



**PRIDE TORONTO  
BY-LAW NO. 1**

**AS OF 24 OCTOBER 2013**

**V 3.0**

# BY-LAW NO. 1

Revised as of October 24, 2013

A by-law relating generally to the transactions of the business and affairs of Pride Toronto

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# BY-LAW NO. 1

## I – GENERAL

A by-law relating generally to the transaction of the affairs of **Pride Toronto**, a Corporation without share capital (Ontario Corporation Number: **1157636**) incorporated under the Ontario Corporation's Act (the "**Corporations Act**") and operating under the Ontario Not-For-Profit Corporation's Act, 2010.

BE IT ENACTED as a by-law of the Corporation as follows:

### HEAD OFFICE

- 1.1 The head office as e of the Corporation shall be in the City of Toronto in the Province of Ontario, with reasonable commercial effort being taken to obtain office space within reasonable proximity of the Corporation's annual cultural festival as the Directors may, from time to time, by resolution determine

### FISCAL YEAR

- 2.1 Unless otherwise resolved by the Board of Directors, the fiscal year of the Corporation shall terminate on the last day of July in each year.

### DEFINITIONS

- 3.1 The following terms as used in the By-laws, resolutions of the Board and of the members shall have meanings given to them below:
- (a) "**Act**" means the Ontario Not-For-Profit Corporations Act, 2010, as amended from time to time, and any successor legislation;
  - (b) "**AGM**" means the annual general meeting of members of the Corporation;
  - (c) "**Board**" or "**Board of Directors**" means the board of directors of the Corporation;
  - (d) "**By-laws**" means this By-law No. 1 and all other by-laws of the Corporation from time to time in force and effect;
  - (e) "**Chair**" means the chairperson of the Board and includes "**Co-chair**";
  - (f) "**Corporation**" means the corporation without share capital incorporated under the Act by letters patent dated November 30th, 1995 and amended on September 17, 2009 and as may be further amended and/or restated and/or supplemented and named Pride Toronto;
  - (g) "**Director**" means a member of the Board;
  - (h) "**Letters Patent**" means the letters patent incorporating the Corporation, as from time to time amended and supplemented by supplementary letters patent;

- (i) **“Membership Meeting”** includes an AGM and a Special Meeting;
- (j) **“Officer”** means an officer of the Corporation appointed under the Act including,
  - (i) the Chairs, the Secretary, the Treasurer, the Executive Director of the corporation, and
  - (ii) any other individual who performs functions for the Corporation similar to those normally performed by an individual listed above;
- (k) **“Required Financial Statements”** means the financial statements to be placed before the members at each AGM as required by the Act;
- (l) **“Special Meeting”** means a special meeting of the members of the Corporation.

## **IMPORTED DEFINITIONS**

- 4.1 Terms used in the By-laws, resolutions of the Board and of the members, not otherwise defined here in or therein, shall have the meanings given to such terms in the Act, unless the context otherwise requires.

## **INTERPRETATION**

- 5.1 In the By-laws of the Corporation unless the context otherwise requires, words importing the singular number include the plural and vice-versa; words importing one gender include all forms of gender identity and gender expression, and words importing persons include individuals, corporations, partnerships, trusts and unincorporated organizations.

## **II – MEMBERSHIP**

### **ELIGIBILITY FOR MEMBERSHIP**

- 6.1** The membership of the Corporation shall consist of such individuals whose application for admission to the membership has received the approval of the Board of Directors, in its sole discretion, in each fiscal year.
- 6.2** Unless otherwise determined by the Board, the term of membership commences as of the beginning of one AGM and ends at the beginning of the subsequent AGM.
- 6.3** Individuals shall be eligible for annual membership in the Corporation if they meet the all of the following criteria:
- (a)** acknowledge in writing support for the objects and activities, including the “Mission, Vision and Values of the Corporation”, as amended from time to time;
  - (b)** be approved for membership by resolution of the Board; and
  - (c)** meet at least one of the following criteria:
    - (i)** contribute at least 8 hours of volunteer work to the Corporation;
    - (ii)** pay a membership fee, to be determined by the Board; or
    - (iii)** be nominated for membership by the Board.

### **WAITING PERIOD**

- 7.1** In the event that a person is eligible for a new term of membership pursuant to either section 6.3(c)(i) or section 6.3(c)(ii) and the Board has approved the individual for membership, the membership period shall only commence sixty (60) days following the completion of the required volunteer time or the payment of the membership fee, as applicable.

### **RIGHTS OF MEMBERS**

- 8.1** Every member in good standing each year is entitled to:
- (a)** hold an office of the Corporation in accordance with the By-laws;
  - (b)** receive notice, attend and vote in person or by proxy at Membership Meetings, in accordance with the By-laws;
  - (c)** all of the other rights and privileges afforded by the Act.
- 8.2** Membership in the Corporation is not transferable.

## **PROXIES**

- 9.1** Every member entitled to vote at a Membership Meeting may appoint by an instrument in writing (a **"Proxy"**), in form and substance acceptable to the Corporation, a person (a **"Proxyholder"**) or one or more alternate Proxyholders, who need not be members, to attend and vote at a Membership Meeting in the manner, to the extent and with the authority conferred by the Proxy.
- 9.2** An individual may only hold one member's proxy.

## **RESIGNATION AND TERMINATION**

- 10.1** Membership shall cease:
- (a)** upon the death or incapacity of a member;
  - (b)** if the member resigns by written notice given to the Secretary of the Corporation; or
  - (c)** if the member takes any action which, in the sole discretion of the Board of Directors, is deemed to be contrary to the objects, activities or interests of the Corporation, such member may be removed by a resolution of the Board at a meeting of the Board for which notice of the intent to remove the member has been given. Notice of the Board meeting shall:
    - (i)** be served upon the member in accordance with the By-laws not less than seven (7) days prior to the Board meeting;
    - (ii)** set out the grounds for the proposed membership termination and advising the member of the right to be heard prior to the Board voting on the resolution.

## **MEMBER REGISTRY**

- 11.1** The name and contact information of each member shall be kept in a register at the Corporation's head office or such other place in Ontario as may be designated by the Board from time to time.
- 11.2** Upon receipt of a notice in writing of any change of such address, the Secretary shall cause such change to be noted in the register.

# **III – MEETINGS OF MEMBERS**

## **ANNUAL MEETINGS**

- 12.1** The Board shall call an AGM not later than fifteen (15) months after holding the preceding AGM and no later than two (2) months following the Corporation's receipt of its required financial statements.
- 12.2** At every AGM the following business shall be conducted:
- (a) considering and approving the minutes of the preceding AGM;
  - (b) report from the Directors
  - (c) report from the Executive Director
  - (d) presentation of the Required Financial Statements;
  - (e) election of nominee Directors;
  - (f) appointment of auditors; and
  - (g) any other business properly brought before the AGM, as outlined in the Act (s. 56)
- 12.3** The Board shall designate one of its own to act as chair of a Membership Meeting.

## **SPECIAL MEETINGS**

- 13.1** The Board shall call a Special Meeting:
- (a) at the discretion of the Board; or
  - (b) if requested to do so by at least ten (10) percent of the members of the Corporation in accordance with the requirements of the Act.

## **NOTICE**

- 14.1** Members shall receive written notice of each Membership Meeting at least ten (10) days, but not more than fifty (50) before the date set for such Membership Meeting.
- 14.2** Notice of a Membership Meeting shall, at minimum, include:
- (a) date and time of the Membership Meeting;
  - (b) location of Membership Meeting; and
  - (c) the business to be transacted at the Membership Meeting.

## **QUORUM**

- 15.1** Quorum for a Membership Meeting shall 2.5% of the members, present in person or by Proxy, whichever is greater.

## **VOTING**

- 16.1** At any Membership Meeting every question shall be decided by a majority of the votes of the members present in person or by Proxy. Voting at a Membership Meeting shall be by show of hands unless a ballot is demanded by a member entitled to vote at the Membership Meeting
- 16.2** In case of an equality of votes at any Membership Meeting, whether upon a show of hands or by ballot, the proposal shall be deemed defeated.
- 16.3** A declaration by the Chair that a resolution has been carried and an entry to that effect in the minutes, as approved by the Membership, shall be admissible in evidence as prima facie proof of the fact of the vote recorded in favour or against any resolution.

## **ADJOURNMENT**

- 17.1** Any meeting of the Corporation may be adjourned to any time and from time to time. No notice shall be required for any adjournment. An adjournment may be made with or without a quorum being present.



## **IV – BOARD OF DIRECTORS**

### **BOARD COMPOSITION**

- 18.1** The affairs of the Corporation shall be managed by the Board of Directors, which shall consist of a minimum of five (5) members and a maximum of twelve (12) members.
- 18.2** Subject to section 18.1, the Board shall determine the number of Directors to be elected at each Membership Meeting at which Directors are to be elected.
- 18.3** The term of office of a Director shall commence upon election and terminate at the conclusion of the AGM that takes place in the third (3<sup>rd</sup>) year from the date of such Director's election.
- 18.4** Officers of the Corporation shall be elected annually by and from the members of the Board of Directors.
- 18.5** No person may be appointed to the Board or stand for election to the Board at an AGM if such person has served as a Director during the previous six (6) consecutive AGMs, until at least two (2) years have elapsed since such person ceased to be a Director.

### **QUALIFICATIONS FOR DIRECTORSHIP**

- 19.1** Directors shall:
- (a) be at least eighteen (18) years of age;
  - (b) be a member of the Corporation at the time of their election or appointment and shall remain a member throughout his or her term of office;
  - (c) not be an employee, independent contractor or consultant of the Corporation;
  - (d) not be a former independent paid contractor or paid consultant of the Corporation where services were rendered to the Corporation within the twelve (12) months prior to election or appointment to the Board;
  - (e) be bondable; and
  - (f) otherwise legally competent to conduct business and to contract under the laws of Ontario and the federal laws of Canada applicable therein.
- 19.2** Employees of the Corporation are not eligible for directorship. Former employees of the Corporation may only become eligible for directorship six (6) months following the end of employment.
- 19.3** Upon ceasing to be a Director of the Corporation, a Director ceases to be a member of the Corporation unless otherwise qualified to be a member pursuant to the By-laws.

## ELECTION OF DIRECTORS

- 20.1** The Board shall establish a transparent nominations process consistently applied to each nominee and recommend, which nominees will stand for election.
- 20.2** The Board may set the manner and method for election of nominee Directors and such manner and method shall be disclosed in the notice provided to members prior to a Membership Meeting at which Directors are to be elected.
- 20.3** Any individual who applied for a board position but was not put forward by the Board may have their name added to the list of approved candidates if they provide, in writing, the support of at least 10 other members at least 48 hours in advance of the election

## REMOVAL OF A DIRECTOR

- 21.1** The members of the Corporation may, by ordinary resolution at a Membership Meeting (see section 13) for which the notice specified the intention to pass such resolution has been given, remove any Director before the expiration of his or her term of office.
- 21.2** Upon a special resolution of the Board (a “**Removal Resolution**”) the Board may make a recommendation to the members that a Director be removed from office at a Membership Meeting, notice for which shall specify the intention to pass such resolution. The Removal Resolution shall include in its particulars whether the Board intends to call a Special Meeting or if the removal is to occur at the next AGM.
- 21.3** A Director shall not have his or her membership revoked unless he or she has been removed as a Director by the membership.

## VACANCIES

- 22.1** The office of a Director shall be considered vacated if the Director:
- (a) resigns by notice in writing to the Corporation; or
  - (b) ceases to be a Member;
- 22.2** A vacancy on the Board of Directors (a “**Vacancy**”), however caused, may, so long as a quorum of Directors remains in office, be filled by appointment from amongst the members of the Corporation.
- 22.3** Any person appointed to fill a Vacancy, shall serve until the next AGM. For greater clarity, a person who is appointed to fill a vacancy may stand for election to the Board at an AGM held after such person’s appointment.
- 22.4** A Vacancy may be filled by election at the next Membership Meeting. In such a case, the term is considered to be reset, and any newly elected Director may serve for a full term that is considered to have started as of the AGM at which he or she was elected.

- 22.5** If a Vacancy causes there to be less than five (5) Directors in office, the remaining Directors shall immediately call a Special Meeting to fill the vacancy. This meeting must be held between ten (10) and fifty (50) days from when the Board became aware of the Vacancy.

## **REMUNERATION**

- 23.1** Directors shall receive no remuneration or other monetary or non-monetary consideration for acting as Directors, but shall be entitled to reimbursement for any expenses incurred by them in connection with the Corporations affairs, upon proof of such expenses.

## **POWERS**

- 24.1** The Board of Directors may, on behalf of the Corporation, exercise all the powers that the Corporation may legally exercise under the Act, the Letters Patent or otherwise, unless the Directors are restricted by law or by resolutions of the members from exercising those powers. These powers include, but are not limited to, the power to:

- (a) contract on behalf of the Corporation;
- (b) make banking and other financial arrangements;
- (c) make certifications or execute instruments in writing;
- (d) direct the manner in which any other person or persons may enter into contracts on behalf of the Corporation;
- (e) purchase, lease or otherwise acquire, sell, exchange or otherwise dispose of the Corporation's real or personal property;
- (f) borrow on the credit of the Corporation for the legitimate business purposes;
- (g) encumber the assets of the Corporation;
- (h) purchase insurance with respect to the property, rights and interests of the Corporation and to indemnify the Corporation, its members, Directors and Officers from any claims, damages, losses or costs arising from or related to the affairs of the Corporation;
- (i) hire, evaluate, compensate and terminate all full-time, part-time or contract employees of the Corporation;
- (j) make any changes to the Corporation's organizational structure; and
- (k) determine the Corporation's strategic priorities and direction.

- 24.2** No individual Director shall have any authority to act on behalf of the Board with respect to agents or employees of the Corporation except as provided in the By-laws or by resolution of the Board.

- 24.3** No individual Director shall have any authority to act on behalf of the Corporation with respect to the transaction of the affairs of the Corporation except as provided for in in the By-laws or by resolution of the Board.

## **V – DIRECTORS MEETINGS**

### **CALLING MEETINGS**

- 25.1** Meetings of the Board of Directors may be called a Co-Chair or any two Directors for the purpose of considering such business as may be set out in the notice. All meetings shall be recorded by the taking of minutes.
- 25.2** The Board of Directors shall meet no less than four (4) times between AGMs.
- 25.3** The Board of Directors may appoint a day or days in any month or months for regular meetings at an hour to be named. If regular meetings are scheduled, no additional notice is required. Supplementary meetings must be preceded by at least three (3) days' notice unless all Directors are in unanimous agreement to hold a meeting.
- 25.4** A meeting of the Board may also be held, without notice, immediately following a Membership Meeting.
- 25.5** Board Meetings are not open to the general membership or members of the public. The Corporation is not obliged to individually notify members of Board Meetings, but minutes, or summaries or excerpts thereof, of Board meetings may, at the discretion of the Board, be made available to the members upon request within a reasonable time.

### **PARTICIPATION**

- 26.1** A Director may, if all the Directors consent, participate in a meeting by means such as telephone or other communications facilities as long as it permits all persons participating in the meeting to communicate with each other simultaneously and instantaneously. In such a case a Director shall be deemed to be present at that meeting.
- 26.2** A Director may not participate in a Board meeting by proxy.

### **QUORUM**

- 27.1** A quorum for the transaction of business at a meeting of the Board of Directors shall be greater than half of the members of the Board.

### **VOTING**

- 28.1** The Directors shall vote on any resolutions arising at any meeting of the Board of Directors and a majority of votes shall decide the resolution. Any votes at such meeting can be taken by ballot if so demanded by any Director present. In case of an equality of votes, the item shall be deemed defeated.
- 28.2** A declaration by the Secretary, or in the Secretary's absence the Director acting as secretary of a Board meeting, that a resolution has been carried and an entry to that effect in the minutes, as approved by the Board, shall be evidence of the fact that a vote was recorded in favour or against any resolution properly brought before the Board.

## **CONFLICT OF INTEREST**

- 29.1** All Officers, Directors, members and employees of the Corporation must discharge their powers and carry out their duties to the Corporation, as applicable, honestly, in good faith and in the best interests of the Corporation rather than in their own interest.
- 29.2** Where a Director, either on her behalf or while acting for, by, with or through another, has a material interest, direct or indirect, in any matter, or otherwise has a conflict of interest, such Director shall:
- (a)** declare her or his interest at the first meeting of the Directors after which she or he became interested or aware of any such material interest;
  - (b)** request that her or his declaration be recorded in the minutes of the meeting; and
  - (c)** not vote on any resolution or participate in any discussion with respect to the resolution concerning the matter.
- 29.3** Every declaration of interest and the general nature thereof shall be recorded in the minutes of the Board meeting at which such declaration is made.

# **VI – OFFICERS**

## **OFFICERS OF THE CORPORATION**

- 30.1** There shall be two Co-Chairs, a Treasurer, a Secretary and such other Officers as the Board of Directors may determine from time to time.
- 30.2** The Co-Chairs shall be elected by the Board of Directors from among their number at the first meeting of the Board after each AGM, provided that in default of such election the then incumbents, provided they remain Directors, shall hold office until their successors are elected.

## **DUTIES OF A CO-CHAIR**

- 31.1** A Co-Chair shall:
- (a) preside at all meetings of the members of the Corporation and of the Board of Directors.
  - (b) sign all By-laws and execute any documents along with the Secretary;
  - (c) serve as the official spokespersons for the Corporation;
  - (d) act as a liaison between the Board, staff, membership and community; or
  - (e) perform any other duties which the Board of Directors may, from time to time, assign.

## **DUTIES OF SECRETARY**

- 32.1** The Secretary shall:
- (a) keep and maintain the records and books of the Corporation, including the registry of Officers and Directors; the registry of members; the minutes of Membership Meetings and meetings of the Board of Directors; the By-laws and resolutions;
  - (b) give any notices required for the Annual General Meeting, General Meetings; and
  - (c) perform any other duties which the Board of Directors may, from time to time, assign.

## **DUTIES OF TREASURER**

- 33.1** The Treasurer shall:
- (a) oversee the finances of the Corporation.
  - (b) ensure the completeness and accuracy of all financial records and books of the Corporation;
  - (c) assist in the preparation of the financial statements of the Corporation; and
  - (d) perform any other duties which the Board of Directors may, from time to time, assign.

## **EXECUTIVE DIRECTOR**

- 34.1** The Board of Directors may, from time to time, employ an Executive Director. The Board of Directors may delegate to her:
- (a) powers to manage and direct the business and affairs of the Corporation except such business and affairs of the Corporation as must be transacted or performed by other Officers, the Board of Directors and/or the members;
  - (b) power to employ and discharge agents and employees of the Corporation; or
  - (c) any lesser authority.
- 34.2** The Executive Director shall:
- (a) conform to all lawful orders and policies including matters and duties imposed by law, and any lawful orders and policies that are the subject of a special resolution of the Corporation, as given to her by the Board of Directors;
  - (b) give to the Directors or any of them at all reasonable times all information they may require regarding the affairs of the Corporation;
  - (c) be subject to discharge by the Board of Directors;
  - (d) act as an Officer of the Corporation; and
  - (e) not be, within the past twelve (12) months, a member of the Board of Directors.

## **AGENTS AND OTHER EMPLOYEES**

- 35.1** The Board of Directors may appoint and retain any agents, employees and advisors that it reasonably considers necessary at the expense of the Corporation. The persons appointed or retained shall have the authority and shall perform the duties prescribed by the Board of Directors.

## **DUTIES OF OTHER OFFICERS**

- 36.1** The duties of all other Officers of the Corporation shall be such as the terms of their engagement call for or the Board of Directors requires of them.

## **BOARD COMMITTEES**

- 37.1** From time to time, the Board may appoint committees as the Board shall see fit. They shall:
- (a) have the power to establish their own procedures in conformance with the Corporation's letters patent, supplementary letters patent, By-laws and the Act;
  - (b) report to the Board and sit at the pleasure of the Board and have such powers and authority as delegated to them by the Board.

## **VII – AUDIT OF ACCOUNTS**

### **EXECUTION OF DOCUMENTS**

- 38.1** Deeds, transfers, licences, contracts, or any other document so deemed, agreed to on behalf of the Corporation shall be signed by a Co-Chair and Treasurer or any two (2) Officers or persons authorized by the Board.

### **SIGNING AUTHORITIES**

- 39.1** All cheques, bills of exchange or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by the a Co-Chair and the Treasurer or any two Officers or persons authorized by the Board.

### **BOOKS AND RECORDS**

- 40.1** The Directors shall see that all necessary books and accounts of the Corporation required by the By-laws or by any applicable statute or law are regularly and properly kept.
- 40.2** Any one of such Officers or agents so appointed may arrange, settle, balance and certify all books and accounts between the Corporation and the Corporation's bankers and may receive all paid cheques and vouchers and may sign all the bank's forms or settlement of balances and release or verification slips.



## **VIII – MISCELLANEOUS**

### **NOTICE**

- 41.1** No error or omissions with respect to notice for a meeting of the Board of Directors or Membership Meeting shall invalidate such meeting or invalidate or void any proceedings taken or had at the meeting if such error or omissions was not made in bad faith.
- 41.2** If a Director was not present at a meeting of the Board of Directors due to an error or omission of giving notice and wishes to revisit any issue or vote from that meeting, he or she may compel the Board to do so.

### **INDEMNIFICATION**

- 42.1** The Corporation shall indemnify and save harmless the Directors, their heirs, successors, executors and administrators, and estates and effects, respectively from time to time and at all times from and against:
- (a)** all costs, charges and expenses whatsoever that she or he sustains or incurs 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 her or him in the execution of the duties of her or his office; and
  - (b)** all other costs, charges and expenses that she or he sustains or incurs in or about or arising from or in relation to the affairs except costs, charges or expenses thereof as are occasioned by her or his own gross negligence, wilful misconduct or bad faith.

### **CONFLICT**

- 43.1** In the event a provision of the By-laws conflicts with any other provision in the By-laws or resolutions of the Board or of the members, the Board, acting in good faith, shall resolve the conflict in accordance with the Act.

### **RESOLUTIONS IN WRITING**

- 44.1** A resolution signed by all the members or Directors is as valid and effective as if passed at a Membership Meeting or meeting of the Board.

### **AMENDMENTS**

- 45.1** The By-laws and any part thereof may be amended from time to time by resolution of the Directors and confirmed by two-thirds of the votes cast at a Membership Meeting duly called for that purpose.

Passed by the Board of Directors this **16<sup>th</sup>** day of **September, 2013**.

Co-Chair

Secretary/Co-Chair

Adopted by the members of the Corporation this **24<sup>th</sup>** day of **October, 2013**.

Board Recruitment Policy and Process		
1.	<b>Purpose</b>	The purpose of this document is to establish a policy and set out a standard process for recruitment and identification of potential candidates to join the Board of Directors of Pride Toronto.
2.	<b>Scope</b>	This policy and process is to be used for ongoing recruitment of Board Members in order to always have diverse representation and a full complement of Board Members.
3.	<b>Board Composition</b>	<p>All potential candidates and recruitment initiatives for the Board of Pride Toronto should be considered in the context of the needs of the organization, including the need for diverse community representation on the Board of Pride Toronto.</p> <p>In order to be effective and productive, members of the Board should reflect diverse skill sets and experiences in order to meet the needs of a complex organization and diverse stakeholders. Some skills/experiences key to the continued effectiveness of the Pride Toronto Board include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Strategic Planning</li> <li>• Stakeholder Management and Community Engagement</li> <li>• Arts &amp; Culture Management</li> <li>• Communication and Public/Government Relations</li> <li>• Legal / Governance</li> <li>• Accounting / Financial Management</li> <li>• Human Resources Management</li> <li>• Experience with the LGBTTIQQ2SA* communities</li> </ul> <p>The Board of Pride Toronto will strive to reflect the diversity of Pride Toronto's stakeholders, including Toronto's LGBTTIQQ2SA* communities. This includes a balance of genders, gender identities, and gender expressions, in addition to other considerations of diversity such as racial, ethnic, and cultural backgrounds, ability, and socio-economic class or status.</p>
4.	<b>Process for Selecting Candidates to Stand for Election or to be Appointed to Fill a Vacancy on the Board</b>	<p><b>4.1 Advertisement of Available Positions on the Board</b></p> <p>Pride Toronto will post advertisements in a variety of appropriate media, including Pride Toronto's website, social media platforms, and forums used for recruiting board members for not-for-profit and charity boards. Candidates will be required to submit a current copy of their résumé to the Board Recruitment &amp; Development Committee (BRDC).</p>

		<p><b>4.2 Initial Screening of Applicants</b></p> <p>The BRDC will review written applications to identify suitable candidates to be interviewed. When suitable candidates are identified, the Chair of the BRDC will schedule in-person interviews with a panel of the BRDC to assess their suitability for a Board position based on their skills, experience and qualifications specified in the skills matrix and by using the Pride Toronto Board Director job description. Once candidates have been interviewed, the BRDC will assess the applications and make recommendations to the Board as to which candidates should be put forward to stand for election or appointed to fill a vacancy.</p> <p><b>4.3 Board Approval</b></p> <p>The Board will make the final determination on which candidates are approved to be put forward to stand for election or to be appointed to fill a vacancy.</p>
5.	<b>Current Board Members Standing for Re-election</b>	Eligible Board Members must submit their intention to stand for re-election in writing to the BRDC no later than 60 days before the Membership meeting during which an election will be held. An eligible Board Member who has complied with this requirement is not required to participate in the selection process described in Sections 4.1 and 4.2 above.
6.	<b>Candidates Not Put Forward to Stand for Election</b>	All candidates who are not selected to be put forward for election will be notified in a timely manner. This includes those individuals interviewed by the Board and those who were not selected for an interview. A person who applied for a Board position but was not put forward by the Board to stand for election may have their name added to the approved ballot if they provide, in writing, the support of at least 10 other members of Pride Toronto. Such written evidence of support must be submitted to the Secretary of the Board, or their delegate, at least 48 hours in advance of the Membership Meeting where the election will be held.
7.	<b>Election System</b>	The Board may set the manner and method for election of nominees. Such manner and method shall be disclosed in a notice provided to members prior to a Membership Meeting at which Directors are to be elected.
8.	<b>Approval Dates</b>	<p>This version was approved on: March 3, 2014</p> <p>This document will be reviewed by: March 1, 2015</p>

Code of Conduct		
1.	<b>Purpose</b>	The following policy is designed to allow Pride Toronto to preserve its long tradition of integrity and credibility with the public and within the Organization.
2.	<b>Values</b>	<p>Based on the Organizational Values below, this policy provides guidelines for behaviour that is acceptable and encouraged as well as actions or behaviours that are regarded as misconduct.</p> <ul style="list-style-type: none"> <li>· <b>Value Diversity</b> – by accepting and respecting differences and working to understand the diverse cultural complexities that influence identity, assumptions, behaviours, expectations, and beliefs.</li> <li>· <b>Respect</b> – volunteers, staff and stakeholders by creating and sustaining an environment where we treat each other with respect and dignity.</li> </ul>
3.	<b>Scope</b>	This is an Organization wide policy.
4.	<b>Definitions</b>	<p><b>Member:</b> refers to an individual whose application to become a member of the Organization has been approved by the Board of Directors. For further information refer to the Organization's By-Laws section 3.</p> <p><b>Organization:</b> refers to Pride Toronto the not-for-profit organization.</p> <p><b>Personal harassment:</b> means any conduct whether verbal or physical that is discriminating in nature. This includes but is not limited to an individual's real or perceived: race, ethnicity, ancestry, place of origin, political beliefs, religion, sex, gender, gender identity or expression, sexual orientation, ability, age, level of literacy, membership in a union or staff association, marital status, family status, or source of income.</p> <p><b>Sexual harassment:</b> is any conduct, comment, gesture or contact of a sexual nature that one would find to be unwanted or unwelcome by any individual, or that might, on reasonable grounds, be perceived by that individual as placing a condition of sexual nature on employment, career development, or participation as a volunteer.</p>
5.	<b>Policy Guidelines</b> 5.1 General Behaviour 5.2 Media Conduct 5.3 Accountability 5.4 Personal or sexual harassment 5.5 Consequences for breaching this policy	<p><b>5.1 General Behaviour</b></p> <p>Pride Toronto Staff, Volunteers, and Board Members must:</p> <ol style="list-style-type: none"> <li>Always act with fairness, honesty, integrity and openness; respect the opinions of others and treat all with equality and dignity (See the Anti-Discrimination Statement).</li> <li>Promote the mission, vision, and values of the Organization in all dealings with the public on behalf of the Organization.</li> <li>Strive to provide a positive and valued experience for all Members, Volunteers, Staff, and the general public by agreeing to:               <ul style="list-style-type: none"> <li>• behave in a manner consistent with the celebration of Pride and positive value of diversity in the lesbian, gay, bisexual, transgender, transsexual, intersex, queer, questioning, Two-Spirited and allied communities</li> <li>• respect the right of all members and supporters of the lesbian, gay, bisexual, transgender, transsexual, intersex, queer, questioning, Two-Spirited and allied communities to participate in the Pride Toronto Festival</li> <li>• not present images or messages that may promote or may condone, violence, hatred, degradation or negative stereotypes of vulnerable groups.</li> </ul> </li> <li>Abide by all Municipal, Provincial and Federal laws and legislation</li> </ol>

(including the Criminal Code of Canada) while executing their duties or acting on behalf of Pride Toronto.

### **5.2 Media Conduct**

- i. All requests for media releases, interviews, and other media engagement must be brought to the attention of the Executive Director and /or Board Co-Chairs
- ii. The Executive Director and Board Co-Chairs are the only individuals authorized to engage with the media. The Executive Director and Board Co-Chairs may grant explicit permission to other Staff, Directors, or Volunteers to interact with the media within their area of specialty. Any member that publically speaks on behalf of the Organization without permission Pride Toronto is subject to sanctions up to and including removal from the Organization.

### **5.3 Accountability**

Pride Toronto Staff, Volunteers, and Directors must:

- i. Act with honesty and integrity and in accordance with any professional standards and / or governing laws and legislation that have application to the responsibilities you perform for or on behalf of the Organization (See the Conflict of Interest and Confidentiality policies for more information).
- ii. Comply with both the letter and the spirit of any orientation and/or training provided to you by the Organization in connection with those responsibilities.
- iii. Adhere to all of the policies and procedures of the Organization.
- iv. Take responsibility for your actions and decisions. Follow reporting lines to facilitate the effective resolution of problems. Ensure that you do not exceed the authority of your role within the Organization.
- v. Must be aware of their authority, responsibilities and position and shall insure that they act with the best intentions of the organization when interacting with other members or the public.

### **5.4 Personal or sexual harassment**

- i. Pride Toronto has a zero tolerance policy with respect to Personal/Sexual Harassment. Personal/Sexual Harassment in any form is strictly prohibited and may be grounds for termination as a volunteer, or, in the case of an employee, immediate dismissal for just cause without notice or pay in lieu of notice.
- ii. No behaviors that are abusive in any manner to the Staff, Volunteers, or Members will be allowed. This includes verbal abuse, physical abuse, and emotional abuse.

### **5.5 Consequences for breaching this policy**

An employee or volunteer who is in breach of this policy can be subject to an investigation, at the discretion of the Board or Executive Director. Consequences of breaching this policy may result in one or more of the following actions:

- i. a verbal or written warning; and/ or
- ii. dismissal; and / or
- iii. litigation and / or
- iv. Or other action as deemed appropriate by the Organization

6.	<b>References</b>	i. Organizational By-laws ii. Anti-Discrimination Policy iii. Discrimination Statement iv. Confidentiality v. Conflict of Interest
7.	<b>Appendices</b>	None
8.	<b>Approval &amp; Responsibility</b>	i. This policy shall be reviewed by the Human Resources and Compensation Committee Governance Committee every two years to assess the effectiveness of the policy in achieving the purpose set out in Section 1 as well as comply with municipal, provincial and federal laws and regulations, as may be amended from time to time. ii. Concerns and / or questions about this policy can be directed to the Executive Director. iii. This policy shall be amended only by resolution of the Board of Directors through review and recommendation of the Board Governance Committee.
9.	<b>Approval Dates</b>	This policy was approved on: 11-Feb-13 This version takes effect from: 12-Feb-13 This policy will be reviewed by: 11-Feb-15

### **Code of Conduct Procedure Draft:**

1. The *Policy Checklist Agreement* confirming that the Code of Conduct Policy has been read and discussed, will be signed by employees within two – four weeks of employment.
2. The *Policy Checklist Agreement* confirming that the Code of Conduct Policy has been read and discussed, will be signed by Board Members, students and volunteers within four weeks of commencement in their role.
3. The signed *Policy Checklist Agreement* will be placed in the employee's file and kept by the Executive Director, or in the student's or volunteer's file and kept by the Volunteer Program Manager, or in the Board Member's file and kept by the Secretary of the Board.

### **Reporting a “General Behaviour” concern about an employee, student or volunteer:**

- 2.1 Personnel (includes students, volunteers and staff) should feel free to raise their concerns about possible improper activities without fear of reprisal. Personnel are encouraged to identify themselves; however, reports of potential improper activity can be made anonymously.
- 2.2 If uncertain about whether a concern falls within this policy, personnel should consult with their Manager.
- 2.3 If the concern is about their supervisor, personnel should direct the concern to that individuals direct superior.
- 2.4 When reporting a concern, the person should clearly articulate the behaviour or action s/he observed and explain the concern.
- 2.5 The Manager or ED will determine the appropriate next steps based on the information presented. Reports of possible improper activity will be taken seriously and will be promptly and thoroughly investigated.
- 2.6 Personnel are expected to cooperate in the investigation of a potential improper activity or reprisal. Personnel are subject to disciplinary action, if they fail to cooperate or deliberately provide false information.
- 2.7 If, at the conclusion of the investigation, Pride Toronto determines that an improper activity has taken place, it will take required action. This action may include disciplinary

action, up to and including termination of employment, student or volunteer contracts. Appropriate steps will also be taken to prevent the improper activity from happening again.

- 2.8 Violations of the *Code of Conduct*, particularly if they pose a risk to the organization, will be reported to the board by the Executive Director.
- 2.9 In the event the person who raised the concern is not satisfied that the matter was thoroughly investigated, the person is encouraged to take this matter to the Executive Director.
- 2.10 Personnel who believe that they have been subject to reprisal should immediately report their concern to the ED.

### **Reporting a concern about the Executive Director**

- 3.1 If a concern is about the Executive Director, personnel should report on the concern to the Co-Chairs of the Board of Directors.
- 3.2 The Co-Chairs, in consultation with the Executive Committee or the whole board, will investigate the matter and determine the appropriate course of action.
- 3.3 See Pride Toronto By-Laws for more information

### **Reporting a concern of Harassment**

1. While personnel cannot be required to report experiences of discrimination and harassment, they are strongly encouraged to bring forward complaints regarding violations of this policy.
2. If an individual believes they are being harassed or discriminated against, they can talk to the person on their own or with the support of a peer or supervisor.
3. The individual should notify the first level of management not involved in the complaint (free of bias or conflict of interest).
4. The individual can seek information or assistance from a second member of the Management Team. The Management Team is committed to responding confidentially to any individual's request for information about this policy and aspects of managing workplace discrimination and harassment issues.

### **Manager's Responsibilities:**

In responding to allegations of discrimination and harassment, all Pride Toronto Managers are responsible for:

- informing the Executive Director of the complaint as soon as possible
- acting quickly and appropriately
- determining the method by which to deal with the allegations based on the nature and complexity of the issue, needs, interests and goals of the parties involved -- possible methods include direct management action, informal or formal dispute resolution (i.e., mediation, investigation), and may involve both internal and external "service providers" (i.e., mediators, investigators)
- recognizing that harassment and discrimination conflicts often involve power imbalances between the parties and ensuring that the power can be balanced in the process selected

### **Mediation:**

The following situations may not be appropriate for mediation:

- a significant power imbalance exists between the parties (e.g., status, position, authority, knowledge, resources)
- one or both parties has revenge or punishment as a primary goal
- hostility is so high that communication and problem-solving is impossible
- there is little desire to establish or mend a working relationship



- there is a need to have a determination of guilt or innocence, such as where the alleged offender has a history of similar behaviour or where discipline is an obvious remedy

#### **Timeframes:**

While every effort must be made to comply with the following, failure to do so does not void the process.

1. Unless the situation warrants immediate referral for formal dispute resolution or investigation, managers will attempt to resolve complaints themselves within 30 days of becoming aware.
2. Dispute resolution must be completed within 15 days after assignment of a service provider, unless extenuating circumstances exist.
3. An investigator must be assigned within 15 days after management's decision that the complaint will be investigated.
4. An investigation must be completed and final report submitted to management within 60 working days after assigning a complaint to an investigator, unless there are extenuating circumstances.
5. Parties and managers involved must be notified of the outcome of an investigation within 30 days of receiving the final report; and where an allegation is upheld, a statement regarding discipline imposed and/or other appropriate action taken.

**Penalties/Discipline:** Individuals found to have violated this policy will receive penalties/discipline, as appropriate to the circumstances of each case, up to and including termination of employment.

#### **Confidentiality and Privacy:**

- During the resolution of possible violations, all information must remain confidential subject to the rules below, except where sharing information is required by law.
- Complainants, respondents (the person against whom the complaint is made) and witnesses have access to statements they have made and information that they have provided.
- Respondents and complaints must have access to enough information about the allegations and responses of other parties and witnesses to enable them to make a defence or rebuttal.
- If a complaint is found to be unsupported, provided the complaint was not made in bad faith, no documentation will be placed on the personnel files of the individuals involved.

When a breach is identified the Executive Director or the direct Manager will appoint an appropriate person to investigate the complaint and to provide a report with recommendations of disciplinary actions.

Volunteer complaints will be directed to the Volunteer Program Manager, Staff complaints will be directed to the Executive Director, and Executive Director or Board Member complaints will be directed to the Board of Director Co-Chairs.

<b>Confidentiality</b>		
<b>1.</b>	<b>Purpose</b>	This Confidentiality Policy defines and describes the management of confidential information for all Volunteers, Staff, Board Members, Sponsors/Donors and Members of Pride Toronto.
<b>2.</b>	<b>Values</b>	We believe that personal information relating to Volunteers, Staff, Directors, Sponsors/Donors and Members is confidential and every safeguard will be taken to ensure information is kept secure.
<b>3.</b>	<b>Scope</b>	This is an Organization wide policy.
<b>4.</b>	<b>Definitions</b>	<b>Confidentiality:</b> has been defined by the International Organization for Standardization (ISO) in ISO-17799 as "ensuring that information is accessible only to those authorized to have access".
<b>5.</b>	<b>Policy Guidelines</b> 5.1 Guidelines 5.2 Types of information 5.3 Consequences for breaching this policy	<b>5.1 Guidelines</b> i. All Pride Toronto Staff, Board Members, and Volunteers shall keep confidential, notwithstanding any requirement of municipal, provincial or federal legislation and shall not, during the continuance of their involvement or any time after the termination thereof, without the express written consent of Pride Toronto, disclose to any person or organization any donor, sponsor, member, financial or business information of the organization which they may have acquired during the course of their involvement with Pride Toronto. ii. All information concerning Pride Toronto Volunteers, Staff, Board Members, Donors and Members including, but not limited to, all computer software and files, Pride Toronto business documents and printouts, and all volunteer, employee, donor and supporter records, will be held in strict confidence and not discussed without explicit written permission of the persons involved notwithstanding any requirement of municipal, provincial or federal legislation.  <b>5.2 Types of information</b> Types of Organizational information that requires confidentiality includes: i. all group meetings and discussions are to be kept confidential by the individuals in attendance with three exceptions: <ul style="list-style-type: none"> <li>• decisions are recorded and made public</li> <li>• the content of the discussions is relayed to the individual to whom the group reports</li> <li>• all individuals involved in the discussions agree that the content of the discussion can be shared with specific individuals or groups</li> </ul> Types of individual information that requires confidentiality include, but are not limited to: <ol style="list-style-type: none"> <li>medical history; and</li> <li>addiction / substance use history; and</li> <li>criminal history; and</li> <li>immigration status; and</li> <li>family circumstances; and</li> <li>contact information such as personal mailing address, email</li> </ol>

		<p>address, and telephone numbers; and</p> <p>vii. legal names; and</p> <p>viii. any other private social issues as the individual chooses to designate as confidential</p> <p><b>5.3 Consequences for breaching this policy</b></p> <p>An employee or volunteer who is in breach of this policy can be subject to an investigation, at the discretion of the Board or Executive Director. Consequences of breaching this policy may result in one or more of the following actions:</p> <p>i. a verbal or written warning; and/ or</p> <p>ii. dismissal; and / or</p> <p>iii. litigation and / or</p> <p>iv. Or other action as deemed appropriate by the Organization</p>
6.	<b>References</b>	i. Intellectual Property
7.	<b>Appendices</b>	None
8.	<b>Approval &amp; Responsibility</b>	<p>i. This policy shall be reviewed by the Human Resources and Compensation Committee every two years to assess the effectiveness of the policy in achieving the purpose set out in Section 1 as well as comply with municipal, provincial and federal laws and regulations, as may be amended from time to time.</p> <p>ii. Concerns and / or questions about this policy can be directed to the Executive Director.</p> <p>iii. This policy shall be amended only by resolution of the Board of Directors through review and recommendation of the Board Governance Committee.</p>
9.	<b>Approval Dates</b>	<p>This policy was approved on: 11-Feb-13</p> <p>This version takes effect from: 12-Feb-13</p> <p>This policy will be reviewed by: 11-Feb-15</p>

### Confidentiality Procedure Draft:

1. The *Policy Checklist Agreement* confirming that the Confidentiality Policy has been read and discussed, will be signed by employees, , volunteers and Board Members as part of the initial hiring or orientation.
2. The signed *Policy Checklist Agreement* will be placed in the employee's file and kept by the Executive Director, or in the volunteer's file and kept by the Volunteer Program Manager, or in the Board Member's file and kept by the Secretary of the Board.
3. Personnel will not have access to any confidential information until after they have signed the *Policy Checklist Agreement*.

When a breach is identified the Executive Director or the direct Manager will appoint an appropriate person to investigate the complaint and to provide a report with recommendations of disciplinary actions.

Volunteer complaints will be directed to the Volunteer Program Manager, Staff complaints will be directed to the Executive Director, and Executive Director or Board Member complaints will be directed to the Board of Director Co-Chairs.

Conflict of Interest		
1.	<b>Purpose</b>	The purpose of this policy is to establish a standard of conduct to ensure that Staff, Board Members, and Volunteers of Pride Toronto act in the best interests of the Organization and its Members.
2.	<b>Values</b>	These standards are intended to enhance public confidence in the integrity of Pride Toronto and its personnel. Pride Toronto benefits from the expertise of individuals with a multiplicity of interests; if those interests overlap or appear to conflict with the interests of Pride Toronto or could impair the public support and respect necessary for the operation of Pride Toronto then those interests must be brought to the attention of Pride Toronto. The individual whose interest conflicts with this policy must agree to abide by whatever decision is made by Pride Toronto in this regard.
3.	<b>Scope</b>	This is an organization wide policy.
4.	<b>Definitions</b>	<p><b><u>Conflict of interest:</u></b> is a situation where an individual, or the Organization he/she represents or has an interest in, has a direct or indirect competing interest with Pride Toronto's activities. This competing or overlapping interest may result in the individual being in a position to benefit from the situation or Pride Toronto as an organization not being able to achieve a result in its best interest.</p> <p>A conflict may also arise where an individual is a family member, friend or business associate to a person who is party to a contract with Pride Toronto or has an interest in an enterprise; or where an individual receives payment by Pride Toronto for services rendered to the organization other than reimbursement for reasonable out-of-pocket expenses measured according to Pride Toronto policies on expense reimbursement.</p> <p><b>Conflict of interest includes, but is not limited to situations</b></p> <ul style="list-style-type: none"> <li>• Where an individuals personal or financial interests are in conflict or overlap with their work/volunteer duties, responsibilities and obligations, or result in a perception that a conflict exists;</li> <li>• Where the actions of an individual would compromise or undermine the trust that the public places in Pride Toronto.</li> </ul>
5.	<b>Policy Guidelines</b>  5.1 Performance  5.2 Gifts  5.3 Consequences for breaching this policy	<p><b>5.1 Performance</b></p> <p>All Pride Toronto Staff, Board Members, and Volunteers shall immediately disclose to their supervisor/ manager and/or Board of Directors, verbally or in writing, any personal, business, or financial interest where such interest might be construed as being in real or apparent conflict with their official duties.</p> <p>In the performance of their duties, Pride Toronto Staff, Board Members, and Volunteers must not, without disclosing in advance:</p> <ol style="list-style-type: none"> <li>Place themselves in a position of obligation to persons who might benefit or appear to benefit from special consideration with respect to Pride Toronto business.</li> <li>Have a monetary interest that would conflict with the discharge of the duties owed to Pride Toronto (See the Purchasing and Procurement Policy section 5.8 for further information).</li> <li>Assist private entities or persons in their dealings with Pride Toronto where this could result in preferential treatment to any person.</li> </ol>

		<p><b>5.2 Gifts</b></p> <p>Pride Toronto Staff, Board Members, and Volunteers must avoid the appearance of favoritism in all of their dealings on behalf of the Organization and not accept personal gifts from those seeking to do business with the Organization during the tendering process.</p> <p>Pride Toronto Staff, Board Members, and Volunteers must never accept cash as a gift from a current or prospective contractor or supplier.</p> <p>Pride Toronto Volunteers must disclose any gifts they receive from an individual or group involved with Pride Toronto, they must obtain permission to receive gifts valued above \$50 from the Executive Director.</p> <p>Pride Toronto Staff (excluding the Executive Director) must disclose any gifts they receive from an individual or group involved with Pride Toronto, they must obtain permission, in a reasonable time, to receive gifts valued above \$50 from the Executive Director.</p> <p>Pride Toronto's Executive Director and members of the Board of Directors must disclose any gifts they receive from an individual or group involved with Pride Toronto, they must obtain permission, in a reasonable time, to receive gifts valued above \$50 from the Board of Directors (or a committee designed by them).</p> <p>Pride Toronto may offer honorariums to individual volunteers based on exceptional circumstances and / or performance at the discretion of the volunteer's supervisor in consultation with the Executive Director.</p> <p><b>5.4 Consequences for breaching this policy</b></p> <p>An employee or volunteer who is in breach of this policy can be subject to an investigation, at the discretion of the Board or Executive Director. Consequences of breaching this policy may result in one or more of the following actions:</p> <ul style="list-style-type: none"> <li>i. a verbal or written warning; and/ or</li> <li>ii. dismissal; and / or</li> <li>iii. litigation and / or</li> <li>iv. Or other action as deemed appropriate by Organization</li> </ul>
6.	<b>References</b>	i. Purchasing & Procurement Policy
7.	<b>Appendices</b>	None
8.	<b>Approval &amp; Responsibility</b>	<ul style="list-style-type: none"> <li>i. This policy shall be reviewed by the Human Resources and Compensation Committee every two years to assess the effectiveness of the policy in achieving the purpose set out in Section 1 as well as comply with municipal, provincial and federal laws and regulations, as may be amended from time to time.</li> <li>ii. Concerns and / or questions about this policy can be directed to the Executive Director.</li> </ul> <p>This policy shall be amended only by resolution of the Board of Directors through review and recommendation of the Human Resources &amp; Compensation Committee.</p>
9.	<b>Approval Dates</b>	<p>This policy was approved on: 11-Feb-13</p> <p>This version takes effect from: 12-Feb-13</p> <p>This policy will be reviewed by: 11-Feb-15</p>

### **Conflict of Interest Procedure:**

1. A *Policy Checklist Agreement* confirming that the Conflict of Interest Policy has been read and discussed, will be signed by employees, volunteers and Board Members as part of the initial hiring or orientation.
2. A signed *Policy Checklist Agreement* will be placed in the employee's file and kept by the Executive Director, or in the or volunteer's file and kept by the Volunteer Program Manager, or in the Board Member's file and kept by the Secretary of the Board.

### **Procedure for staff & volunteers:**

1. Pride Toronto staff and volunteers will inform their Liaison/Manager of the following:
2. outside interests/affiliations/employment/contracts which may place him/her in a conflict of interest during the course of his/her work at Pride Toronto
3. The individual receiving the information will document the details of the potential conflict, including the date, the individuals involved, and a decision made. The Executive Director will be informed of any decisions made by Pride Toronto staff members.
4. During each performance appraisal, personnel will update their supervisor on any outside interests or affiliations which may place him/her in a conflict of interest, and/or other employment or contracts.
5. Where personnel have questions or concerns about a potential conflict of interest, they are encouraged to discuss the situation with their direct Liaison/Manager.
6. Where there is reason to believe that a potential or existing conflict of interest exists, the direct Liaison/Manager of the Pride Toronto personnel involved will conduct a review of the situation.

### **Procedure for Board members:**

1. Members of the board of directors shall disclose to the board Co-Chairs, prior to engaging in any activities that may be seen as conflict of interest, such as, but not limited to:
  - Having a vested interest in an external business that may provide materials or service to the Organization
  - Being offered services or materials as a result of employment or position with the Association
  - Making use of a position with the agency to solicit services or materials for personal gain
  - Utilizing association equipment, services or materials for an external business
  - Pursuing personal gain over the well-being or needs of people supported
2. Non-compliance of this policy and procedures and the By-Law pertaining to conflict of interest on the part of the board members shall constitute cause for removal from the board.

When a breach is identified the Executive Director or the direct Manager will appoint an appropriate person to investigate the complaint and to provide a report with recommendations of disciplinary actions.

Volunteer complaints will be directed to the Volunteer Program Manager, Staff complaints will be directed to the Executive Director, and Executive Director or Board Member complaints will be directed to the Board of Director Co-Chairs.

**Guidelines Regarding Pride Participants:**  
**Pride Toronto**  
**June 2011**



Policy Title: Guidelines Regarding Pride Participants  
 Policy Number: PT-2-11  
 Date Effective: 23-June-11

1.	<b>Purpose</b>	The purpose of this policy is to outline the expectations of visitors, participants and volunteers at the Pride Festival with regards to the City of Toronto's Non-Discrimination Policy. The need for such a policy has come about due to issues of human rights, freedom of speech, financial sustainability, safety and from recommendations made by the Community Advisory Panel in 2010.
2.	<b>Values</b>	Pride Toronto believes in providing a festival free from hate and discrimination of any nature while providing a place for all people and participants to openly express their views in an environment that is accepting and safe.
3.	<b>Scope</b>	This is an Organizational wide policy that will be enforced across the entire Pride Toronto festival site.
4.	<b>Definitions</b>	<p><b><u>City of Toronto Non-Discrimination Policy:</u></b>  <i>City of Toronto's policy statement prohibits discrimination and harassment and protects the right to be free of hate activity, based on age, ancestry, citizenship, creed (religion), colour, disability, ethnic origin, family status, gender identity, level of literacy, marital status, place of origin, membership in a union or staff association, political affiliation, race, receipt of public assistance, record of offences, sex, sexual orientation or any other personal characteristics by or within the organization.</i></p> <p><b><u>Entrant</u></b> – any individual, group, vehicle or float.</p>
5.	<b>Policy Guidelines</b>	<p><b>5.1)</b> All entrants in the Pride Parade are expected to have registered in advance. This pre-registration is necessary to allow our volunteers to safely plan the parade, to ensure that all entrants have met their financial commitments, and to ensure that entrants have agreed to abide by the City of Toronto's non-discrimination policy and Pride Toronto's policies. Any entrant attempting to enter the Parade without registration may be asked to leave by an authorized Pride Toronto volunteer or staff member. If the entrant refuses to leave, police may be asked to intervene.</p> <p><b>5.2)</b> All entrants in the Dyke March are expected to adhere to the same guidelines as above. Registration immediately prior to the March will be allowed, and volunteers will have registration forms available.</p> <p><b>5.3)</b> All participants in the Parade or Dyke March may be subject to complaints under the Dispute Resolution Policy.  <a href="http://www.pridetoronto.com/downloads/DRP%20Final%20Apri%202011.pdf">www.pridetoronto.com/downloads/DRP%20Final%20Apri%202011.pdf</a></p>

		<p><b>5.4)</b> All participants in Pride Toronto events are expected to respect human rights and hate legislation and to respect the rights of other participants. Anyone viewed violating human rights or hate legislation, behaving in a violent manner or disrupting the event may be asked to leave or may be identified to the police.</p> <p><b>5.5)</b> In interpreting this policy Pride Toronto Public Safety Coordinators may consult with the Pride Toronto Director of Operations, the Pride Toronto Executive Director and/or one of the Pride Toronto Board Co-Chairs. In the case of an alleged violation of hate laws, violence or disruption, volunteers should report the incident directly to police.</p>
6.	<b>References</b>	
7.	<b>Appendices</b>	
8.	<b>Approval &amp; Responsibility</b>	<p>This policy shall be reviewed by the Management Team prior to the end of each annual Management Planning Session to assess the effectiveness of the policy in achieving the purpose set out in Section 1 as well as in complying with municipal, provincial and federal laws and regulations, as may be amended from time to time.</p> <p>Concerns and/or questions about this policy can be directed to: Evan Dean, Pride Toronto Governance Chair.</p> <p>This policy shall be amended only by resolution of the Board of Directors through review and recommendation of the Board Governance Committee.</p>
9.	<b>Approval Dates</b>	<p>This policy was approved on: 23-Jun-11</p> <p>This version takes effect from: 23-Jun-11</p> <p>This policy will be reviewed by: 1-May-12</p>



**Guidelines Regarding Pride Participants:**  
**Pride Toronto**  
**June 2011**




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Policy Title: Guidelines Regarding Pride Participants  
 Policy Number: PT-2-11  
 Date Effective: (23-June-11)

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**DRAFT**

Guidelines Regarding Pride Participants		
1.	<b>Purpose</b>	The purpose of this policy is to outline the expectations of visitors, participants and volunteers at the Pride Festival with regards to the City of Toronto's Non-Discrimination Policy. The need for such a policy has come about due to issues of human rights, freedom of speech, financial sustainability, safety and from recommendations made by the Community Advisory Panel in 2010.
2.	<b>Values</b>	Pride Toronto believes in providing a festival free from hate and discrimination of any nature while providing a place for all people and participants to openly express their views in an environment that is accepting and safe.
3.	<b>Scope</b>	This is an Organizational wide policy that will be enforced across the entire Pride Toronto festival site.
4.	<b>Definitions</b>	<p><b><u>City of Toronto Non-Discrimination Policy:</u></b>  <i>City of Toronto's policy statement prohibits discrimination and harassment and protects the right to be free of hate activity, based on age, ancestry, citizenship, creed (religion), colour, disability, ethnic origin, family status, gender identity, level of literacy, marital status, place of origin, membership in a union or staff association, political affiliation, race, receipt of public assistance, record of offences, sex, sexual orientation or any other personal characteristics by or within the organization.</i></p> <p><b><u>Entrant</u></b> – any individual, group, vehicle or float.</p>
5.	<b>Policy Guidelines</b>	<p><b>5.1)</b> All entrants in the Pride Parade are expected to have registered in advance. This pre-registration is necessary to allow our volunteers to safely plan the parade, to ensure that all entrants have met their financial commitments, and to ensure that entrants have agreed to abide by the City of Toronto's non-discrimination policy and Pride Toronto's policies. Any entrant attempting to enter the Parade without registration may be asked to leave by an authorized Pride Toronto volunteer or staff member. If the entrant refuses to leave, police may be asked to intervene.</p> <p><b>5.2)</b> All entrants in the Dyke March are expected to adhere to the same guidelines as above. Registration immediately prior to the March will be allowed, and volunteers will have registration forms available.</p>

		<p><b>5.3)</b> All participants in the Parade or Dyke March may be subject to complaints under the Dispute Resolution Policy. (<a href="http://www.pridetoronto.com/downloads/DRP%20Final%20Apri%202011.pdf">www.pridetoronto.com/downloads/DRP%20Final%20Apri%202011.pdf</a>)</p> <p><b>5.4)</b> All participants in Pride Toronto events are expected to respect human rights and hate legislation and to respect the rights of other participants. Anyone viewed violating human rights or hate legislation, behaving in a violent manner or disrupting the event may be asked to leave or may be identified to the police.</p> <p><b>5.5)</b> In interpreting this policy Pride Toronto Public Safety Coordinators may consult with the Pride Toronto Director of Operations, the Pride Toronto Executive Director and/or one of the Pride Toronto Board Co-Chairs. In the case of an alleged violation of hate laws, violence or disruption, volunteers should report the incident directly to police.</p>
<b>6.</b>	<b>References</b>	
<b>7.</b>	<b>Appendices</b>	
<b>8.</b>	<b>Approval &amp; Responsibility</b>	<p>i. This policy shall be reviewed by the Management Team prior to the end of each annual Management Planning Session to assess the effectiveness of the policy in achieving the purpose set out in Section 1 as well as in complying with municipal, provincial and federal laws and regulations, as may be amended from time to time.</p> <p>ii. Concerns and/or questions about this policy can be directed to: Evan Dean, Pride Toronto Governance Chair.</p> <p>iii. This policy shall be amended only by resolution of the Board of Directors through review and recommendation of the Board Governance Committee.</p>
<b>9.</b>	<b>Approval Dates</b>	<p>This policy was approved on: 23-Jun-11</p> <p>This version takes effect from: 23-Jun-11</p> <p>This policy will be reviewed by: 1-May-12</p>



## **Police Records Check Volunteer Screening Policy**

Approved May 10, 2006

Reviewed & Updated – November 2011

### **1. Purpose:**

Pride Toronto relies on the efforts and commitment of volunteers to organize and manage Pride Toronto and the Pride Week Festival. We are committed to creating a safe and secure environment for everyone involved in our organization and festival. Therefore, we are instituting a police records check volunteer screening process to ensure that:

- Current and new volunteers in senior positions and that work directly with the vulnerable population, meet set standards directed at reducing the risk of abuse;
- Our services are managed in a safe, professional way;
- Our volunteers are involved appropriately and effectively;

### **2. Process:**

- I. The Police Records Check (PRC) Policy applies to individuals in the following roles:
  - Board Members
  - Team Leads/Advisors
  - Family Pride Weekend Volunteers
  - Senior Safety & Security Volunteers (Team Members)
- II. The police records checks is completed as part of the volunteer screening process. The offer of a position is given upon the successful application of a position, pending the results of the police records check.
- III. PRC's must be processed for Existing Board Members and Team Leads. All new volunteers and volunteers renewing their term must complete a PRC when the new term has been approved. Senior Security, Beverage Garden Mangers and Family Pride festival volunteers will require an annual PRC before they commit to the new festival year.
- IV. Board Members and Team Leads will be required to annually sign an agreement, disclosing if they have any criminal charges pending or had a conviction since the time of the last PRC.
- V. The cost for processing these checks will be absorbed by Pride Toronto.
- VI. Pride Toronto has the right to request a signed waiver and PRC for a volunteer that is covered by this policy at any time during their term.

### **3. PRC Criteria:**

- I. The following criminal convictions, unless pardoned, preclude an individual to sit as a Team Lead, Board Member, Senior Security, or Family Pride Festival volunteer.

<b>Involving a Violent Act</b>	Anyone who has been convicted of a violent crime against another person.
<b>Involving a Weapons Offence</b>	Anyone who has been convicted of a crime involving Weapons.

<b>Involving Controlled Drugs and Substances</b>	Anyone who has been convicted of dealing (selling).
<b>Involving Alcohol</b>	Anyone who has been convicted of crimes involving alcohol within the past five years.
<b>Involving Theft without Violence</b>	Anyone convicted of a crime involving theft over \$5000 Anyone convicted of theft under \$5000 within the past 5 years.
<b>Involving Fraud</b>	Anyone convicted of a crime involving fraud.
<b>Involving Child Abuse</b>	Anyone who has been convicted of abusing a child, physically, emotionally or sexually. Pardons do not affect this exclusion (Bill C-7)

- II. The following convictions although they do not immediately preclude someone from volunteering will require a meeting with the Executive Director and/or an interview with the review committee and a decision will be made based on the amount of risk that is deemed possible.

Anyone who has been convicted of crimes involving alcohol beyond the last 5 years.
Anyone who has been convicted of possession of controlled substances.
Anyone convicted of theft under \$5000 beyond the last 5 years.

#### **4. Review of Offences**

##### **I. Review Committee**

Offences that are not included in the above summary will be reviewed on a case by case basis by the Executive Director and brought to a review committee for a decision if deemed necessary. The review committee will be comprised of 2 Board Members and the Executive Director.

##### **II. Summary Reports**

In the case where a summary report is mailed to the applicant and the individual wishes to continue the application process; an original copy of the summary report must be presented to the Volunteer Program Manager. If the summary report does not outline information that precludes an individual from volunteering, then a photocopy of the summary report must be retained by Pride Toronto.

## **5. Appeal Process**

Candidates that are precluded from volunteering due to the PRC criteria and feel that there are unique circumstances surrounding their conviction and they do not pose risk to the organization and the population we serve, the candidate is able to appeal the decision to the Executive Director and Board of Directors. Requests for appeal must be made in writing to [edirector@pridetoronto.com](mailto:edirector@pridetoronto.com), outlining the reasons that appeal is being requested and details of the unique circumstances supporting the request.

## **6. Confidentiality**

### **I. Privacy**

The PRC's will be monitored and processed by the Volunteer Program Manager and will be available to the Executive Director and Board of Directors. Waivers that are returned without a history of an offence as well as summary conviction reports will be stored in a locked, secured area in the Executive Director's office.



## **MEMBERSHIP PROGRAM POLICY & PROCEDURES**

**v.1.0**

**6-Nov-13**

### **1. PURPOSE**

The purpose of this policy is to provide additional context and direction around the Pride Toronto Membership Program. This policy will deal with both how the Membership Program is implemented as well as how the Board will interpret and implement the By-Laws relating to Membership

### **2. MEMBERSHIP PHILOSOPHY**

Pride Toronto will make every effort to interpret the By-laws and this policy to be as inclusive of the LGBTTIQQ2SA community as possible.

### **3. WHO IS A MEMBER OF PRIDE TORONTO?**

As per the Pride Toronto By-Laws as of 24-Oct-13:

#### **MEMBERSHIP**

#### **6 ELIGIBILITY FOR MEMBERSHIP**

- 6.1** *The membership of the Corporation shall consist of such individuals whose application for admission to the membership has received the approval of the Board of Directors, in its sole discretion, in each fiscal year.*
- 6.2** *Unless otherwise determined by the Board, the term of membership commences as of the beginning of one AGM and ends at the beginning of the subsequent AGM.*
- 6.3** *Individuals shall be eligible for annual membership in the Corporation if they meet the all of the following criteria:*
- (a) acknowledge in writing support for the objects and activities, including the "Mission, Vision and Values of the Corporation", as amended from time to time;*
  - (b) be approved for membership by resolution of the Board; and*
  - (c) meet at least one of the following criteria:*
    - (i) contribute at least 8 hours of volunteer work to the Corporation;*
    - (ii) pay a membership fee, to be determined by the Board; or*
    - (iii) be nominated for membership by the Board.*

#### **7 WAITING PERIOD**

- 7.1** *In the event that a person is eligible for a new term of membership pursuant to either section 6.3(c)(i) or section 6.3(c)(ii) and the Board has approved the individual for membership, the membership period shall only commence sixty (60) days following the completion of the required volunteer time or the payment of the membership fee, as applicable.*

#### **8 RIGHTS OF MEMBERS**

- 8.1** *Every member in good standing each year is entitled to:*
- (a) hold an office of the Corporation in accordance with the By-laws;*
  - (b) receive notice, attend and vote in person or by proxy at Membership Meetings, in accordance with the By-laws;*

(c) all of the other rights and privileges afforded by the Act.

8.2 Membership in the Corporation is not transferable.

## **9 PROXIES**

9.1 Every member entitled to vote at a Membership Meeting may appoint by an instrument in writing (a "**Proxy**"), in form and substance acceptable to the Corporation, a person (a "**Proxyholder**") or one or more alternate Proxyholders, who need not be members, to attend and vote at a Membership Meeting in the manner, to the extent and with the authority conferred by the Proxy.

9.2 An individual may only hold one member's proxy.

## **10 RESIGNATION AND TERMINATION**

10.1 Membership shall cease:

(a) upon the death or incapacity of a member;

(b) if the member resigns by written notice given to the Secretary of the Corporation; or

(c) if the member takes any action which, in the sole discretion of the Board of Directors, is deemed to be contrary to the objects, activities or interests of the Corporation, such member may be removed by a resolution of the Board at a meeting of the Board for which notice of the intent to remove the member has been given. Notice of the Board meeting shall:

(i) be served upon the member in accordance with the By-laws not less than seven (7) days prior to the Board meeting;

(ii) set out the grounds for the proposed membership termination and advising the member of the right to be heard prior to the Board voting on the resolution.

## **11 MEMBER REGISTRY**

11.1 The name and contact information of each member shall be kept in a register at the Corporation's head office or such other place in Ontario as may be designated by the Board from time to time.

11.2 Upon receipt of a notice in writing of any change of such address, the Secretary shall cause such change to be noted in the register.

## **4. MEMBERSHIP FEES**

The Membership Fees is currently set at \$10 per member and is subject to each year.

The Board may waive the Membership Fee to accommodate an individual upon request. In such a case, there would be still be a 60-day waiting period until Membership took effect from the date that such a request was made.

Membership Fee may be paid for either the remainder of the current year or for the upcoming year.

## **5. LAPSED MEMBERS**

Individuals whose were members in the previous year, but whose Membership has lapsed will be able to renew their Membership at the next AGM by paying the Membership Fee.

## **6. BOARD NOMINATE MEMBERS**

The Board will strive to only nominate individuals for Membership under the following circumstances:

- Any individual who is selected to becoming a Pride Toronto Team Lead or Pride Toronto Advisor will be immediately nominated for Membership
- Any individual who has been selected to stand for a vacant board position will be immediately nominated for Membership

- In order to resolve disputed Memberships that may arise at a General Meeting where it is reasonable to conclude that an individual has met the necessary criteria for Membership but is **NOT** on the Membership list

## **7. MEMBER CONFIRMATION**

Any individual who volunteers with Pride Toronto will be given the opportunity to confirm the hours that they have volunteered to ensure that all individuals who have met the qualifications for Membership are put forward as such.

## **8. MEMBER COMMUNICATION**

Pride Toronto will notify all Members by email about, but not limited to, the following:

- Notices of Member's Meetings – with all relevant materials
- Audited Financial Statements
- Annual Report
- Any Public Call Outs (i.e. artist applications, RFPs, job postings, board opportunities)

## **9. WAITING PERIOD**

The waiting period for membership for any individual who is subject to it will begin from when they have met the criteria under By-Law 4d or have requested Membership from the Board. However, membership can not take effect until after the Board has approved the membership list.

## **10. DISPUTED MEMBERSHIP**

All disputes from individuals about Membership with Pride Toronto's will receive a respectful and timely response. Any disputed membership will be addressed by the Board in advance of the General Meeting immediately following the date in which the dispute was raised.

Where possible, Individuals will be directed to submit details of the dispute (via email) to the Board Secretary or a stated designate of their choosing.

## **11. MEMBERSHIP RECORD KEEPING**

It will be the responsibility of the Board Secretary to maintain a complete and accurate Membership List and to present this list to the Board at the last Board Meeting prior to a General Meeting. All Members will be identified by a first and last name as well as an active email address or in absence of that a current phone number.

## **12. PRIVACY OF MEMBERS INFORMATION**

Pride Toronto will strive to maintain the confidentiality of all its Members, however other Members have the right to access Membership list, in specific circumstances, as per the Ontario Not-For-Profit Act, 2010 section 96. Therefore Pride Toronto can not guarantee full confidentiality of Member information

### **Members' access to register of members**

**96. (1)** A member or a member's attorney or legal representative who wishes to examine the register of members of a corporation shall first make a request to the corporation or its agent accompanied by a statutory declaration described in subsection (3). As soon as is practical, the corporation or its agent shall allow the applicant access to the register during the corporation's regular office hours and, on payment of a reasonable fee, provide the applicant with an extract from the register. 2010, c. 15, s. 96 (1).

### **Corporation to provide list of members**



[\(2\)](#) Any person described in subsection (1), on payment of a reasonable fee and on giving a corporation or its agent the statutory declaration described in subsection (3), may on application require the corporation or its agent to give the person a current list of members setting out the names and addresses of each member and such additional information as is required by the by-laws as soon as is practical. 2010, c. 15, s. 96 (2).

#### **Contents of statutory declaration**

[\(3\)](#) The statutory declaration required under subsection (1) or (2) must,

- (a) state the name and address of the applicant and, if the applicant is a body corporate, its address for service; and
- (b) state that the list of members or the information contained in the register of members obtained under subsection (1) will not be used except as permitted under subsection (5). 2010, c. 15, s. 96 (3).

#### **Same**

[\(4\)](#) If the applicant is a body corporate, the statutory declaration must be made by a director or officer of the body corporate. 2010, c. 15, s. 96 (4).

#### **Use of information or list**

[\(5\)](#) A member or a member's attorney or legal representative who obtains a list of members or information from a register of members under this section shall not use the list or information except in connection with,

- (a) an effort to influence the voting of members;
- (b) requisitioning a meeting of the members; or
- (c) another matter relating to the affairs of the corporation. 2010, c. 15, s. 96 (5).



## **MEMBERSHIP PROGRAM POLICY & PROCEDURES**

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### **1. PURPOSE**

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### **Corporation to provide list of members**

[\[2\]](#) Any person described in subsection (1), on payment of a reasonable fee and on giving a corporation or its agent the statutory declaration described in subsection (3), may on application require the corporation or its agent to give the person a current list of members setting out the names and addresses of each member and such additional information as is required by the by-laws as soon as is practical. 2010, c. 15, s. 96 (2).

#### **Contents of statutory declaration**

[\[3\]](#) The statutory declaration required under subsection (1) or (2) must,

- (a) state the name and address of the applicant and, if the applicant is a body corporate, its address for service; and
- (b) state that the list of members or the information contained in the register of members obtained under subsection (1) will not be used except as permitted under subsection (5). 2010, c. 15, s. 96 (3).

#### **Same**

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#### **Use of information or list**

[\[5\]](#) A member or a member's attorney or legal representative who obtains a list of members or information from a register of members under this section shall not use the list or information except in connection with,

- (a) an effort to influence the voting of members;
- (b) requisitioning a meeting of the members; or
- (c) another matter relating to the affairs of the corporation. 2010, c. 15, s. 96 (5).



**PURCHASING & PROCUREMENT  
POLICY**

**APPROVED 11 JANUARY 2010**

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*Please note:*

*Throughout the policy document notes (regarding information to be added once the policy, or additional policies or procedures are approved) are highlighted in yellow. This text will not be included in the final policy document.*

Purchasing & Procurement Policy		
1.	Purpose	<ul style="list-style-type: none"> <li>i. To ensure that all goods and/or services purchased by Pride Toronto provide the best value for money spent;</li> <li>ii. To ensure and to provide an open and transparent procurement process;</li> <li>iii. To promote and maintain the integrity of the purchasing process and protect Pride Toronto, employees involved in the process and suppliers, by providing clear direction and accountability.</li> </ul>
2.	Values	<ul style="list-style-type: none"> <li>i. Pride Toronto is committed to the promotion of a diverse Canadian workforce and environmental integrity. To this end, Pride Toronto encourages bids from organizations and companies with a demonstrable commitment to diversity and to the environment. Please refer to the developing Green Policy for further information on the environmental initiative.</li> <li>ii. Pride Toronto will not purchase goods or services from suppliers who breach the Organization's values.</li> </ul>
3.	Scope	This is an organizational wide policy.
4.	Definitions	<p><b><u>Account code:</u></b> a number issued used by the Finance Department to individual line items within the Organization's budget.</p> <p><b><u>Contract:</u></b> an agreement, intended to give rise to legal obligations, entered into between two or more parties to do or abstain from doing something. This definition includes all signed agreements with individuals, governments and corporate suppliers of goods and/or services.</p> <p><b><u>Cost centre:</u></b> a department, project group, sub-department, or sub-project group categorization for accounting purposes.</p> <p><b><u>Cheque requisition:</u></b> a form used by Staff and Volunteers that accompanies an invoice or receipt documenting an approved expense, used to issue a cheque as payment for the expenditure.</p> <p><b><u>Emergency purchase:</u></b> a purchase made in a crisis situation where immediate action is required to prevent loss of life, property or to minimize a negative impact on Pride Toronto's operations.</p> <p><b><u>Goods:</u></b> physical product capable of being delivered to purchaser and involves the transfer of ownership from seller to customer.</p> <p><b><u>Letter of agreement:</u></b> a form of <i>contract</i> between two or more persons to purchase or sell a good and/or service.</p> <p><b><u>Management Team:</u></b> the Executive Director, Associate Director, and Fundraising Director of Pride Toronto.</p> <p><b><u>Manager or Program Manager:</u></b> a role within the Organization that has the authority to approve, monitor, and evaluate contracts / purchasing within a specified dollar value.</p> <p><b><u>Master service agreement:</u></b> a standard portion of every contract that the Organization enters into, the Master Service Agreement establishes specific terms common to all contracts. <i>See Appendix 7.4.</i></p> <p><b><u>Multi-Year agreements:</u></b> a form of <i>contract</i> for a period of up to three years</p>



		<p>between Pride Toronto and a contractor.</p> <p><b><u>Organization:</u></b> refers to Pride Toronto the not-for-profit organization.</p> <p><b><u>Organizational services:</u></b> are activities that are needed by the Organization in order to accomplish its major objectives (for example staff salaries and infrastructure expenses).</p> <p><b><u>Preferred suppliers:</u></b> a predetermined list of suppliers that have previously supplied satisfactory goods or services, that offer a particular good or service at prearranged prices, under set terms and conditions, when and if required; or, suppliers that have made a pre-approved contribution to the Organization or contra deal with the Organization in excess of \$10,000 that is acknowledged in writing by the Organization.</p> <p><b><u>Purchase order:</u></b> a number issued by the Finance Department prior to a purchase or procurement, that indicates that the expense about to be incurred has been pre-approved and is allocated within the Organization's budget. The Purchase Order issuing process, is a check and balance system within the Organization's Financial Department. See <i>Policy &amp; Procurement Procedures</i> for more information (a page / section number will be included once the procedure is written).</p> <p><b><u>RFP:</u></b> a Request for Proposal is a document that sets out the general specifications for a good and/or service that is required and asks for a formal written request for price submissions from several suppliers.</p> <p><b><u>Scope of work:</u></b> a specific division of work customized between the Organization and the contractor, to be performed under a contract or sub-contract in the completion of a project.</p> <p><b><u>Single sourcing:</u></b> the purchase of goods and/or services from a supplier without making competitive sourcing enquiries when a number of qualified suppliers are known to exist.</p> <p><b><u>Services:</u></b> work that by its nature can be performed by persons or firms with specialized skills and knowledge. Although a product may or may not result from the transaction, the primary reason for the purchase is the service provided.</p> <p><b><u>Sole sourcing:</u></b> the purchase of goods and/or services when only one supplier is known to exist.</p> <p><b><u>Supplier:</u></b> individual or organization providing a good and/or service.</p> <p><b><u>Tender:</u></b> a formal written offer to contract goods or services at a specified cost or rate.</p> <p><b><u>Unsolicited proposal:</u></b> is defined as a supplier-initiated offering of goods, services, or solutions. The aim of such a proposal is to enable a supplier to establish a sales contract or business alliance partnership that is neither the result of a competitive solicitation nor the result of an Organization-initiated direct award.</p>
5.	<p><b>Policy Guidelines</b></p> <p>5.1 Authority</p> <p>5.2 Soliciting</p> <p>5.3 Contracting &amp; Awarding</p> <p>5.4 Documenting</p>	<p><b>5.1 Authority</b></p> <p>The authority to source products or services, draft contracts, approve contracts and purchases, and to sign contracts on behalf of the Organization, is dependent on the role within the Organization. See <i>Appendix 7.1: Purchasing &amp; Procurement Authority Chart</i> for a complete overview.</p> <p><b><u>The Board of Directors:</u></b></p>

	<p>5.5 Receiving</p> <p>5.6 Petty Cash / Payment / Credit Cards</p> <p>5.7 Evaluating / Monitoring</p> <p>5.8 Conflict of Interest</p> <p>5.9 Consequences for Breaches of This Policy</p>	<p>The Board of Directors' Co-Chairs, Treasurer and Secretary have the authority to sign contracts on behalf of the Organization. Other Board Members have no purchasing or procurement authorities.</p> <p><u><b>Staff:</b></u></p> <p>The Executive Director has the authority to source products &amp; services, draft, approve and sign contracts on behalf of the Organization. The Associate Director and Fundraising Director have the authority to source products &amp; services, draft contracts, approve contracts and services up to a dollar value of \$50,000, and to sign contracts on behalf of the Organization.</p> <p>The Site and Logistics Program Manager, Volunteer Program Manager, and Arts and Entertainment Program Manager have the authority to approve purchases up to a dollar value of \$10,000, to source products &amp; services and to draft contracts. The Office Administrator has the authority to source products and services and to purchase goods within an allocated budget.</p> <p>The Finance Manager, Green Program Manager, Events Program Manager and Media Program Manager have the authority to approve purchases up to a dollar value of \$10,000, to source products &amp; services and to draft contracts. The Executive Assistant and Site Logistics Assistant have the authority to source products and services.</p> <p>The Marches &amp; Parades, Technical and Street Fair Project Planners have the authority to approve purchases up to a dollar value of \$1,000, to source products &amp; services and to draft contracts.</p> <p><u><b>Volunteer Committees:</b></u></p> <p>Coordinators have the authority to source products and services and to purchase goods within an allocated budget. Committee Members and Weekend Volunteers have no purchasing or procurement authorities.</p> <p><b>5.2 Soliciting</b></p> <ul style="list-style-type: none"> <li>i. A minimum of one competitive quote will be sought for the supplies of goods or for performance of certain functions or services below \$5,000. The Manager responsible for the procurement will issue a purchase order without a contract.</li> <li>ii. A minimum of three competitive quotes will be sought for the supplies of goods or for performance of certain functions or services above \$5,000 and below \$10,000. The Manager responsible for the procurement will issue a purchase order without a contract.</li> <li>iii. Pride Toronto will issue a Request for Proposal when the supplies of goods or for performance of certain functions or services are of a value above \$10,000.</li> </ul>
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		<p><u><i>Requests for Proposals</i></u></p> <p>All Requests for Proposal shall be posted publicly for a minimum of 24 hours, and may be distributed to potential suppliers. A minimum of three quotes will be sought before final review and evaluation of the Requests. The Manager posting the Request for Proposals, together with the Executive Director if applicable, shall develop the evaluation criteria for each Request for Proposal.</p> <p><u><i>Refusal to accept proposals</i></u></p> <p>The Organization will refuse to accept any proposal provided in response to a Request for Proposal that is:</p> <ul style="list-style-type: none"> <li>i. incomplete</li> <li>ii. not sealed</li> <li>iii. received after the closing deadline</li> <li>iv. submitted once a Request for Proposal has been cancelled.</li> </ul> <p><u><i>Unsolicited Proposals</i></u></p> <p>Pride Toronto can receive unsolicited proposals. If the Organization determines that the proposal warrants consideration, then the proposal must be submitted to the Manager responsible for the good or service identified in the proposal.</p> <p>The proposal must demonstrate one of the following:</p> <ul style="list-style-type: none"> <li>i. it addresses the current or future needs of the Organization; or</li> <li>ii. the goods or services are not otherwise available in the marketplace.</li> </ul> <p>Submitters of unsolicited proposals shall be made aware that the content of their proposal, or a portion thereof, may be used to create a public or invitational tender or request for quotation and there shall be no obligation upon the Organization to engage the submitter to provide the said goods or services. Submission of an unsolicited proposal shall in no way require the Organization to procure the goods or services from the submitter.</p> <p><u><i>Emergency Purchases</i></u></p> <p>Notwithstanding the provisions of this policy, in case of an unforeseen and unplanned emergency that is an interruption of service(s) or events(s), whether or not officially declared, when an event occurs that is determined by the Executive Director and one other member of the Management Team to be a threat to:</p> <ul style="list-style-type: none"> <li>i. public health</li> <li>ii. maintenance of essential Organizational services</li> <li>iii. welfare of persons or of public property, or</li> <li>iv. security of the Organization or its interests</li> </ul> <p>and response to the threat requires the immediate procurement of goods or</p>
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		<p>services, and the imminent need does not permit time for a competitive bid process to take place, the Executive Director and one other member of the Management Team may authorize the procurement of such goods, services and/or construction as is deemed necessary to remedy the situation.</p> <p>The relevant details surrounding the emergency event shall be included in a report by the Staff members responsible for approving the procurement and submitted to the Finance Manager within 30 days. See <i>Policy &amp; Procurement Procedures</i> for more information (a page / section number will be included once the procedure is written).</p> <p><b>5.3 Contracting &amp; Awarding</b></p> <p>All Pride Toronto contracts will include the Organization's Master Service Agreement (<i>See Appendix 7.4</i>) and an attached Scope of Work document.</p> <p>The Master Service Agreement contains standard terms for all contracts and can only be edited with approval of the Finance Manager or the Executive Director. The Scope of Work documents the specific division of work customized between the Organization and the contractor, to be performed under a contract or sub-contract in the completion of a project. It must clearly establish the outputs and outcomes required, together with their quality and quantity, against which the performance of the contractor can be monitored throughout the duration of the contract. See <i>Policy &amp; Procurement Procedures</i> for more information (a page / section number will be included once the procedure is written).</p> <p><u><i>Competitive Process</i></u></p> <ol style="list-style-type: none"> <li>Objective selection criteria for the awarding of a contract must be established prior to inviting bids and proposals and must be consistent with those specified in the solicitation documents. Selection procedures and timelines must not limit anyone from competing.</li> <li>All standard competitive processes must provide identical information for potential bidders or proponents to the solicitation, to fairly and equally base their response. The rationale for the ranking of all proponents must be documented. All RFPs must request three references from each candidate.</li> <li>In addition, opportunities may also be distributed to all vendors on a source list maintained for the specific goods, or they may be advertised in a newspaper.</li> <li>The permitted response time to a solicitation must be sufficient to allow all potential proponents to have a reasonable opportunity to compete. This will take into account the time required to disseminate information, the complexity of the procurement, and the time required to prepare an appropriate response.</li> <li>Before considering a bid or proposal, Pride Toronto must ensure that it meets all mandatory requirements specified in the solicitation documents.</li> </ol>
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		<p>vi. Selection of the successful proposal will entail a consideration of multiple factors including the proposal's overall rating and the compatibility of the proponent with Pride Toronto's stated mandate.</p> <p>vii. The competitive process will evaluate each supplier's proposed approach, or pricing, or other elements required for the project.</p> <p>viii. The Manager responsible for the selection process will ensure all three references are checked and evaluated as a portion of the ranking.</p> <p>ix. A written confirmation must be sent to the contractor who was successful on a solicitation.</p> <p>x. Pride Toronto employees and volunteers must not divulge information regarding a contract or a bid. See the <i>Confidentiality Policy</i> for more information (a page / section number will be included once the policy is written).</p> <p><u><i>Multi-year Agreements</i></u></p> <p>i. A contract in the form of a Multi-year Agreement for a period of up to three years may be made between Pride Toronto and a contractor.</p> <p>ii. Multi-year Agreements must outline specific costs per year, highlighting fixed pricing or projected escalation in costs. Increased pricing or costs must be negotiated and agreed upon in writing before entering into the new contract year.</p> <p>iii. To be eligible, at the end of each contract year, contractors must meet Organizational standards through an evaluation for Multi-year Agreements including satisfactory performance, no unresolved compliance issues or concerns with any of the services provided by the contractor, and full declaration of any real or perceived conflicts of interests (if applicable).</p> <p>iv. Contractors who are entering a Multi-year Agreement for the first time must demonstrate the ability to meet the requirements of the contract. They may negotiate a time period not to exceed one year from the commencement of the Multi-year Agreement, in which they commit to a work plan with progress reports to demonstrate to the contract Manager that the contractor meets the Organizational standards for Multi-year Agreements.</p> <p><u><i>Direct Awards</i></u></p> <p>Contracts for acquisitions may be negotiated and directly awarded without competitive process where one of the following exceptional conditions applies:</p> <p>i. it can strictly be proven that only one contractor is qualified to provide, or is capable of engaging in such acquisition opportunity;</p> <p>ii. a donor / funder specifies a certain product and / or supplier be contracted based on their donation;</p> <p>iii. an unforeseeable emergency exists and the goods or services could not be obtained in time by means of competitive process;</p> <p>iv. the acquisition is of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise Pride Toronto's confidentiality.</p> <p><b>5.4 Documenting</b></p>
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		<ul style="list-style-type: none"> <li>i. Pride Toronto must maintain adequate contract documentation for all phases of the procurement process, including planning, solicitation, award, management, amendments, schedules of payment, progress reports and contract evaluations for seven years.</li> <li>ii. Contracts must be in writing and signed and delivered by all parties prior to the commencement of the work or service (or, in the case of an emergency, as soon as possible thereafter).</li> <li>iii. Contracts must be made in the contractor's legal name. Each contract must be approved and signed by the appropriate authority. In no circumstances should an unauthorized employee, volunteer or agent legally bind the Organization with apparent authority.</li> <li>iv. Upon finalizing the negotiation of the contract, the Staff member responsible for approving the contract must ensure it is submitted to the Finance Manager within 30 days. Contract payments will not be made unless accompanied by a purchase order with number. See <i>Policy &amp; Procurement Procedures</i> for more information (a page / section number will be included once the procedure is written).</li> </ul> <p><b>5.5 Receiving</b></p> <ul style="list-style-type: none"> <li>i. Pride Toronto employees, before signing for the receipt of goods and/or services, must inspect the shipment for damage and/or missing or incorrect items. Goods received must match the shipment's documentation.</li> <li>ii. Discrepancies between goods and/or services received and goods and/or services ordered must be reported immediately to the supplier. If the supplier does not take appropriate corrective action, the Manager responsible for the goods and/or service should be contacted for assistance.</li> <li>iii. The Finance Manager must maintain adequate receipt records or other documentation to support account verification and payment. See <i>Policy &amp; Procurement Procedures</i> for more information (a page / section number will be included once the procedure is written).</li> </ul> <p><b>5.6 Petty Cash / Payment / Credit Cards</b></p> <p><u>Petty Cash</u></p> <ul style="list-style-type: none"> <li>i. Petty cash is managed and coordinated by the Office Administrator.</li> <li>ii. Petty cash will be issued to Staff and Coordinators for purchases under \$20 by the Office Administrator.</li> </ul> <p><u>Payment by bank draft or cheque</u></p> <ul style="list-style-type: none"> <li>i. The authority to source products or services, draft contracts, approve contracts and purchases, and to sign contracts on behalf of the Organization, is dependent on the role within the Organization. See <i>Section 5.1 and Appendix 7.1: Purchasing &amp; Procurement Authority Chart</i> for a complete overview.</li> <li>ii. Where a contract requires a deposit, the deposit will be less than 51%.</li> <li>iii. Where a third party bank transaction is for over \$20,000, it requires the signatures of both a Staff member with signing authority and a Board Member with signing authority.</li> <li>iv. All payment requests must be allocated the appropriate cost centre by</li> </ul>
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		<p>the Manager responsible for the contract and then submitted to the Finance Manager.</p> <p>v. Receipts for pre-approved purchases above \$20 must be submitted to the Staff Liaison (if the purchase was made by a Coordinator), or directly to the Finance Manager (if the purchase was made by an employee) and must be accompanied by a Cheque Requisition form. The Finance Manager will reconcile the information and issue a cheque.</p> <p><u><i>Credit Cards</i></u></p> <p>The authority to possess an Organizational credit card is limited to the Management Team.</p> <p>i. The cardholder is responsible for the safekeeping of the card and the regular scrutiny of the account for any disputed transactions.</p> <p>ii. The cardholder is responsible for obtaining of proof of expenditure for any items spent against it, whether by themselves or other members of the Organization.</p> <p>iii. The cardholder is responsible for the submission of a monthly reconciliation detailing the purpose of each expenditure including the invoice or receipt for each item, and the account code and cost centre to which items should be posted.</p> <p>iv. Credit cards shall only be used for approved Organizational expenditures. If the expenditure is not approved, the cardholder is expected to reimburse the Organization. See <i>Policy &amp; Procurement Procedures</i> for more information (a page / section number will be included once the procedure is written).</p> <p><b>5.7 Evaluating / Monitoring</b></p> <p><u><i>Contracts</i></u></p> <p>i. The Manager must ensure timely and consistent monitoring of the contractor's performance as the assignment progresses in accordance with the terms and conditions of the contract. The Manager must also ensure a post-completion evaluation is completed on every contract to provide a record of the contractor's performance and to assist in future contracting activity. The Finance Manager shall store the evaluation and all other relevant paperwork with the original contract.</p> <p>ii. Where a contractor deviates from the terms and conditions of a contract, the contract Manager must immediately take one or more of the following steps:</p> <p>Step 1 – Notify the contractor in writing within ten business days of the deficiency and arrange to discuss the problem. A record should be kept of such discussions. The discussions could result in an agreement to amend the terms of the contract.</p> <p>Step 2 – Issue a notice to comply if the contractor persists in deviating from the terms and conditions of the contract.</p>
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		<p>Step 3 – Issue a stop work order (if applicable) if the contractor ignores the notice to comply.</p> <p>Step 4 – Terminate the contract, subject to the advice of the Executive Director.</p> <ul style="list-style-type: none"> <li>iv. Where the breach or deficiency puts public safety at risk, the Organization must proceed immediately to Step 2 and issue a notice to comply, or to Step 4 and terminate the contract.</li> <li>v. If fraud is suspected, the Executive Director must be notified immediately to identify and manage any asset maintenance, risk and liability issues arising from their contracting activities.</li> <li>vi. Any dispute arising out of a contract must be dealt with in a just, prompt and cost-effective manner. All contracts must contain a clause that identifies how a dispute will be resolved. Any dispute arising out of a contract must ultimately be resolved according to the terms of the contract.</li> </ul> <p><b>5.8 Conflict of Interest</b> (this section will later be referenced in the full Conflict of Interest policy)</p> <p>Where an employee or volunteer who is involved in any procurement process has any financial interest, whether direct or indirect, real or perceived, in the procurement, the employee or volunteer:</p> <ul style="list-style-type: none"> <li>i. shall immediately disclose the interest and the nature thereof to the Manager administering the procurement or, where it is the Manager who has the financial interest, to the Executive Director or, where it is the Executive Director who has the financial interest, to the Co-Chairs of the Board of Directors;</li> <li>ii. shall not take part in the award of the contract;</li> <li>iii. shall not attempt in any way to influence the award of the contract.</li> </ul> <p>An employee or volunteer has an indirect financial interest if the employee or volunteer or the employee's or volunteer's spouse or equivalent, or a child of the employee or volunteer:</p> <ul style="list-style-type: none"> <li>i. has a real or perceived controlling interest in, is a shareholder in, or is a director or senior officer of a corporation which has a financial interest in the procurement;</li> <li>ii. is a partner in or is the sole proprietor of an unincorporated business entity or enterprise that has a financial interest in the procurement; or</li> <li>iii. is in the employ of a person, corporation, unincorporated business entity or enterprise that has a financial interest in the procurement.</li> </ul> <p>During the procurement process, all volunteers, employees, and board members involved in the process, are prohibited from accepting, directly or indirectly, from any person, company or corporation to which any contract is or may be awarded, any rebate, gift, money or anything whatsoever of</p>
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		<p>value, except where same is provided for the use and benefit of the Organization.</p> <p><b>5.9 Consequences for Breaches of This Policy</b></p> <p>An employee or volunteer who is in breach of this policy can be subject to a disciplinary hearing and investigation, at the discretion of the Executive Director. A disciplinary hearing will measure the impact of the breach on the Organization and may result in:</p> <ul style="list-style-type: none"> <li>i. financial reimbursement to the Organization; and / or</li> <li>ii. a formal written warning; or</li> <li>iii. dismissal</li> <li>iv. litigation</li> </ul>
<b>6.</b>	<b>References</b>	<ul style="list-style-type: none"> <li>i. Green Policy (in development)</li> <li>ii. Conflict of Interest Policy (in development)</li> <li>iii. Confidentiality Policy (in development)</li> </ul>
<b>7.</b>	<b>Appendices</b>	<p>7.1 Purchasing &amp; Procurement Authority Chart</p> <p>7.2 Credit Card Monthly Reconciliation Form</p> <p>7.3 Cheque Requisition Form</p> <p>7.4 Master Service Agreement (in development)</p>
<b>8.</b>	<b>Approval &amp; Responsibility</b>	<ul style="list-style-type: none"> <li>i. This policy shall be reviewed by the Management Team prior to the end of each annual Management Planning Session to assess the effectiveness of the policy in achieving the purpose set out in Section 1 as well as in complying with municipal, provincial and federal laws and regulations, as may be amended from time to time.</li> <li>ii. Concerns and / or questions about this policy can be directed to: Tracey Sandilands, Executive Director.</li> <li>iii. This policy shall be amended only by resolution of the Board of Directors through review and recommendation of the Board Finance and Audit Committee.</li> </ul>
<b>9.</b>	<b>Approval Dates</b>	<p>This policy was originally approved on: (11.01.10)</p> <p>This version was approved on: (11.01.10)</p> <p>This policy will be reviewed: (31.08.10)</p>

## Appendix #7.1

### Purchasing & Procurement Authority Chart:

Role	Authority to Source Products / Services	Authority to Draft Contracts	Authority to Approve Contracts	Authority to Purchase	Authority to Sign Contracts
<b>Board Roles</b>					
Board Member	N/A				
Board Secretary	In an emergency, as specified in the Organizational By-laws.				X
Board Treasurer					X
Board Co-Chairs					X
<b>Staff Roles</b>					
Executive Director	X	X	X	X	X
Associate Director	X	X	X (up to \$50,000)	X (up to \$50,000)	X
Fundraising Director	X	X	X (up to \$50,000)	X (up to \$50,000)	X
Site & Logistics Program Manager	X	X		X (up to \$10,000)	
Volunteer Program Manager	X	X		X (up to \$10,000)	
Arts & Entertainment Program Manager	X	X		X (up to \$10,000)	
Office Administrator	X			Within an allocated budget	
Finance Manager	X	X		X (up to \$10,000)	
Media Program Manager	X	X		X (up to \$10,000)	
Events Program Manager	X	X		X (up to \$10,000)	
Green Program Manager	X	X		X (up to \$10,000)	
Executive Assistant	X				
Site & Logistics Assistant	X				
Marches & Parade Project Planner	X	X		X (up to \$1,000)	
Street Fair Project Planner	X	X		X (up to \$1,000)	
Technical Project Planner	X	X		X (up to \$1,000)	
<b>Volunteer Committees</b>					
All Coordinators	X			Within an allocated budget	
Committee Members	N/A				
Weekend Volunteers	N/A				

*Colours of this chart are reflective of the most recent Organizational Chart*

**Appendix #7.2**  
**Credit Card Expenditure Template:**

CREDIT CARD EXPENDITURE REPORT

Name

Month end

Date	Vendor	Reason for expense	Account code	Amount
Total				0.00

SIGNED \_\_\_\_\_

DATE \_\_\_\_\_

APPROVED \_\_\_\_\_

**Appendix #7.3**  
**Cheque Requisition Form:**

## CHEQUE REQUISITION – PRIDE TORONTO

**Payable to:**

Name : \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Requested by :**

Name \_\_\_\_\_

Committee \_\_\_\_\_

Date \_\_\_\_\_

**Approved By:**

**Cheque No:**

**Date Issued:**

**Amount \$**

please circle this if

**- Hold for pick-up**

ACC.	DESCRIPTION	NET (incl. PST)	GST	TOTAL
	TOTAL			

**Appendix #7.4**  
**Master Service Agreement:**  
(In development)

**Latest Draft – Circulated 03/28/12**

**Contact [socialmedia@pridetoronto.com](mailto:socialmedia@pridetoronto.com) with any questions, concerns or comments.**

## **Pride Toronto social media policies**

In order to effectively communicate with Pride Toronto's diverse constituencies and to facilitate productive discussions, a few important guidelines must be followed:

- **Post Responsibly:** As a public-serving organization, Pride Toronto's communications must be factually accurate, relevant and clear. All social media interactions must use respectful language and content that complies with Pride Toronto's mission, vision, values and policies. Pride Toronto's Dictionary (see Appendix II) should be a resource for language that meets this purpose. While encouraging open discussions, there must be no abuse, harassment or personal attacks occurring on official or affiliated Pride Toronto accounts.
- **Think Twice, Post Once:** The Internet is "permanent," meaning that even if a post is edited or deleted, it may still be possible to retrieve it, and it could have been forwarded by others. Communications should be reviewed before posting and, where possible, reviewed by another Team member prior to publication.
- **Respect Privacy & Confidentiality:** Names and/or contact information for individuals who have not provided their express consent must not be used on social media. Reasonable precaution and sensitivity to others' needs for discretion must be respected. Where individuals have given their consent, only the name and pronouns they have provided may be used. Generally speaking, gender-specific language is to be avoided unless it has been confirmed appropriate.

No information that is proprietary to Pride Toronto and/or has not yet been publicly announced may be posted on social media. Regardless of privacy settings, social media **must NOT** be used to relay sensitive or confidential information and all posts should be treated as if they are public.

- **Respect Intellectual Property Rights:** Content belonging to another source must not be used without their permission. Re-tweeting or linking to content is an acceptable way to share content published by others as it maintains a connection to the original source. However, it must be clear that re-tweeting content does not constitute endorsement of it by Pride Toronto.
- **Comply with Platform Rules:** Content must comply with the policies of the relevant social media platform. The rules of each social media network should be consulted, particularly as they apply to sexually explicit content, to ensure that any content posted does not place the organization at risk of having their accounts closed.
- **"On behalf of Pride Toronto" vs "About Pride Toronto":** Only spokespersons appointed by the Board or Executive Director are authorized to speak on behalf of Pride Toronto. Where another person's role in the organization may lead to a misperception that they speak on behalf of the Pride Toronto, a disclaimer such as "I am not authorized to speak on behalf of Pride Toronto" must be employed. Caution must be exercised to ensure that Pride Toronto and its representatives are not communicating in a way that may be damaging to Pride Toronto's reputation or standing within the LGBTTIQQ2SA communities.

Social media must not be used to discuss, criticize or debate issues related to the internal business of Pride Toronto. Questions, concerns, and criticisms are welcome, but must be appropriately addressed within the organization. Volunteers are invited to address such matters to their Staff Liaison.

### **Sound judgment and common sense must always be exercised.**

- **Promote Healthy Discussions:** All of Pride Toronto shares a responsibility to encourage open dialogue in the LGBTTIQQ2SA communities. However administrators of, or participants in any of Pride Toronto's social media accounts must monitor and moderate content posted by other users to ensure they abide by the Pride Toronto Social Media Community Guidelines (see Appendix I). This will ensure that all information available on Pride Toronto affiliated social media is consistent with the organization's values.
- **When in doubt, ask!** Any posts containing potentially damaging information must be reported to the Communications Group to be addressed and the Group should always be engaged to assist in responding appropriately.

Any media inquiries must be referred to the Communications Advisor and Executive Director.

**Latest Draft – Circulated 03/28/12**

**Contact [socialmedia@pridetoronto.com](mailto:socialmedia@pridetoronto.com) with any questions, concerns or comments.**

The following disclaimer should be posted, where possible or linked to on all Pride Toronto affiliated social media accounts (e.g., posted on a Facebook info page, linked to from a Twitter profile page).

#### **Pride Toronto Social Media Community Guidelines**

*Pride Toronto encourages open, respectful conversation with a few simple guidelines.*

*Pride Toronto monitors activity on our social media accounts to ensure the most informative and enjoyable experience for all members of our community. Where applicable, we ask that you keep your comments relevant to the original post. Off-topic comments may be removed to ensure that the conversation remains productive.*

*In order to facilitate respectful conversation, Pride Toronto reserves the right to respond to, or remove any posts, photos and/or comments that are:*

- *Attacking or harassing an individual. We welcome frank discussions, but NOT abusive or offensive language, or personal attacks.*
- *In violation of the policies of the social media platform on which the material has been posted.*
- *Referencing personal contact details of others (including street address, phone number, online identification/screen name, email address, etc).*
- *Personal or commercial solicitations/advertising not relevant to Pride Toronto's activities or community including content that can be classified as spam.*
- *Fraudulent, suspicious or misleading. We reserve the right to address factual errors.*
- *In violation of any intellectual property right of another or in violation of any laws or regulations.*

*Any users who repeatedly post content that does not comply with the above may be removed from the discussion.*

*Posters should be aware any posts, photos or videos shared on this site are public, including any comments. Participants should not submit personal or any other information that they do not want made public.*

*Any questions about Pride Toronto's Community Guidelines can be directed to [socialmedia@pridetoronto.com](mailto:socialmedia@pridetoronto.com)*

Third Party Fundraising Events		
1.	<b>Purpose</b>	The purpose of this document is to provide guidelines around Pride Toronto's engagement with third party organizations wishing to hold a fundraising event with Pride Toronto as the beneficiary. The audience for this document is Pride Toronto staff, board and volunteers.
2.	<b>Values</b>	These standards are intended to enhance public confidence in the integrity of Pride Toronto and its partners. This policy is intended to represent transparency, fairness, and equality.
3.	<b>Scope</b>	This policy is for WorldPride 2014 only and should be re-evaluated in advance of the 2015 Pride festival.
4.	<b>Definitions</b>	<p><b><u>Third Party Fundraising:</u></b> An external fundraising activity run by outside supporters whose net proceeds, in whole or in part, are directed to Pride Toronto</p> <p><b><u>LGBTTIQQ2SA</u></b>  LGBTTIQQ2SA is an acronym used to represent a broad array of identities such as, but not limited to, lesbian, gay, bisexual, transsexual, transgender, intersex, queer, questioning, two-spirited, and allies.</p>
5.	<b>Policy Guidelines</b>	<p><b>5.1 Requirements of third party event organizers</b>  Third party fundraising event organizers must:</p> <ol style="list-style-type: none"> <li>Align with Pride Toronto and WorldPride 2014 Toronto's mission, vision and values, and Human Rights Framework, which include the City of Toronto's Anti-Discrimination Policy.</li> <li>Use messaging and language that strives to be inclusive and reflect human rights principles and values.</li> <li>Strive to use marketing visuals that reflect the diversity of race, culture, religion, sexuality and abilities of LGBTTIQQ2SA communities.</li> <li>Strive to use marketing outreach that is inclusive of communities who have traditionally not been participants of Pride Week in Toronto.</li> <li>Use event spaces that are accessible to all people, and ensure their activities do not exclude any person due to unnecessary barriers.</li> </ol> <p><b>5.2 Requirements of Pride Toronto</b>  Pride Toronto agrees to the following:</p> <ol style="list-style-type: none"> <li>Confirmation that the request for Third Party Fundraising status has been received, within 14 days of receipt.</li> <li>Confirmation that the event meets the requirements of this policy and guidelines within 30 days of receipt.</li> <li>Maintain an official list of fundraising events and organizers</li> <li>Make information of official events received public</li> </ol> <p><b>5.3 Consequences for breaching this policy</b>  An individual or group who is in breach of this policy can be subject to an investigation, at the discretion of the Board or Executive Director. Consequences of breaching this policy may result in one or more of the following actions:</p> <ol style="list-style-type: none"> <li>a verbal or written warning; and/ or</li> <li>dismissal; and / or</li> <li>litigation and / or</li> </ol>



		iv. Or other action as deemed appropriate by Organization
6.	<b>References</b>	i. Pride Toronto Mission, Vision and Values ii. WorldPride Mission, Vision and Values iii. WorldPride Human Rights Framework
7.	<b>Appendices</b>	i. Third Party Fundraising Events - Overview for Event Organizers
8.	<b>Approval &amp; Responsibility</b>	i. This policy shall be reviewed by the Board of Directors at the conclusion of WorldPride 2014 Toronto to assess the effectiveness of the policy in achieving the purpose set out in Section 1 as well as comply with municipal, provincial and federal laws and regulations, as may be amended from time to time. ii. Concerns and / or questions about this policy can be directed to the Executive Director. This policy shall be amended only by resolution of the Board of Directors through review and recommendation of the Board of Director.
9.	<b>Approval Dates</b>	This policy was approved on: 25-Apr-13 This version takes effect from: 26-Apr-13 This policy will be reviewed by: 28-Feb-15

## Third Party Fundraising/Events Selection Process

This is a process administered by Pride Toronto staff, which has discretion to add, remove or edit any of the guidelines, within reason, based on the details of proposed event.

### Candidates

Candidates for the program may come from a number of sources, including, but not limited to:

- An organization looking to be involved with Pride Toronto or WorldPride 2014 Toronto.
- Applications through the Affiliate Events Program.

### Considerations

Considerations might include, but are not limited to:

- The size of the event
- Number of attendees
- Whether the event is ticketed
- Whether the event is public or private

### Selection

Applications will be sent to the Director of Development, who will make recommendations to the Executive Director.

The Director of Development and the Executive Director will consider all proposed third party fundraising events by the criteria outlined in this document.

When assessing potential third party fundraising events, the aforementioned will consider the following:

- What is being asked from Pride Toronto staff, committee and board members
- How well the organization or individual's proposed event aligns with the Pride Toronto and WorldPride 2014 Toronto mission, vision and values, including mindfulness of human rights issues and accessibility
- The appropriate benefits to be included in the agreement
- Financial costs and benefits to Pride Toronto, including effects on other revenue sources and opportunities

The Executive Director will make the final decision to approve a third party fundraising event.

## **5.2 Guidelines**

1. Benefits and status of third party fundraising events are only valid for the year in which they are held.
2. Official fundraising events must not conflict with any Pride Toronto fundraising or other events, or fall within a period of two weeks either side of the Pride Toronto event.
3. Pride Toronto must receive a minimum audited 20 per cent of the door revenue (a figure not to be shared publicly), subject to reasonable negotiation.
4. Pride Toronto may negotiate the activation of in-kind media space for advertising.
5. For fundraising events gearing towards WorldPride 2014 Toronto, the use of any WorldPride branding is strictly limited to the lead-up to the WorldPride 2014 festival and may only be used for historical purposes after June 29, 2014.
6. Branding and approved use of Pride Toronto and/or WorldPride 2014 Toronto branding is offered on a per event basis, and may not be used for any other event before or after.
7. All event advertising and marketing materials must be approved in writing within ten [10] business days by Pride Toronto, prior to release.
8. The third party fundraising event organizer may be required to carry a \$2M general liability insurance policy and Pride Toronto MUST be named as an additional insured.
9. If organizations would like a Pride Toronto representative at their event, they will be required to provide tickets.
10. All organizations interested in holding a third party fundraising event must complete an application form and submit it to Pride Toronto's Director of Development at least twenty-one [21] days before the event.
11. When promoting an event, all third party organizations may only reference "WorldPride" in the following way, "...in support of WorldPride 2014 Toronto".

## **5.3 Benefits**

Organizations interested in holding a third party fundraising event may be eligible for some benefits. These include, but are not limited to:

1. Use of official WorldPride 2014 Toronto and Pride Toronto logos to promote the event.
2. Promotion of event through Pride Toronto social media channels.
3. If an event raises a minimum net of \$2,000, then Pride Toronto will waive the Affiliate Event fee for an event held during the Pride Festival in the same year the fundraising event is held, upon receipt of the donation funds. The Director of Development has discretion around waiving Affiliate Event fees for small community and not-for-profit organizations.
4. Pride Toronto will publish a list of official fundraising events on its website, as well as in other promotional material, if appropriate.



Pride Toronto

# Third Party Fundraising Events

Overview for Event Organizers

Version 2  
March 5, 2013



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## **About Us**

Thank you for your interest in hosting a third party fundraising event on behalf of Pride Toronto. Your contribution will help Pride Toronto further our mission: to celebrate the history, courage, diversity and future of Toronto's LGBTTIQQ2SA communities. We are most grateful for your support.

Pride Toronto is a not-for-profit organization that produces the Pride festival – one of Canada's premier arts and culture festivals, the largest Pride festival in Canada, and one of the world's three largest and most influential celebrations of queer expression. We are a volunteer-driven, community-based organization, composed of a volunteer Board of Directors, Volunteer Teams, Weekend Volunteers, and Staff – each working on separate but overlapping components of the Pride Festival.

Money raised by Pride Toronto is invested into Pride Festival programs – the presentation of queer and queer-positive artists, community grants, and our International Grand Marshall program which brings to light the struggles for equality and fights for justice happening around the world.

Most Funding for Pride Toronto is received through government grants, corporate sponsorship and community-based fundraising, including fundraising carried out on our behalf by third party individuals and organizations.

## **Overview and Guidelines**

Thank you for supporting the Pride movement by choosing to host a third party event. Pride Toronto defines third party fundraising as:

An external fundraising activity run by outside supporters, whose net proceeds, in whole or in part, is directed to Pride Toronto.

Please review our guidelines below before planning your event.

### Third Party Organizers Must:

- Register for this event by completing the Third Party Event Proposal Form and submit it to Pride Toronto prior to planning or publicizing the event
- Provide proof of insurance to Pride Toronto, if requested
- Provide proof of necessary licenses or permits, if requested
- Submit all event materials containing the Pride Toronto logo or the WorldPride 2014 logo to Pride Toronto for approval before printing or publishing online
- Be responsible for funding or reimbursement of event expenses, organizing and running the event

### Pride Toronto may be able to provide the following:

- Letter of approval, confirming your event is registered with Pride Toronto
- General advice and guidance to help you plan and run a successful event
- Listing of event on organizational website
- Listing of event through social media channels
- Materials, representatives or speakers
- Recognition of your support

### Pride Toronto cannot provide the following:

- Funding or reimbursement for event expenses
- Corporate sponsors for your event
- Special event permits and licenses

NOTE: Pride Toronto will NOT be responsible for any legal or financial liability howsoever caused before, during, or after a third party fundraiser.

## **General Questions**

*What if I have event expenses to pay for?*

Unfortunately, Pride Toronto does not have the resources to cover third-party event expenses. The best way to cover event expenses is through event cover charges, auction proceeds or sponsorships, as these are not considered charitable donations. All general monetary donations made payable to Pride Toronto cannot be used to cover expenses.

*How can we ensure large amounts of cash are delivered safely to the Pride Toronto office?*

Please contact Pride Toronto to discuss possible options. If you must send the contribution in by mail, please do not send cash. Instead, send a cheque to cover the total amount along with complete contact info for all contributors so they can be properly recognized.

*Can I approach Pride Toronto sponsors for support?*

Pride Toronto sponsors are already committed to helping us make Pride happen through their current agreements with us, and therefore we ask that you do not approach our major sponsors with further requests. You may have better success securing sponsors by approaching local businesses and using personal connections.

*Does Pride Toronto offer any branded marketing materials?*

Once we have received your third party event proposal form, we would be happy to discuss different items we may have that would be appropriate for your event.

*Are there audiovisual resources available to show at my event?*

If your event space has internet access, you can access our Pride Toronto YouTube channel by following the link: <http://www.youtube.com/user/PrideToronto>  
There are many great professionally produced videos to choose from.

*Can someone from Pride Toronto speak at my event?*

Please contact Pride Toronto to see if someone is available to speak at your event. If we are unable to send a representative, we will be happy to provide a letter of support that can be distributed to your event participants, or read at your event on our behalf.

*If I want to serve alcohol at my event, what do I need to know?*

If you wish to serve alcohol at your event, Pride Toronto may ask your venue to supply a liquor license number or a copy of the license. This license ensures servers are Smart Serve certified and will therefore provide responsible service to guests. If you plan to hold this event in your home, your homeowners insurance would apply.

Pride Toronto will not apply for liquor licenses or special occasion permits on your behalf. In addition, Pride Toronto staff, volunteers, members or representatives cannot serve alcohol.

### **Event Promotion**

*Can you help me promote my event?*

Pride Toronto has limited resources to promote events. Our main form of promotion is through our active social media networks, and website. Once you have submitted the Third –Party Event Proposal Form, please contact Pride Toronto to discuss the possibilities.

*Can you send out press releases on our behalf?*

Pride Toronto is unable to send out press releases.

*What is the process I need to follow to use the Pride Toronto logo?*

Once your event has been approved, we can supply you with our “in support of” logo, which has been designed specifically for use on third-party event materials. To ensure proper use of our name and logo, the Pride Toronto must approve all materials prior to printing. The approval process takes approximately two weeks. Please note that we need to approve our name and logo each time they are used, as both are registered trademarks.

### **Issuing Tax Receipts & Recognizing Contributors**

*Is Pride Toronto able to issue tax receipts for donations?*

At this time, Pride Toronto is unable to offer tax receipts for donations. We hope to change this in the future.

*Is Pride Toronto able to recognize those who contribute to this event?*

Pride Toronto has various ways it recognizes donors. Once your event has been approved, please contact Pride Toronto for more information.



## **Contacts**

Please direct all questions and send completed Third Party Fundraising Event Proposal Form to:

Ben Freeman  
Director of Development

14 Dundonald St  
Toronto, ON M4Y 1K2  
416-927-7433 x245  
ben@pridetoronto.com



## **Volunteer Age Policy**

Amended January 17, 2007

### **1. Purpose:**

- a. Pride Toronto relies on the efforts and commitment of volunteers to organize and manage Pride Toronto and the Pride Week Festival. In order to ensure a safe and secure experience for all Pride Toronto volunteers we are implementing a minimum age for individuals to participate as volunteers. This policy has been developed based on the premise that:
  - i. The two primary types of volunteer roles are: year-round (working on a team or independently to plan the festival), and weekend volunteer (working during the festival).
  - ii. Due to the nature of these two roles we cannot ensure supervision for volunteers 100% of the time.
  - iii. The majority of our volunteer positions require working independently. All weekend volunteer positions involve working on the festival site which is an out door unenclosed area.
- b. The volunteer age policy is meant to ensure that volunteers are given the tools to function in their roles in a safe and knowledgeable way and to prevent volunteers from being put at foreseeable risk.

### **2. Rule:**

- a. The following volunteer positions are only available to volunteers who are of the legal age of consent (18 years) or older:
  - i. Any volunteer position which involves working within a beverage garden.
  - ii. Any safety & security volunteer position.
  - iii. Any treasury volunteer position.
  - iv. Any senior volunteer position which involves supervising other volunteers
  - v. All Team Leads and Advisors must be 18 years of age or older at the time of their appointment.
- b. The minimum age for volunteers working in any other capacity is 16 years.
  - i. Volunteers under the age of majority are asked to provide written parental consent, in the form of a signed waiver from a parent or guardian.
  - ii. Where parental consent is not available, the volunteer will have to sign a waiver agreeing that although they are under the age of majority, they act on their own behalf and neither require nor seek the permission of their legal guardian/parent(s) and realize and assume any potential risks to which they may be exposed in the course of their volunteering.
  - iii. Individuals who are volunteering at Pride, on behalf of a third party organization are not subject to the minimum age restriction and do not sign the Pride Toronto volunteer agreement. However the third party organizations must provide adult supervision for all volunteers 16 years and under.