Nordheim Kindred

By-Laws 2019

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**Article I: Definitions**

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**Article II: Name**

**2.01 Name:** The name of this organization shall be: Nordheim Kindred. The business of the organization may be conducted as Nordheim Kindred or Nordheim or any combination thereof.

**Article III: Bylaws**

**3.01 Rescission:** The bylaws of the Kindred shall not be rescinded, altered or added to except by special resolution of the Kindred. The Kindred will only use the AGM to address any Bylaw Issues, unless an Emergency Meeting is called. While no rescission or alteration of or addition to a bylaw has effect until it has been registered by the Registrar, members of the Kindred are still expected to follow the new bylaws from the moment they are voted on at the AGM.

**3.02 Alteration of Objects:** The Kindred may, by special resolution at the AGM, alter its objects to include some object or objects that may conveniently or advantageously be combined with the existing objects of the society or to restrict or abandon an object specified in its application. A notice of the alteration of objects shall be published, at the expense of the Kindred, in The Alberta Gazette or the Registrar’s periodical published under the Business Corporations Act.

**3.03 Arbitration:** Any Member may request Arbitration to settle a dispute arising out of the affairs of the Kindred so long as:

2.03A: The member or the person who is aggrieved and who has for not more than 6 months ceased to be a member, or

2.03B: A person claiming through the member or aggrieved person or claiming under the bylaws of the kindred.

And the Law-Speaker, unless he/she is involved in the dispute, to which the President will take over and continue down the line of succession until a Board member not involved is available. Decision to an arbitration is final and binding on all parties, an appeal can be made when the presiding board member is shown enough new evidence to prove the possibility of a different outcome.

**3.04 Fines:** A Kindred may by the bylaws impose a penalty of not more than $5 on a member contravening a bylaw of the society. A penalty may be recovered as a debt due from the member of the Kindred, and all penalties so recovered belong to the Kindred.

**3.05 Registered Office:** Until such time as the Kindred is able, to buy, rent, lease or otherwise acquire land to build a Hof, the Kindred will use the private residence of one or multiple Board members to properly store all documents and paperwork related to Kindred activity. For the purposes of Registration as well as all immediate business of the Kindred, the current address of the Kindred Office is:

14612 30th Street

Edmonton, AB

 T5Y2C3

**Article IV: Purposes and Powers**

**4.01 Purpose:**

4.01A: Nordheim Kindred will be run as a nonprofit organization and shall be operated exclusively to foster and grow the religion of Asatru both locally and nationally. We provide networking, events, community and religious services for those seeking to connect with other Asatruar via our Membership as well as our various Community Outreach programs.

4.01B: Nordheim Kindred is funded via gifts and donations from the community as well as the exchange of products and services rendered by Nordheim Kindred. All services/products/goods shall be used for the sole purposes of funding projects that foster community and growth of Heathenry locally and nationally.

4.01C: The organization is organized exclusively for charitable, religious and educational purposes as a non-profit organization (NPO).

**4.02 Powers:**

4.02A: The organization shall have the power, directly or indirectly, alone, in conjunction with, or in cooperation with others, to do any lawful acts which may be necessary or convenient to affect the organization and its finances or its operation as a(n) NPO. The powers of the organization may include, but not limited to, the acceptance of gifts or funds/donations from the public or private sectors, whether financial or in-kind contributions as well as to operate as a Non-profit outlined by the Federal Government.

4.02B: The Kindred may acquire and take by purchase, donation, devise or otherwise all kinds of real estate and personal property, and may sell, exchange, mortgage, lease, let, improve, and develop it, and may erect and maintain any necessary buildings.

**Article V: Officers of the Nordheim Kindred**

**5.01 Chief Officers:** Nordheim Kindred is based in Edmonton, Alberta. There will be three principal officers who will be herein known as The Council. The Council will consist of the President, Vice-President, and the Law-Speaker.

**5.02 Appointments:** A person appointed or elected a director becomes a director if:

1. they were present at the meeting when being elected and did not refuse the appointment or;
2. they may also become a director if they were not present at the meeting but consented in writing to act as director before the election, or within 10 days after the election, or;
3. if they acted as a director pursuant to the election.

**5.03 Board of Directors:** The Nordheim Kindred’s day to day affairs will be managed by the Board of Directors, consisting of the following titles in order of succession.

1. President

2. Vice-President

3. Law-Speaker

4. Gothar

5. Outreach Coordinator

6. Treasurer

7. Secretary

**5.04 New Positions:** The NORDHEIM KINDRED Board of Directors reserves the right to create new Board positions as needed and as it sees fit based upon the needs of the organization, the growth of the membership base, and/or for any reason pertinent to the continued expansion of the organization or addition of new programs designed to benefit our members.

**5.05 Removal:** Any Director or Officer, upon a majority vote of all members in good standing, may be removed from office or any cause which the Kindred may deem reasonable.

**5.06 Social Media Admins:** Consists of volunteer Members who are serving as administrators for the Social Networking Groups. They have no influence on the day to day, or long term goals of NORDHEIM KINDRED. They report to the President on a daily or weekly basis, as needed.

**5.07 Volunteers:** All NORDHEIM KINDRED volunteers must agree to allow NORDHEIM KINDRED to perform a background check to ensure the applicant is who they say they are; as well as has no history that will compromise the safety of our members, or NORDHEIM KINDRED. All NORDHEIM KINDRED Volunteers must agree to, sign, and accept the Volunteer Contract/Agreement.

**Article VI: Applications / Membership**

**6.01 Types of Membership**: There are 4 types of membership with NORDHEIM KINDRED (outside of volunteering). Each has its own process and is independent of each other.

**6.01A Tier 0 Membership:** Also, to be called Hall Guest. Once a prospective member attends an open gathering, that person becomes a Hall Guest. This is a trial period to assess the relationship between the prospective member and the kindred. No Dues are required from Hall Guests. A Guest may offer council on Kindred matters but will not be present at the AGM nor can they hold office or vote on office positions. Either the Hall Guest or the Kindred can terminate this relationship at any time. Does not require an application and will not be tracked on our records as they do not pay dues. Any transaction between a Hall Guest and the Kindred is considered a Gift/Donation to the organization.

**6.01B Tier 1 Membership:** Also to be called Hearth Guest. When a Hall Guest has participated in an adequate amount of meetings open to the public, a sponsor may choose the option of helping the Hall Guest become a member of the Kindred in the form of a Hearth Guest. A Hearth Guest is invited to the ceremonies as well as allowed to sit in and spectate at the AGM. The Hearth Guest is able to offer council but is not eligible for office and cannot vote on Kindred matters. The Hearth Guest is mentored by their sponsor for a term of no less than 1 year, or 12 consecutive months. Either the Hearth Guest, their sponsor or the Kindred can terminate this relationship at any time. Dues are required as per Section 4.04.

**6.01C Tier 2 Membership:** Also to be called Official Member. This is a member considered to be in good standing. Once a Hearth Guest has completed a term of one year and a day of mentoring, attending meetings and Ceremonies. The Official membership may vote to allow the Hearth Guest to become an Official member. An Official Member may offer council on Kindred Matters, Vote at the AGM, and be eligible to hold office within the Kindred. The Official Member can terminate this agreement at any time. The Kindred reserves the right to terminate Membership should the Law-speaker or the board determines that this is justifiable based on core values, tenants, or any other reason that is agreed upon by the board at that time. Dues are required as per section 4.04.

**6.02 Application Process:** Applications for membership may be completed at events that are sponsored by Nordheim Kindred. All applicants must, regardless of their location, provide full disclosure of their full name, legal address and or other information via email or a physical application. Applicants are not permitted to use a fake identity or a screen name on an application. If a member does not wish to have their identity known they must request that in writing along with a reasonable explanation as to why this request is being made. Only in extreme situations will NORDHEIM KINDRED comply with requests to obscure legal names. NORDHEIM KINDRED does read the full profile of all applicants. We reserve the right to investigate not only the public social media profile of the applicant but any acquaintances, friends and other group activity. Online membership is not automatically guaranteed, and although applicants can request to take their application under review, and provide additional information to help determine eligibility, there is no guarantee of acceptance. We have the right to deny membership to anyone.

**6.03 Rejected Applications:** The rejected application is filed in the database as a record only. The applicant is sent an email with the following: date of rejection, reason of rejection and the information for requesting an appeal. The applicant has 30 days to appeal the rejection. If they do not appeal within the specified time period NORDHEIM KINDRED will consider the rejection as accepted by the applicant. Rejected applicants, who either did not appeal or whose appeal was denied, they will be prevented from applying for 30 days. If an applicant is rejected more than 2 times, they may be prevented from applying in the future. These 2 rejections will include the rejected appeal. Applications that are rejected are kept on file for a period of no less than 1 year after which time they are disposed of in a secure manner.

**6.04 Fees/Dues:** Members are expected to pay their personal dues/fees for the Kindred regularly and on time to remain a member in good standing. Missing the fee Due date regularly, using the discretion of the Treasurer, will cause a member to fall out of good standing and thus incur penalties, fines, loss of privileges, or ultimately the revocation of membership. Fees will be treated as a debt owed by the member and can be paid off in a single payment or in installment payments due at the end of each calendar month equal to their respected membership requirement.

**6.04A Hall Guest:** No dues required. Any contribution by this member is considered a Donation to the Kindred.

**6.04B Hearth Guest:** Yearly fee of $60, or a Monthly Payment of $5 due by the last day of each calendar month.

**6.04C Official Member:** Yearly fee of $120, or a Monthly Payment of $10 due by the last day of each calendar month.

**6.04D Family Membership**: Yearly fee of $150, or a Monthly Payment of $15 due by the last day of each calendar month.

**6.05 Minors:** A Person under the age of 18 but not under 16 may apply for membership with parental consent. All members under the age of 16 need to be accompanied by an adult to all meetings, ceremonies and events. No person under the age of 18 may be appointed or elected to an office. A member under the age of 18 is still liable to the payment of fees and otherwise liable under the rules of the Kindred as though they were an adult.

**6.06 Withdrawal:** Any member wishing to withdraw membership may do so upon a notice in writing to the Board through the Secretary. If any member is in arrears for fees or assessments for any year, such member be automatically suspended at the expiration of six months from the end of such year and shall thereafter be entitled to no membership privileges or powers in the Kindred until reinstated. Any member upon a majority vote of all members of the Kindred in good standing may be expelled from membership for any cause which the Kindred may deem reasonable.

**Article VII: Privacy**

**7.01 Privacy Policy:** All information given to NORDHEIM KINDRED will be kept confidential. Any information obtained via applications will not be divulged to any outside party for any reason unless in accordance with Provincial law or required by a legally processed warrant. All applications provided to NORDHEIM KINDRED are not available for public view. Members are allowed to remain anonymous to the public as long as they wish to do so. No member will be mentioned directly or indirectly without their prior permission. Oathed Members and Official Members are allowed to participate in online communications using alternate names as long as NORDHEIM KINDRED has knowledge of the person’s true identity. Oathed Members, Official Members, Guests, The Council, The Board, President, Vice President and Law-Speaker are not required to tell anyone about their role and/or participation with NORDHEIM KINDRED in any way that may violate their personal privacy rights. If any Volunteer wishes to have access to their own records, they are able to view their own records at any time. They also have the right to request their file be destroyed, removed or closed should they wish to leave NORDHEIM KINDRED or no longer participate in kindred events, workshops, notification lists or any other action. All physical documents will be destroyed by shredding.

**7.02: Register of Members:** The Kindred shall keep a register of its members containing the names of the applicants for incorporation and the name of every other person who is admitted as a member of the Kindred, together with the following particulars of each person:

1. the full name and residential address;
2. the date on which the person is admitted as a member;
3. the date on which the person ceases to be a member;
4. the class of membership of the person.

The Kindred shall, on and after its date of registration, keep the register of its members at its registered office and shall, on each regular business day during not less than 2 regular business hours as determined by the society at a general meeting, permit a member of the society to inspect the register without payment of a fee. The Kindred shall, within a reasonable time of receiving from a member of the Kindred a request to provide to the member a copy of the register, the annual list of members or an excerpt from any one or more of them and on payment by the member of a sum of $0.25 for every 100 words to be copied, provide to that member the copy of the register, list or excerpt so requested.

**7.03 Use of the Register:** In this section, “personal information” means personal information as defined in the Personal Information Protection Act other than business contact information to which that Act does not apply by virtue of section 4(3)(d) of that Act. The Kindred may disclose the register or an annual list of members or an excerpt of either or both of them to a member of the society only if the information contained in the register, list or excerpt is to be used by the member for matters relating to the affairs of the Kindred. A member of the Kindred may use personal information about another member of the Kindred that is contained in the register, list or excerpt for any matter if that other member gives consent to that use.

**Article VIII: Meetings**

**8.01 Membership Meetings:** Regularly scheduled meetings, usually referred to as a study group, can be scheduled at any time as directed by the Board. This meeting requires no advanced notice and no business related to the Kindred will take place. Discussion can be had between all membership as well as the board about ideas, suggestions and possible projects but nothing can be decided upon by the board or agreed to by a board member until the next possible Board meeting.

**8.02 Board Meeting:** At least once per month, an official meeting will take place in which The Council will be updated on all projects and any issues or other matters by the board. A list of projects will be kept updated. New ideas, projects, and complaints of any kind by Board members and the general membership can be heard, discussed and dealt with as the board sees fit. All business from the membership must be submitted in writing and stored as part of the Kindred records.

**8.03 Emergency Meeting:** Called by one or more member of the Council, to call for a vote on any matters that must be decided quickly. The meetings will be conducted by the President. The Secretary will record minutes of emergency meetings and will submit the minutes to the board in writing for approval. Only the business that has caused an Emergency Meeting can be discussed and decided upon.

**8.04 Annual General Meeting:** A(n) Annual General Meeting(AGM) of all members willing, will take place at least every 12 months, with no less than 4 members in attendance including board members. This meeting will be an opportunity to vote members to positions on the board as well as give updates on projects, hear suggestions from the membership, discuss matters important to the membership, and any other matters deemed important to the membership. This will be referenced as the Annual General Meeting, AGM, Allthing, or any combination of one or more of these designations. The vote will be by a show of hands, unless membership present exceeds 20 members, then voting will be by ballot. All Members will be notified of the Date, Time, and Location of the AGM no less than 30 days beforehand. Should a change of the location or time be required, 10 days’ notice will have to be given, all other changes or failure to meet these requirements will call for a reschedule of the AGM with 2 weeks advance notice given to members for the new allotted Date, Time, and Location. Voting by proxy is allowed, however a vote for all positions by an individual will remain private and submitted in writing to the secretary. All voted are to be tallied and recorded for the records no matter the outcome of the vote.

**8.05 Board Votes:** With a constant six (7) board members a majority vote will pass any proposal unless a unanimous vote is requested or required. To call a vote 5 Board members must be present for that vote. A vote of 4 of those 5 present shall be the majority if all board members are not present to vote. If all board members are present, then the majority shall also be 5 of the 7 votes. During a(n) AGM all Oathed members and Official Members will have the opportunity to vote on board positions, Issues that directly relate to the Kindred should the board ask for their vote, as well as any other business the president wishes to have addressed. Voting by proxy is allowed, however a vote for all positions by an individual will remain private and submitted in writing to the secretary. All votes are to be tallied and recorded for the records no matter the outcome of the vote.

**8.06 Annual Report:** In this section, “anniversary month” means the month in each year that is the same as the month in which the certificate of incorporation of the society was issued. A society shall each year, on or before the last day of the month immediately following its anniversary month, make a return

to the Registrar containing the address of the registered office of the society, the full name, address and occupation of each officer and director of the society, any information respecting the members of the society that may be required by regulations under the Agricultural and Recreational Land Ownership Act and section 35 of the Citizenship Act (Canada) in the form and manner prescribed by those regulations, and the audited financial statement presented at the last annual general meeting of the society. Notwithstanding anything in this section, where there is a change in the membership of the officers or directors of a society, or in the name, address or occupation of an officer or director of a society, the society shall, within 30 days from the day that the change occurs, give notice to the Registrar in a form acceptable to the Registrar setting out the change.

**Article IX: Duties**

**9.01 Exceptions**: With the exception of the Board of Directors, President, Vice President, Vitki and any other employee or member of NORDHEIM KINDRED, no other person, organization, group or kindred shall be expected to perform any duties or services for NORDHEIM KINDRED.

**9.02** **Who Can Perform Duties**: Any Oathed Member or non-Oathed member can apply to perform duties with NORDHEIM KINDRED at any time.

**9.03 Protections**: No member or non-member of NORDHEIM KINDRED shall, by force or coercion, be required to participate in any event or proceeding which may be deemed to be in conflict with, or in opposition to, the by-laws of NORDHEIM KINDRED, or the Asatru religion in general. This includes, but not limited to, involuntary service of any kind requiring the use and administration of otherwise binding oaths not based on the tenets and beliefs of the Asatru religion in any fashion.

**9.04 Duties:**

**9.04A President:**

The President will be ex-officio a member of all committees. The president shall, when present, preside at all meetings of the Kindred and of the Board. In his/her absence, the Vice-President shall preside at any such meetings. In the absence of both, a chairperson may be elected at the meeting to preside. The duties of the President shall be to oversee and direct new projects to ensure that all projects fit into the general direction of NORDHEIM KINDRED. The duties of this position may include but are not limited to: writing articles, publishing, membership maintenance, daily operations, and ensuring that the Vice President and Law-Speaker are fulfilling their duties in their capacities. The President can appoint, demote or hire people to fill positions as needed in emergency situations. The President maintains one vote on the Board of Directors. The President is the First contact for the Board of Directors in case of emergency. The President also serves as a tie breaker in the event there should not be a majority in any vote. Should matters be unable to be resolved based on the processes and protocols outlined in these bylaws the President retains the right of executive order to ensure a course of action within the best interests of NORDHEIM KINDRED. The president may take any action that is in the best interest of NORDHEIM KINDRED, this executive decision can be overturned by a unanimous board vote (excluding the president).

**9.04B Vice President:**

The duties of the Vice President will include but not be limited to: Administrative Assistant, membership applications, reports, accounting reports, etc. The Vice President is responsible for any and all administration including the creation of forms, update of bylaws and protocols. The Vice President also serves as the Board Chairman when one is not available. The Vice President holds one vote on the Board of Directors. The powers, and duties of the Vice President are at the discretion of The President. The Vice President may be granted more, or less power at any time.

**9.04C The Law-Speaker:**

The Law-Speaker will hold a seat on the Board of Directors. Law-Speaker will attend all board meetings and will oversee the activities of the Board. The Law-Speaker will also attend all council meetings and will oversee the activities of the Council. It will be the duty of The Law-Speaker to judge and speak out on anything he considers to be unfair, unethical, or biased in any way. The Law-Speaker holds one vote on the Board of Directors. The Law-Speaker will ensure that the By-Laws and the Social Media Code of Conduct is also being followed by the board, the Council and will represent the membership of NORDHEIM KINDRED, so the members will have a representative voice at all meetings. The Law-Speaker will determine if the board and the Council are acting in a fair, ethical and honorable manner in all things.

The Law-Speaker will also maintain the Law-Book of the Kindred, orate the Laws of the Hall Annually, and offer council on amendments to the laws if required.

**9.04D Communications Director: S**hall have the charge of all the correspondence of the Kindred and be under the direction of the President and the Board.

**9.04E Events Coordinator:** The Events Coordinator shall organize, supervise and delegate all community outreach programs as well as any events the Kindred may take part in. Including Members only Blots and Sumbels(Location, Invitations, communication) and the public moots (Location, Invitations, communications).

**9.04F Treasurer:** The Treasurer shall also keep a record of all the members of the Kindred, their addresses and collect and receive the annual dues or assessments levied by the Kindred.

**9.04G Secretary:** It shall be the duty if the Secretary to attend all meetings of the kindred and of the board, and to keep accurate minutes of the same. They shall have the charge of the Seal of the Kindred which whenever used shall be authenticated by the signature of the Secretary and the President, or, in the case of the death or inability of either to act, by the Vice-President. In case of the absence of the Secretary, their duties shall be discharged by such officer as may be appointed by the Board.

The Secretary shall also send notices of the various meetings as required. This may be delegated to a member of the Kindred however the AGM, Board meetings, and anytime minutes are to be kept will remain the responsibility of the Secretary.

**9.04H The Board of Directors:**

The Board of Directors is responsible for enforcing the protocols below. The votes of the Board of Directors shall be mandatory in all matters unless dire or acute circumstances exist. When the vote is tied, the Law-Speaker shall then request the Vice President and President to vote again to break the tie. The President is only entitled to one vote but still holds the right to the tie breaker by means of executive order.

**9.04I Board Members:**

The Board of Directors is always to consist of seven (7) members.

1. President: Job description listed above.

2. Vice President: Job description listed above.

3. Law-Speaker: Job description listed above.

4. Communications Director: Job description listed above.

5. Events Coordinator: Job description listed above.

6. Treasurer: Job description listed above.

7. Secretary: Job description listed above.

**Article X: Finances**

**10.01 How Funds are used:** All funds donated to Nordheim Kindred for any purpose are to be used at the sole discretion of NORDHEIM KINDRED for religious purposes, organizational needs, or in ways that will benefit the heathen community. The funds may not be used for personal gains or any activity that would be considered a “corporate venture”, an investment or any activity that would be is seen as a profit. All funds will be used in accordance with regulations surrounding Non-Profit Organizations.

**10.02 Financial Reports:** A quarterly summary report must be presented to The Board of Directors by the Treasurer. This report will include all financial transactions within NORDHEIM KINDRED. Detailed accounts will be kept by the Treasurer.

**10.03 Finances on Hand:** NORDHEIM KINDRED will keep no more than 5 years of operating expenses on hand. All excess funds will be saved for later use by the organization. If funds are found to have been misappropriated, NORDHEIM KINDRED will hold the responsible party liable. Funds remain with NORDHEIM KINDRED regardless of who the current President of NORDHEIM KINDRED is. The account where the funds are held will be left in trust to the Vice President and Law-Speaker if no President is currently in service.

**10.04 Borrowing Powers:** For the Purpose of carrying out its objects, the Kindred may borrow or raise or secure the payment of money in any manner it thinks fit, and in particular by the issue of debentures. The borrowing power of the Kindred shall be exercised only under the authority of the bylaws of the Kindred and in no case shall debentures be issued without the sanction of a special resolution of the Kindred.

**10.05 Negotiable Instruments:** For the purpose of carrying out its objects, the Kindred may, Subject to its bylaws, draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange and other negotiable or transferable instruments.

**10.06 Limitation of Liability:** No Member of the kindred is, in the member’s individual capacity, liable for a debt or liability of the Kindred.

**10.07 Auditing:** The Books, accounts, and record of the Secretary and Treasurer shall be Audited at least once each year by the duly qualified accountant or by two members of the Kindred chosen for that purpose at the Annual Meeting. A complete and proper statement of the standing of the books for the previous year shall be submitted by such auditor at the Annual Meeting of the Kindred. The fiscal year end of the Kindred in each year shall be December 31st.

The books are records of the society may be inspected by any member of the Kindred at the Annual General Meeting or at any time upon giving reasonable notice and arranging a time satisfactory to the officer or officers having charge of same. Each member of the Board shall at all times have access to such books and records.

**Article XI: Codes of Conduct**

**11.01 Codes of Conduct**: There are two Codes of Conduct. Internet Code of Conduct (Internet C.O.C.) and the Standard Code of Conduct (Standard C.O.C.). All codes are maintained and updated by the President, Vice President and Law-Speaker. Any violation of these Codes of Conduct will be handled as deemed appropriate.

**11.02 Internet Code of Conduct:** There will be zero tolerance of intolerance and bigotry against any religion, race or ethnicity. There will be a Zero Tolerance Policy on Cyber Bullying and Cyber Stalking. There are no exceptions to this rule. Harassment, be it sexual or otherwise, will not be tolerated. There will be respect of ideas and opinions regardless of personal beliefs. If a statement is made based on unverified personal gnosis (opinion) please state accordingly so there will be no arguments regarding the statement. Swearing and profanity is not needed nor wanted. While there is an understanding that all comments online are made by members, there is also an understanding that such language is not necessary. Ideas are welcome. If the idea is not well known, please be patient and explain the idea. NORDHEIM KINDRED requests of its members that no thread or comment online should be deleted by the author. Administrators will not remove an online thread unless it violates the Codes of Conduct. All emails shall be retained for business purposes. Rude and disrespectful comments will not be tolerated. NORDHEIM KINDRED promotes online expression of ideas. If expression of those ideas becomes harassing, then those comments will be removed. Banned Topics are as follows: Politics not relating DIRECTLY to Heathenry in some way. Racial discussions that support the idea that not all peoples are equal. We are not a rant board, please do not just rant about your day. Please stay relevant. Any issues with the Codes of Conduct or online messages need to be brought to the attention of the Social Media Team who will handle the matter. If the Social Media Team is unable to handle the issue, then the issue can be presented to the Board of Directors for vote. NORDHEIM KINDRED reserves the right to remove any unapproved links or ads posted online. NORDHEIM KINDRED requests that all content posted online through any site be properly sited if used or copies elsewhere. Please keep online content relevant to the heathen religion.

**11.03 Standard Code of Conduct:** No kindreds, individuals, or groups of people that support racist or intolerant ideas will be allowed to remain affiliated with NORDHEIM KINDRED once NORDHEIM KINDRED is made aware of the issue. Members must be respectful of each other. If an issue arises and is brought to the attention of the Board of Directors, then a proper review and resolution will be conducted. NORDHEIM KINDRED is not a political entity, nor will it become involved in any political activity. All members are required to keep Frith with one another.

**11.04 Removal:** The Nordheim Kindred Board of Directors reserves the right to remove, or ban any member, for any reason, including but not limited to; cyber bullying, cyber stalking, revealing personal information to any other party or group about another member, putting another member’s life in danger by publicly exposing personal information about other members or members of the Board of Directors, etc. NORDHEIM KINDRED Board of Directors reserves the right to remove any Oathed member without warning, if the board feels that said member has violated other Oathed Members’ privacy and/or safety.

**Article XII: Ethics**

**12.01 Guidelines:** All activities at NORDHEIM KINDRED are dealt with in a highly ethical manner. No action shall be taken without discussion and reasonable research in relation to the consequences of change. Information is not shared with members outside of the Board of Directors. Private information is only shared in a manner conducive to business dealings. NORDHEIM KINDRED is a religious organization and will base their actions on these beliefs.

**Article XIII: Appeals**

**13.01 Appeal Process:** An applicant must send an email outlining the reason for the appeal request within thirty days of the rejection being received by the applicant. During the appeal, the applicant must answer any and all additional questions that might be asked of them. The decision of the Review Board is final.

**13.02 Appeal Considerations:** All further evidence and information will be considered in the event of an appeal. All applications are subject to the Code of Ethics and Codes of Conduct outlined in the Bylaws.

**13.03 Automatic Rejection Reasons:** The following reasons may be cited for rejection of an application: misrepresentation, failure to complete required criteria, failure to adhere to the Codes of Conduct or Ethics, failure to treat members with respect or any action that may be detrimental to NORDHEIM KINDRED.

**Article XIV: Protocols**

**14.01 Board of Directors Protocol:** The Law-Speaker will be responsible for suspending any offending board member. The offending member will be suspended until an investigation can take place. The investigation will be conducted by The Council. The Council will review the case and will decide to take further actions or to overturn the suspension and removal, should no evidence be found. The offending board member may be allowed back into the group. The offending board member will only be allowed back into the Board of Directors if they demonstrate they have completely changed or have proven trustworthy. The Board of Directors will decide if the offending council member will have their membership revoked.

**14.02 Online Posting Protocol:** All posts shall be reviewed to ensure the content is not offensive. Posts shall not be racial or degrading in any manner. Posts shall not be gruesome or contain images that are of people or animals that are being tortured. Posts shall not have a sexual nature or be inappropriate in any manner. Advertisements will be reviewed and posted on a case by case basis.

**14.03 Group Conduct Protocol:** All members of NORDHEIM KINDRED will be held to the following protocol. They shall follow and abide by all of the rules within these By-laws and all Codes of Conduct. Any offensive members will be banned immediately. This is a legitimate organization, and we will not tolerate internet trolling, shenanigans, or anything else that gets in the way of our members enjoying their time with NORDHEIM KINDRED.

**Article XV: Suspension, Revocation, Resignations, Cancelations**

**15.01 General Membership:** Membership may be revoked if:

1. members may have their membership suspended or revoked if they violate any C.O.C. or By-Law or;
2. it is discovered that said member’s only purpose within Nordheim Kindred is to aid member, non-member, or kindred, who has previously been banned, removed, or disassociated, due to previously known issues that are detrimental to NORDHEIM KINDRED, or;
3. We reserve the right to remove a member at any time, for any reason that is deemed justified by the board.

**15.02 Oathed Members**: An Oathed member may also cancel their membership as long as they inform NORDHEIM KINDRED via email or other means. Notification of suspension must be provided to the Oathed member via email no later than 10 days after the suspension has been voted on by the board and has taken place. A suspension of membership may be overturned by appeal.

**15.03 The Council:** The President, Vice President, Law-Speaker and Clergy may have their positions suspended or revoked if they violate any part of the C.O.C. or are caught in illegal or illicit activity, by a unanimous Board Vote. If a Council member has their position suspended or revoked, a member from the Board of Directors may take over until a new board member can be elected to fill the vacant position. If a Council member wishes to voluntarily leave their position they must turn in password, account, as well as any documentation and assets in their possession, or other business information used in their position.

**15.04 Removal**: We reserve the right to remove a member at any time, for any reason. This is a private organization.

**Article XVI: An Outline of our Beliefs**

**16.01 Overview**: Although NORDHEIM KINDRED is a heathen organization we do not enforce or push any specific beliefs on those who attend or join NORDHEIM KINDRED. Our specific beliefs include acceptance of the Gods included in the Nordic and Germanic Pantheons. We define ourselves as Heathen and being true to the Gods and beings of the Nordic Pantheon and belief system although our application of said path is our own and may be varied from other paths following the same faith. Our beliefs do not infringe on the rights of those who join to freely assemble, to conduct themselves according to their own conscious if they abide by the C.O.C. as outlined above.

**Article XVII: Dissolution**

**17.01 Dissolution**: Upon dissolution of this organization, assets shall be distributed to other non-profit organizations in an effort to maintain assistance to the heathen population.

**Article XVIII: Conflict of Interest**

**18.01 Purpose**: The purpose of the conflict of interest policy is to protect this organization’s (Nordheim Kindred (Organization)) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable provincial and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

**18.02 Definitions:**

* 1. Interested Person: Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.
	2. Financial Interest: A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:
		1. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement,
		2. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or
	3. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. A person who has a financial interest may have a conflict of interest only if an Oathed member decides that a conflict of interest exists, to which the Board of Directors will decide.

**18.03 Procedures:**

**18.03A Duty to Disclose**: In connection with any actual or possible conflict of interest and interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

**18.03B Determining Whether a Conflict of Interest Exists:** After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board of committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board of committee members shall decide if a conflict of interest exists.

**18.03C Procedures for Addressing the Conflict of Interest:**

* + 1. An interested person may make a presentation at the governing board of committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
		2. The chairperson of the governing board of committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
		3. After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction from a person or entity that would not give rise to a conflict of interest.
		4. If a more advantageous transaction or arrangement is not reasonable possible under circumstances not producing a conflict of interest, the governing board of committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization’s best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

**18.03D Violations of the Conflicts of Interest Policy:**

* + 1. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis of such belief and afford the member an opportunity to explain the alleged failure to disclose, or;
		2. after hearing the member’s response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

**18.04 Records of Proceedings:** The minutes of the governing board and all committees with board delegated powers shall contain the names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing boards or committee’s decision as to whether a conflict of interest is fact existed. The minutes will also contain the names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

**18.05 Compensation:** A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member’s compensation. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member’s compensation. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

**18.06 Periodic Reviews:** To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its non-profit status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

* 1. Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm’s length bargaining.
	2. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization’s written policies, are properly recorded, reflect reasonable investment for goods and services, further charitable purposes and do not result in inurnment, impermissible private benefit or in an excess benefit transaction.

**18.07 Use of Outside Experts:** When conducting the periodic reviews as provided for in Article VII, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews and conducted.

**18.08 Disputes:** If any party disputes the decision once vote has been completed regarding the conflict of interest, said party can provide a written statement to the governing board regarding their dispute. The governing body will review the written statement and respond accordingly. If new information is brought to light, the governing board may reconvene and provide the new information and revote regarding the conflict of interest.

**Article XIX: Land**

**19.01 Trustees:** When the Kindred desires to take a conveyance or transfer of land

1. for the site of a church building or burial ground, or
2. for the support of public worship and the propagation of knowledge,

The Kindred may appoint trustees. The land required for all or any of the purposes mentioned may be conveyed or transferred to the trustees who shall be appointed in a manner specified in the deed of conveyance or transfer or by resolution passed in the manner provided for in 17.02. The trustees and their successors shall, in perpetual succession by the name expressed in the deed or resolution, be deemed for the purposes of be a corporation, and may take, hold and possess the land and maintain and defend all actions or suits for the protection of the land or of their property in it. The Kindred is not capable of holding more than 320 acres of land as dictated by the Religious Societies Land Act.

**19.02 Succeeding Trustees:** When land is granted, transferred or conveyed to the trustees for the use of the Kindred and the grant, transfer or agreement for sale of the land does not specify the manner in which the successors to the trustees named in it are to be appointed, the kindred may

1. at a meeting of the Kindred called according to its constitution or according to the practice of the church with which it is connected, and
2. by the votes of a majority of those persons who are entitled to vote in respect of Kindred business and are present at the meeting, pass a resolution specifying the manner in which the successors of the trustees are to be appointed.

The resolution endorsed on or annexed to the grant, transfer or agreement under which the land is held for the Kindred and signed by the chair and secretary of the meeting at which the resolution is adopted, governs and regulates the manner in which the successors of the trustees named in the original grant or agreement are to be appointed.

**19.03 Registration of title:** The trustees shall within 12 months after the execution of the transfer or deed of conveyance cause the title to the land described in the transfer or deed to be registered in the land titles office otherwise the deed or transfer is void.

**Article XX: Property Management**

**20.01 Leasing of Land:** The trustees may lease for any term not exceeding 21 years land or part of it held by them, at any rent and on any terms the trustees consider reasonable. The trustees shall not lease any land that at the time of the making of the lease is necessary for the purpose of erecting a church building or for a burial ground for the Kindred for whose use the land is held, and the land so held by them or any part of it for a term exceeding 3 years without the consent of the Kindred. The consent of the Kindred shall be signified by resolution passed by the votes of a majority of those persons who by the constitution of the Kindred are entitled to vote in respect of church business, and who are present at a meeting of the kindred duly called for the purpose of considering the proposed lease.

**20.02 Renewal of Lease:** The trustees may covenant or agree for the renewal of the lease at the expiration of any term of 21 years for a further term of 21 years, or any less period, at the rent and on the terms that are then by the trustees agreed on with the lessee, or may covenant or agree for the payment to the lessee of the value of any buildings or other improvements that are at the expiration of any term on the demised premises. The mode of ascertaining the amount of the rent or the value of the improvements may also be provided for in the original or any subsequent lease.

**20.03 Sale of Land:** When it becomes unnecessary to retain land held by trustees for the use of the Kindred and it is considered advantageous to sell it, the trustees may give public notice of an intended sale, specifying the premises to be sold, the terms of payment and the time of sale, and after publication of the notice not less than once in each week for 4 successive weeks in a newspaper having circulation in the general area where the land is situated, may sell the land by public auction in accordance with the notice. The trustees are not obliged to complete or carry a sale into effect if in their judgment an adequate price is not offered for the land, and in that case the trustees may at a subsequent time sell the land either by public auction or private sale, but a less sum shall not be accepted at a private sale than was offered at a previous public sale. Before a transfer is executed pursuant to a public or private sale the Kindred shall be notified and the sanction of a judge of the Court of Queen’s Bench shall be obtained for the execution of the transfer

**20.04 Annual Statement:** Trustees selling or leasing land shall in January in each year at a meeting of the Kindred, have ready and open for the inspection of the Kindred and of any and every member of it a statement showing all rents that accrued during the preceding year, all money in their hands for the use and benefit of the Kindred that was in any manner derived from the land under their control or subject to their management or from the proceeds of the sale of that land, and the manner in which they expended or dealt with that money or any part of it.

**20.04 Security of debts:**

When a debt is contracted:

1. for the building, repairing or improving of a church building on land held by trustees, or
2. for the purchase of land on which a church building has been or is intended to be erected, the trustees may from time to time secure payment of the debt or any part of it with or without interest by mortgage on the land or church building, or may borrow money to pay the debt or any part of it, and may secure the repayment of the loan with or without interest by a like mortgage.

The trustees may, if authorized by the Kindred, secure the payment of a debt by mortgage on any land or church building held by the trustees for the Kindred. The authorization of the Kindred shall be by resolution of a majority of those persons

1. who by the constitution of the Kindred are entitled to vote in respect of church business, and
2. who are present at a meeting of the Kindred duly called for the purpose of considering the proposed authorization.

**20.05 Safekeeping of documents:** The duplicate declaration of incorporation, or a certified copy of it, and a list of the members of an incorporated congregation

1. shall be kept in the church or meeting house of the Kindred,
2. shall be presented at any properly constituted meeting called to transact business, and
3. must at all reasonable times be open to the inspection of any person lawfully attending worship in the church or meeting house.

The names of all persons:

1. who from time to time become members of the Kindred, or;
2. who having been members have left the Kindred, shall from time to time be added to or struck from the list of the members of the Kindred, as occasion requires, by the proper officers of the Kindred.

**20.06 Property Meeting:** A meeting of an incorporated congregation to consider any proposed dealing with its property shall be called by giving not less than 2 weeks’ notice, including 2 Sundays, before the date of the meeting.

The notice:

1. shall state the time, place and particular object for which the meeting is called;
2. shall be posted at the church or meeting house of the congregation and;
3. shall be read at all intervening services held in the church or meeting house.

**20.07 Transfer of Property:** If the Kindred has previously acquired land or other property, the title to which is vested in trustees, becomes incorporated, the trustees of the Kindred, or in the case of the death or removal of any of the trustees, a majority of them, may execute a transfer of the church property to the incorporated Kindred.

The transfer of the property shall be registered without further or other proceedings, and on registration the land is vested in the incorporated Kindred.