



TEAO

Board Manual

Trauma and Embodiment Association of Ontario

*Transforming mental health care in Canada,
One community at a time.*

June 2022

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Wounds 2 Wings Trauma and Embodiment Association of Ontario Board Manual

1.1 Preamble

The governing Board of The Wounds 2 Wings Trauma and Embodiment Association of Ontario (TEAO) will provide effective and ethical governance leadership on behalf of its stakeholders' interest to ensure that the organization focuses on its purpose and outcomes for persons served, resulting in the organization's long-term success and stability.

The Board is responsible for ensuring that the organization is managed effectively, efficiently, and ethically, by the organization's Executive Director through defined governance accountability mechanisms. These mechanisms include, but are not limited to, an adopted governance framework defined by written governance policies and demonstrated practices; active and timely review of organizational performance and that of the Executive Director; and the demarcation of duties between the Board and Executive Director to ensure that organizational strategies, plans, decisions, and actions are delegated to the resource that would best advance the interests and performance of the organization over the long term and manage the organization's inherent risks.

The Board has additional responsibilities under the domain of public trust, and as such, it understands its corporate responsibility to the organization's employees, volunteers, clients, suppliers, and the communities it serves.

1.2 Who We Are

Trauma and Embodiment Association of Ontario (TEAO) is a non-profit organization aiming to make change within the mental health care system. We are a psychological first aid training centre, embodiment education hub and referral and assessment centre. We integrate services where there are gaps in the mental health system and services. *We are the body hospital for mental health.*

Our primary lens is *embodiment*. This means we look at trauma as the unresolved pain we carry around in our bodies and how it affects our mental health, tracing it back to the root cause(s) and/or preventing it.

1.3 History of TEAO

TEAO was founded out of the Masters research on Inner Child Healing by Nicole Brown-Faulknor, Registered Psychotherapist and Trauma Sensitive Yoga teacher/trainer. In spring of 2019, while Nicole was operating her award-winning psychotherapy practice, Wounds 2 Wings, Nicole began formally drafting her ideas for her “inner child centre” and applying for funding. In 2021, the TEA Board of Directors was chosen through a community application process and TEAO was officially launched as a federally incorporated not-for-profit organization.



1.4 About the Founder

Nicole is a Yoga Instructor, Registered Psychotherapist (Qualifying) and Child and Youth Counsellor as well as a member of both the Colleges of Registered Psychotherapist in Ontario (CRPO) and the Canadian Association for Psychodynamic Therapy (CAPT) with over 18 years of professional experience working with marginalized, vulnerable and oppressed communities, individuals, families and children. She has worked extensively with individuals and communities suffering

from mental health, addictions, systemic poverty and profiling in order to therapeutically improve relationships with government programs and services. Her current psychotherapy practice includes Trauma Center Trauma Sensitive Yoga (TCTSY) as an adjunctive treatment to treatment-resistant PTSD and complex trauma. She is currently a Teacher Assistant part-time at the Ontario Psychotherapy and Counselling Educational and Training Program, Toronto, Ontario.

1.5 Vision, Mission and Values of TEAO

Our Vision:

Transforming mental health care in Canada, one community at a time.

Our Mission:

To break stigmas and create a safe, inclusive community where all people have equal access to opportunities that will help them thrive, and where people with mental illness and/or addiction can recover in a safe, welcoming space free of judgment.

Our Core Values:

- Embodiment: encouraging the ideology that healing starts with our bodies.
- Acknowledging and *working from the cracks* within the mental health care system.
- Deconstructing power dynamics & evolving the role of frontline workers, teachers, practitioners, etc. to be trauma-informed community resources.
- Working with stigmatization and creating environments that don't mirror trauma into our communities.
- Integrating service delivery: making sure the right services are offered to the right clients.
- Communicating and advocating for systemic change.

1.6 Purpose of the Organization

- Provide youth and adults/families with fast access to high-quality services;
- Identify and intervene in youth and adult mental health and addictions issues early through workshops, education and embodiment;
- Close critical service gaps for vulnerable youth and adults, children and youth at key transition points, adults and those adults in remote and marginalized communities;
- Create a community where all people have the opportunity to thrive, enjoying good mental health and well-being throughout their lifetime – a community where people with mental illness or addictions can recover and participate in welcoming, supportive, mindful and interactive communities;
- Give more marginalized and vulnerable youth, adults and their families the services they need; more quickly, and more effectively to prevent and reduce the personal, social and economic costs of mental health and addictions problems;
- Create awareness and education around typically unspoken mental health topics and stigmas;
- Work to prevent suffering and support the road to recovery throughout the lifespan.

1.7 Our Story

The following paragraphs represent the vision that TEAO was founded on, and the underlying need for embodied, accessible, and integrated mental health care in Ontario and beyond.

Ontarians appear to do many things to maintain health and prevent physical illness, like eating healthy foods, staying active, and not smoking - but what about our mental health? When people do become physically ill, our healthcare system is there to provide treatment and support. It's time to take the same approach to mental health and addictions; from prevention, to identification, and treatment. Research shows the Ontario mental health care system has many flaws, such as a shortage of clinicians and mental health services; poor access to services, especially in marginalized communities; mismatching of services; services not being integrated and divided into 'silos' of private and public systems; long wait times and poor quality of services. All of these may result in having mental health needs unmet.

Wounds 2 Wings Trauma and Embodiment Association of Ontario could provide the same treatment that an emergency department can provide, but in a less invasive environment and without the long waits and busyness. This type of partnership may ultimately save time and money for services and healthcare. Furthermore, access to care is not the only issue. There still remains many negative public stigmas around mental health, which in turn can create self-stigmatization. This may show up as feelings of denial, fear, or shame, thus making it more difficult for people with mental illnesses to want to reach out for help. One of this organization's main goals will be to break these stigmas and create a community where all people have equal opportunities to thrive, and where people with mental illness or addictions can recover in a safe, welcoming space free of judgment. Wounds 2 Wings Trauma and Embodiment Association of Ontario can be a part of the transformation of the Ontario mental health system through a forward-thinking vision and embodiment mindset while working with trauma, mental health and addictions. By building awareness, we can build stronger communities. We can create networks of support that weave throughout health care, youth services, the justice system, social services and municipal programs. We can erase stigma and develop understanding. We can open the door to a brighter, healthier future for people with mental health problems and addictions, their families, and their communities.

TEAO will work in collaboration within the community to provide mental health services to those that are experiencing a crisis or have survived trauma(s) (providing a mental health assessment, appropriate referrals, psycho-education, connections to services, and other disposition recommendations). This may be effective in diverting individuals away from the hospital or mismatched services as it will provide crisis services within the community during the crisis event as an accessible resource to individuals. We will focus on early intervention and support more complex situations to protect youth and adults from the many associated costs of

mental illness, addictions and systemic oppression as well. With strong leadership and accountability, we can give front-line service providers, health care practitioners and first responders the tools they need to identify those at risk, and intervene early. We can protect our youth and help them grow into strong, happy, healthy adults and we can also do the same for the ‘inner child’ of adult survivors in need of services. This type of non-profit organization will provide efficient and effective services for individuals experiencing a crisis as they will have rapid access to a mental health assessment in the community and will have the opportunity to work with a mental health practitioner. We will provide youth, adults and families with a connection to community resources, medical services and/or psychoeducation that will promote them to engage with these community services, rather than using emergency services (i.e. police, paramedic services, emergency departments). In addition, this organization can work with the individual to create a personalized safety and crisis plan that promotes self-management.

1.8 Integration of TCTSY

What is TCTSY? Trauma Centre Trauma Sensitive Yoga (TCTSY) is a method of treating trauma through movement, awareness, and breath. According to the TCTSY webpage, “Trauma Centre Trauma-Sensitive Yoga is an empirically validated clinical intervention for complex trauma or chronic, treatment-resistant post-traumatic stress disorder.” Nicole is a teacher/trainer with the Trauma Centre and integrates the TCTSY methodology into the work of TEAO. For more information, please visit <https://www.traumasensitivelyoga.com/>.

Part 2: TEAO Governance and Bylaws

2.1 Approach to Governance

Governance Overview

The Board has governance policies that:

- Facilitate ethical governance practices
- Assure stakeholders that governance is active and accountable in the organization
- Meet the legal requirements of governance

The Board clearly documents its approach to governance as set out in this manual, and supported by documents and material related to the policies and practices of TEAO. Further, legal compliance requires that governance duties be performed in accordance with applicable statutes and provisions of articles of incorporation and bylaws. Board members are subject to three basic legal duties in performing their responsibilities: duty of care, duty of loyalty, and duty of obedience. Accountability requires that oversight mechanisms be in place, such as meetings, reports, and timely reviews of corporate performance.

Examples of this are found in the following:

- Documented governance policies
- Annual review of bylaws (legal requirements)
- Delegation of authority to Executive Director with defined limits, such as financial limits
- Assurance that internal control and risk management systems, delegated to Executive Director, are in place
- Timely reviews of corporate performance
- Annual reports to stakeholders (e.g. annual general meeting, newsletters, website)
- Input meetings with stakeholders (e.g. strategic planning)

The Board of Directors represents the "ownership" and/or membership of the Corporation. It is the legally constituted authority responsible directly to the funders and the community for prudent oversight of the Corporation's operations. It is responsible for the articulation (and/or safeguarding) of the organizational mission, and for defining the outputs and outcomes it seeks.

The Board is responsible for long-term planning and direction. It defines the organizational culture, values, operating principles, and parameters within which it expects the Executive Director to manage the Corporation's operations.

The Board will focus on strategic leadership rather than administrative detail, important policy rather than operational matters. It will establish and respect distinctions between Board and staff roles and manage any overlap between these respective roles in a spirit of collegiality and partnership that supports the authority of staff and maintains proper lines of accountability.

In this spirit the Board will:

- a) Direct, control, and inspire the agency through careful deliberation and establishment of strategic direction and general policies.
- b) Monitor and regularly discuss the Board's own processes, progress and performance. Provide its members with the knowledge necessary to fulfill their responsibilities for the good governance of the Corporation.
- c) Be accountable to the general public for competent, conscientious, and effective accomplishment of its obligations as a body.
- d) Ensure that all business of the Corporation is conducted in a transparent, legal and ethical manner.
- e) Board members will at all times conduct their business in accordance with the principles of fair play and due legal process.
- f) Enforce upon itself and its members the behaviour that is needed to govern with excellence. This will apply to matters such as attendance, policy-making principles, and respect of roles, maintaining a unified front as a Board, and monitoring and correcting any tendency of directors to stray from the principles of governance adopted in these policies. It will allow no officer, individual, or committee of the Board to either usurp this role or weaken this discipline.

2.2 TEAO Bylaws

The constitution of Wounds 2 Wings Trauma and Embodiment Association of Ontario is listed as follows.

1: ARTICLE 1 -NAME, HEAD OFFICE AND FISCAL YEAR

1.1.The name of the organization shall be the Wounds 2 Wings Trauma and Embodiment Association of Ontario, hereafter called TEAO.

1.2. The Head Office shall be located in the Region of Waterloo, in the province of Ontario, and the place therein where the affairs of the Association are from time to time carried on. This may be subject to change based on need for services and location needs.

1.3. The fiscal year-end of the Association shall be September 30.

2: ARTICLE 2 -DEFINITIONS

2.1. “TEAO” means Trauma and Embodiment Association of Ontario.

2.2. “Association” means Trauma and Embodiment Association of Ontario.

2.3. “Organization” means Trauma and Embodiment Association of Ontario.

2.4. “By-Law” means these regulations, also called the Constitution, and any other By-Law of TEAO from time to time in force.

2.5. “Board” means the Board of Directors of TEAO

2.6. “Officer” means the President, Vice-President, Secretary and Treasurer, each of whom shall be a Director and who shall be elected by the Voting Members pursuant to this By-law and such other officers as may be appointed by the Board to fulfil those functions set out in this By-law or as are prescribed by the Board;

2.7. “Director” means each and every member of the Board, including Officers.

2.8. “Member” means any member of TEAO duly admitted to membership under the terms of Article 4 of these By-Laws.

2.9. “Members” means the collective membership of the Association.

2.10. “Member in Good Standing” means a Member who has not died, resigned, or had their membership suspended or revoked.

2.10. “Act” means the Not-for-Profit Corporation Act, 2010 (Ontario) and, where the context requires, includes the regulations made under it, as amended or re-enacted from time to time.

3: ARTICLE 3 -OBJECTIVES

3.1. To celebrate, promote and support the positive values and traditions of our diverse heritage, and to improve the quality of life of constituents, as well as that of others who subscribe to our goals.

3.2. To provide social, cultural and educational programs, including the awarding of scholarships that meet the needs of the membership and the community. 3.3. To offer a wide range of culturally sensitive services which support the diverse needs of our constituents and are in alignment with our commitment to enhance equity and minimize barriers to care.

3.4. TEAO will work to prevent or reduce harm, particularly for those who are often the targets of violence, oppression and exclusion. Oppressive behaviour that makes others feel unsafe will not be tolerated.

- 3.5. To foster cultural integration and to help to develop a society in Canada built on the principle of racial justice and to collaborate with agencies and organizations that share similar values and goals.
- 3.6. To include the systematically marginalized and excluded people and communities, including people with (dis)abilities who may benefit from the program and services.
- 3.7. To participate in disaster relief efforts, through monetary or in-kind contributions and to provide social assistance to members of the communities served.
- 3.8. Board members are strongly encouraged to actively engage in their own embodiment practices/somatic practices/somatic therapy
- 3.9. To acquire and hold real and personal property by purchase, bequest, lease, or otherwise for the purposes of the Association.
- 3.10. To invest the funds of the Association in any securities in which, under the Ontario Trustee Act, the Board may invest funds, at its discretion.
- 3.11. The age range TEAO will serve will depend on the capacity of your services and human resources. With children or minors you will need parental consent in writing to offer treatment services to avoid liability.

4: ARTICLE 4 -MEMBERSHIP

- 4.1. Membership in the Association shall consist of and be limited to persons who are racialized or identify with racialized and other excluded groups, their families, and any other individual, such as those with disabilities, who shares the aims and objectives of the Association, who are from time to time, accepted as members in the manner hereafter prescribed
- 4.2. Application for membership shall be in writing and shall be subsequently approved by the Board of Directors.
- 4.3. The Board of Directors may give its approval to the application of any person qualified for membership in the Association, and a person whose application has been approved shall not become a member until the membership fee has been paid
- 4.4. A member in good standing may hold any position on the Board of Directors.
- 4.5. Only active members eighteen years of age and over shall be elected to office or vote at meetings. However, the Board of Directors may at its discretion extend voting privileges to a maximum of two duly elected representatives of the youth of the Association, even though they may be less than eighteen.
- 4.6. Youth who are accepted on the basis of the application of their parent(s) and/or guardian(s) shall apply for individual membership on attaining the age of eighteen.

5: ARTICLE 5 -DUES

5.1. Annual membership fees shall be recommended by the Board of Directors, subject to subsequent ratification at the next General or Special Meeting of the Association.

5.2. Annual membership fees are due and payable at the beginning of the fiscal year. Upon written notice, members shall have thirty (30) days to rectify their accounts. Members in default after this time shall automatically cease to be members. Members who are financially inactive shall be given written notification before the deletion of their names from the active list.

5.3. At each Annual General Meeting or Special Meeting, eligible voters shall be paid up Members.

6: ARTICLE 6 -BOARD OF DIRECTORS

6.1. The affairs of the Association shall be managed by the Board of Directors of no less than three (3) and no more than fifteen (15) directors, who, in addition to all the powers and authority which are by this By-Law expressly conferred upon them, may exercise all such powers and do all such acts and things as may be exercised or done by Directors under the Act. Until otherwise changed in accordance with the Act, there shall be fifteen a maximum (15) directors.

6.2. Qualifications

6.2.1. A director shall be at least 18 years of age and be a resident of Canada.

6.2.2. A director shall not be an undischarged bankrupt.

6.2.3. No employee of the Association shall be eligible to be a director.

6.2.4. Only members in good standing shall be eligible to hold office. Refer to Article 4.4.

6.3. Composition: Board members may be selected to represent *at least 60-70% of the board and may comprise people who self-identify as being: Black, Indigenous, Racialized. At least 10% may be filled by someone who self-identifies as being 2SLGBTQ+ / trans / non-binary and/or as a person who with a disability.*

6.3.1. The Board of Directors shall be comprised of the following

6.3.1.1. President

6.3.1.2. Vice-President

6.3.1.3. Secretary

6.3.1.4. Treasurer

6.3.1.5. Directors at Large (10 maximum)

6.3.1.6. Immediate Past President (non-voting, ex-officio member)

6.3.2. Signing Officers: The Signing Officers of the Association shall be the:

6.3.2.1. President (Bank Accounts, Other Documents)

6.3.2.2. Treasurer (Bank Accounts, Other Documents)

6.3.2.3. Secretary (Bank Accounts, Other Documents)

6.3.2.4. Any other Board member appointed by the Board. (bank accounts only). However, no two members of the same household shall have signing authority at the same time.

6.4. Bonding of Officers: All officers having to do with the finances or securities of the Association shall be bondable.

6.5. Nominations

6.5.1. Annually, on or before December 31, the Board of Directors shall appoint a Nomination Committee consisting of three members of the Association, the majority of whom shall not be directors. No member of the Nomination Committee shall be a candidate for an elective office. The Nomination Committee shall select a slate of Officers and Directors as the Committee's nominees for election at the Annual General Meeting.

6.5.2. No less than 30 days prior to each Annual General Meeting of the Members, the Nomination Committee shall compile a list of qualified nominees for the elected positions available on the Board, having regard to the provisions of this By-law and the Terms of Reference of the Nomination Committee. The list of such nominees shall be submitted to the Members, together with the notice of the Annual General Meeting. Any other member having the required qualifications may seek election as a director.

6.6. Elections We are changing elections laws, we don't need to retire in rotation ---and President has own rights to discharge/terminate and change directors if needed and voting powers

6.6.1. Directors shall be elected and do not need to retire in rotation. To maintain continuity and to prevent wholesale changes in the Board membership, Directors will be appointed for a combination of one-year and two-year terms at the Annual General Meeting. The terms of the eligible Director positions will be determined by the Board of Directors at least 60 days prior to the Annual General Meeting.

6.6.2. The election of Directors shall be made by Voting Members who attend in person at a properly constituted meeting of the Members at which directors are to be elected. The Election shall be by ballot or by a show of hands.

6.6.3. Ex-Officio Member: The Immediate Past President of the Association shall automatically become an ex-officio, non-voting member of the Board for a period of one two-year term.

6.6.4 Directors can serve two consecutive terms at two years per term for a maximum of 4 years with no limits on re-elections.

6.6.5 General board members can continue in their position so long as they keep being elected at the end of every term, and wish to continue serving.

6.7. Vacation of Office

6.7.1. The office of the Director shall be vacated if such Director:

6.7.1.1. Resigns his/her office by notice in writing to the Association.

6.7.1.2. Misses three consecutive meetings of the Board without informing the Secretary or President with an acceptable reason, unless the Board directs otherwise.

6.7.1.3. Fails to continue to hold the qualifications set out in Article 6.2. 6.7.1.4. Is removed from office pursuant to Article 6.8 and 6.9.

6.7.2. So long as a quorum remains, the Board may appoint any qualified person to fill a vacancy on the Board, however caused. Any Director so appointed shall hold office for the term allocated to the vacant position or for the unexpired term of the person who ceased to be a Director.

6.8. Removal from Office: The Board of Directors, by majority vote, or the President, through a veto option and based on special circumstances, shall have the right to recommend to the membership, the removal of a Board Member from their position for any of the following reasons.....,

6.8.1. Not adhering to the Codes of Conduct or Conflict of Interest policies.

6.8.2. Absences, without an acceptable reason, from three (3) consecutive Board meetings.

6.8.3. Failure to perform the duties of his/her office as outlined in the Board's policy manual.

6.8.4. Conduct deemed to be unbecoming to the aims and objectives of TEAO

6.8.5. Is found to be mentally incompetent or of an unsound mind.

6.8.6. Being declared undischarged bankrupt or being convicted of a crime.

6.9. A Director may be removed from office by resolution of the members passed in the manner prescribed by the Act, and such person will not be eligible to be re-elected as a Director for three years following his removal.

6.10. Code of Conduct

6.10.1. Conflict of Interest: Persons who accept a position on the Board of Directors must sign off on the Conflict of Interest Policy and a copy of the said document will be maintained by the Secretary. Persons who accept a position on the Board of Directors have a fiduciary or trusteeship obligation to act honestly, in good faith, loyally, and in the best interest of the Association. The Association's interest must be placed ahead of that of a Director, and a Director must disclose any and all information that may create a conflict of interest. A Director's obligations require that he/she shall not profit from any project or activity of TEAO, except under the following conditions:

6.10.1.1. The Board decides, after competitive tenders have been sought, that it is in the interest of the Association, on the grounds of quality or special advantage, to award a contract to or to purchase goods and/or services from a Director.

6.10.1.2. The Director involved takes no part in deciding the awarding of the contract or the purchasing of goods and services.

6.10.2. The Association is expected by its members, volunteers, staff, clients, funders, and the community it serves, to provide an environment that demonstrates respect for others; adherence to the democratic processes and outcomes; and respect for confidentiality in all matters that are deemed by the Board to be of a confidential nature.

6.10.3. Members of the Board of Directors will exercise sound judgment conducting themselves when interacting with staff, volunteers, clients, or fellow Board members so as to promote the utmost professionalism.

6.10.4. To ensure Board transparency and accountability, Board Members are required to adhere to all Policies, Protocols, and Procedures of the Association.

6.10.5.All Board Members are expected to adhere to decisions and positions taken by the Board, regardless of their individual views.

6.11.Administration of the Association's Affairs: The Board of Directors of the Association shall administer the affairs of the Association in all things and make, or cause to be made, any contact which the Association may lawfully enter into and generally may exercise all such power and such acts as are in keeping with the Association's objectives.

6.12.Administration of the Association's Assets: Without in any way detracting from the foregoing, and with prior approval of the membership, the Board of Directors may transfer, sell, exchange, or otherwise dispose of, lands, buildings, and/or other property or any right of interest owned by the Association, for such consideration and upon such terms and conditions as they may deem advisable. Further, the Board shall invest the funds of the Association not immediately required for the purposes of the Association in such securities as trustees are by law allowed to invest in trust funds; and acquire, accept, solicit or receive by purchase, lease, contract, donation, legacy, gift, grant, bequest, devise or otherwise any kind of real or personal property; and enter into and carry out agreements, contracts, arrangements and undertakings incidental thereto.

6.13. Record-keeping: The Board of Directors shall see that all necessary books and records of the Association, required by these by-laws or by any applicable statute or law, are regularly and properly kept and made available to officers, committee chairpersons, and other individuals as required or deemed necessary.

7: ARTICLE 7 -MEETINGS OF DIRECTORS

7.1.Five(5) members of the Board shall constitute a quorum for any meeting of the Board.

7.2.A meeting of the Board at which a quorum is present is competent to exercise all or any of the authorities and powers vested in or exercisable by the Board.

7.3.Questions arising at any meeting of the Board shall be decided by a simple majority of votes. In the case of an equality of votes, the question is defeated. A Director disagreeing with the majority at a meeting may have their dissent recorded, with the reasons therefore.

7.4.Meetings of the Board may be summoned by the Chair or at the written request of any three (3) Directors. A meeting of the Board may be called on 48 hours notice, given verbally or in writing by means of telephone, facsimile, e-mail, or any other means of communication.

7.5.A resolution signed by all Directors shall be as valid and effectual as if it has been passed at a meeting of the Board duly called and constituted. An electronic approval will be considered equivalent to signed approval.

7.6.Voting Members may request the opportunity to attend Board Meetings to address a particular matter relating to the Association, so long as the Voting Member has given written notice, no less than seven (7) days in advance of the Board Meeting, to the President of the Association, setting out in detail the matter to be addressed. The President of the Association

shall send or cause to be sent, to the Voting Member who has requested an opportunity to attend a Board Meeting, written confirmation of the date, time, and location of the Board Meeting that the Voting Member may attend. The Board reserves the right to limit the time for such addresses by a Voting Member.

7.7 Board meetings may be held in-person or virtually. Virtual meetings may be recorded with the permission of all attendees only, and the meeting conducted as if it were being held in person. If the meeting is not recorded, a record-keeper shall be appointed to capture the discussions held in writing.

8: ARTICLE 8 - DUTIES OF DIRECTORS

8.1. President: The responsibilities of the President shall be as follows:

8.1.1. Be chairperson of the Board and all membership meetings and set the agenda.

8.1.2. Be the spokesperson for the Association, with the approval of the Board, in all matters affecting the Association. The president has the authority to delegate this responsibility to an individual approved by the Board.

8.1.3. At the request of thirty (30) members in good standing, or in consultation with the Board, call Special Meetings of the Association.

8.1.4. Work in co-operation with the Board, Members of the Association, and Staff for the proper functioning of the Association, and assume responsibility.

8.1.5. In conjunction with the Board, appoint Ad Hoc Committees necessary for the general administration of the Association, ensuring that the general membership is represented on such committees.

8.1.6. Provide a written Board report at each Membership Meeting.

8.1.7. No later than two (2) months prior to the end of the current fiscal year, submit to the Board for approval, the organization's work plan and budget - which should be aligned with the organization's strategic plan.

8.1.8. Be an ex-officio member of all committees established by the Board.

8.2. Vice-President: The Vice-President Shall:

8.2.1. Assist the President in performing the duties of the office and assume responsibility in an absence or inability to serve for any reason.

8.2.2. Liaise with and provide direction to committees in developing and presenting cultural and educational forums, and events showcasing the unique talents of our diverse communities.

8.2.3. Coordinate and/or carry out special projects assigned from time to time by the Board of Directors.

8.2.4. Prepare and submit a report to the members at each quarterly and annual general meeting.

8.2.5. Work with all standing committees to ensure that their annual work plans and budgets are aligned with the organization's strategic plan and are presented for inclusion in the overall organization's budget - no later than two months (2) prior to the end of the current fiscal year.

8.3. Secretary: The Secretary Shall:

8.3.1. Be in complete charge of the Association's books, records, and documents, subject to the direction and approval of the Board of Directors.

8.3.2. Be responsible for handling, sorting and responding to all correspondence ensuring necessary distributions of such correspondence to Board Members.

8.3.3. Be responsible for notifying members of meetings, as well as for recording and preparing minutes of all membership and Board meetings.

8.3.4. Be responsible for preparing a yearly calendar of the Association's activities, to facilitate effective coordination.

8.3.5. Attend the Board and Members Meetings of the Association.

8.3.6. Submit to the Board for approval, an annual work plan and budget, three months (3) prior to the end of the current fiscal year.

8.3.7. Prepare any written correspondence on behalf of the Association.

8.4. Treasurer: The Treasurer Shall:

8.4.1. Be custodian of the Association's funds.

8.4.2. Ensure the Board's financial policies are being followed and report any discrepancies to the Board.

8.4.3. Monitor and report on performance against the budget.

8.4.4. Ensure the issuance of receipts for all funds received; deposit all funds received into the Association's Bank accounts no later than five (5) business days following receipt.

8.4.5. Keep complete and accurate accounts of the receipts and disbursements of all funds.

8.4.6. Ensure the proper management of funds at the Association's functions.

8.4.7. Be one of the designated Signing Officers, for cheques drawn on the Association's bank accounts.

8.4.8. Present financial reports to meetings of the Board of Directors and Annual General Meetings.

8.4.9. Submit to the Board for approval, by September 30 of each year, the Organization's Annual Budget for the next fiscal year.

8.4.10. Submit the books of accounts for auditing at the close of the fiscal year and provide to the Auditor, if there is one, such financial information as requested.

8.4.11. Ensure the audited financial statements are presented to the Board of Directors and membership meeting on an annual basis.

8.4.12. Call the motion at the Annual General Meeting for the appointment of the Auditor.

8.4.13. Act as a financial resource to other committees.

8.5. Directors-at-Large: Directors at Large Shall:

8.5.1. Assist the Board with specific duties as assigned; inform Board members of the general feelings and sentiments of the membership; operate as a link between the president and the Members.

8.5.2. Coordinate and/or carry out special projects assigned by the President and /or the Board of Directors.

8.5.3. Chair any Standing or Special Committees, as appointed by the Board, and submit written reports as required.

- Confidentiality statement that board members sign so they will not be sharing any financial details about TEAO with anyone outside of the board.
- length of terms and writing that a board member can continue in their position so long as they keep being elected at the end of every term, rather than terms expiring and board members being prohibited from filling the same position. Directors can serve a maximum of 4 years, but there are no limits on re-elections.

The appeal shall be conducted in accordance with TEAO rules and obligations (objectives).

c) An individual shall not appeal a decision made by the Board of Directors regarding the appointment, non-appointment, re-appointment or revocation of an appointment of an individual or administrator position within the organization operations, possible exceptions based discretion

9: ARTICLE 9 -COMMITTEES AND THEIR DUTIES

9.1. The Board shall have authority to, from time to time and at its own discretion, appoint standing or Special Committees in furtherance of its goals, objectives, and strategic direction.

9.2. Subject to the Act, the functions and terms of reference of such committees shall be as determined by the Board from time to time, in keeping with the strategic priorities of the Association.

9.3. All Standing Committees shall be chaired by a Director, and their first priority shall be to carry out the duties and responsibilities as outlined in that Committee's Terms of Reference and Annual Work Plan. Functions/events outside the scope of their Terms of Reference or work plan must be presented to the Board for approval. Such a presentation shall demonstrate how that event/function will meet the specific objectives as outlined in the Committee's work plan and meet the organization's goals and objectives.

9.4. All Standing Committee Chairs shall participate in the Association's Succession Plan by identifying members of their committees to train for future leadership in the Association.

10: ARTICLE 10 -QUORUMS, VOTING PRIVILEGES, NOMINATIONS AND MEETINGS

10.1. Quorums: The quorums for meetings of the Association shall be as follows:

10.1.1. For a general meeting, 10 members in good standing.

10.1.2. For a meeting of the Board of Directors, 5 members.

10.2.Voting Privileges: Voting Privileges may be exercised by Regular Members in good standing. Voting shall be as follows:

10.2.1. For the election of Board members, by show of hands, unless there is the passage of a motion to the contrary.

10.2.2.For all other matters, by show of hands.

10.3.For the purpose of the Annual General Meeting a member in good standing shall be a person whose membership fee is up to date.

10.4.Nominations: For the purpose of the Annual General Meeting, a Nomination Committee of three members, the majority of which shall not be Board Members, shall be appointed no later than December 31, to execute the functions outlined in Article 6.5.1.

10.5.Meetings: An Annual General Meeting shall be held no later than fifteen (15) months following the previous AGM, at such time and place as determined by a resolution of the Board. Notice of Annual General Meeting shall be sent electronically or by mail to members in good standing at least seven (7) days prior to the date of the meeting There shall be an Annual General Meeting for the following purposes:

10.5.1.To elect officers and directors for the ensuing term.

10.5.2.To receive reports of officers and committees through the Board Report of the President.

10.5.3.To receive the Auditor's Report and/or any other financial reports.

10.5.4.To appoint an external auditor, if required, who shall hold office until the next Annual General Meeting after being appointed, or until his/her successor is appointed.

10.5.5.To conduct any other business of the Association.

10.6.Membership Meetings: In addition to the AGM, other meetings may be called by the President, with the approval of the Board, whenever, in the judgment of the Board of Directors, there is a need for such meetings.

10.7.When requested by a quorum of fifteen (10) members in good standing, the President or Vice President shall convene a Special Meeting within seven (7) days of being notified in writing.

10.8.Meeting of the Board of Directors shall be held regularly, at a minimum on a quarterly basis. The time and place shall be determined by the Board.

10.9.Decisions at all meetings shall be by a majority vote of those present.

10.10.No error of omission in giving notice of any meeting, or any adjournment thereof, of Members of the Association, shall invalidate such meeting or make void the proceedings of the meeting. For the purpose of serving a notice of meeting, the address of any Member or Director shall be his/her last address recorded in the records of the Association.

10.11. Any meeting of the Association or Board of Directors may be adjourned to any time and place, and business may be transacted at such adjourned meeting as might have been transacted at the original meeting. No notice shall be required of any such adjournment. Such adjournment may be made notwithstanding that no quorum is present.

11: ARTICLE 11 -FUNDS

11.1.Listing of Funds:

11.1.1.Operating Fund

11.1.2.Scholarship and Education Fund

11.1.3.Building Fund

11.2.The Operating Fund shall:

11.2.1.Be administered by the Board of Directors and managed by the Treasurer.

11.2.2.Be for the sole purpose of funding the operating and regular/recurring expenses of the Association.

11.2.3.Be maintained by the raising of funds through donations, fundraising activities, gifts, membership dues, or grants.

11.3.The Scholarship and Education Fund shall:

11.3.1.Be administered by the Board of Directors or any committee appointed by them for such purpose and managed by the Treasurer.

11.3.2.Provide assistance to the children of Members and other constituencies served by the Association; such assistance may take the form of yearly scholarships.

11.3.3.Be maintained by the raising of funds through donations, fundraising activities, gifts, or grants.

11.4.The Building Fund shall:

11.4.1.Be for the purpose of acquiring and maintaining the tangible and intangible property for social, cultural, and other appropriate activities.

11.4.2.Be administered by the Board of Directors.

11.4.3.Be maintained by the raising of funds through donations, fundraising activities, gifts, or grants.

11.5.Funds Transfer: By a majority vote at any duly constituted Board Meeting, the Board of Directors may approve the transfer of money between funds as deemed appropriate and in keeping with the requirements of the Organization.

12: ARTICLE12 -GENERAL

12.1.Political Affiliation: All members of the Board shall be politically non-partisan in any dealings on behalf of the Association.

12.2.Limitation of Liability: No member of the Board shall be personally liable in any way whatsoever for the acts, defaults, losses, expenses, or other deficiencies of any other member of the Board or of any employee of the Association; or for any loss, damage or expense happening to the Association because of unforeseen circumstances involving the acquisition of property by order of the Board on behalf of the Association; or for loss of money or other securities deposited with a financial institution that goes bankrupt or insolvent.

12.3.Indemnification: Every Board of Director who has undertaken or is about to undertake any liability on behalf of the Association, its heirs, and assigns, will respectively be indemnified and saved harmless out of the funds of the Association, from and against a) all costs, charges and

expenses which such Board member sustains or incurs in or about any action, suit or proceeding which is brought, commenced or prosecuted against them in respect of any act, deed, matter or thing whatsoever, made, done or permitted by them, in or about the execution of their office or in respect of any such liability, except such costs, charges or expenses as are occasioned by their own willful neglect or default. b) all other costs, charges, and expenses which they sustain or incurring or about or in relation to the affairs thereof, except such costs, charges, or expenses as are occasioned by their own willful neglect or default. The Association shall also indemnify any such persons as described above in such other circumstances as the Act or law permits or requires. Nothing in this Bylaw shall limit the right of any person entitled to indemnity to choose indemnity apart from the provision of this Bylaw to the extent permitted by the Act or law.

12.4.Honorarium: The Board of Directors, by resolution duly approved by those members present, may pay an honorarium to any volunteer of the Association, the amount and timing to be determined by the Board.

12.5.Administrative Authority: The General Membership shall be the ultimate source of authority. The Board of Directors manages the organization on behalf of its members; the Board will formulate and recommend policy to the General Membership for its consideration.

12.6.Roberts Rule of Order: These rules constitute the parliamentary authority of the Organization.

12.7.Amendment of the Constitution: This Constitution may be amended at an Annual General, Quarterly, or Special Meeting of the Association by a two-thirds majority of those Regular Members present and voting, provided seven days' written notice of the proposed amendment was submitted to the members.

12.8.Dissolution of the Organization: In the event of the dissolution of the Association, and after payment of all debts and liabilities, any remaining assets will be distributed to charitable organizations that support the values and goals of the Association and that carry out their work solely in Canada.

2.3 TEAO SAFER SPACES & SOCIAL INCLUSION POLICY

Prepared July 2021

SAFER SPACES

TEAO is a diverse group; we understand that historically, culturally, and socially BIPOC and 2SLGBTQ folks have experienced marginalization, discrimination and oppression because of their identities. These include but are not limited to race/ethnicity, gender, sex, sexuality, socio-economic class, cultural background, religion, spirituality, immigration status, physical embodiment, neurodiversity, and cognitive & physical abilities.

A Safer Spaces Policy is a more realistic approach to working with Trauma in the community. We understand that good intention is not enough to prevent harm and violence. Consciously or unconsciously, anyone can harm others based on their self-location and markers of privilege. We do not presume to be a SAFE space for everyone or guarantee everyone will be safe at every encounter with our allies, community organizations, and members.

Instead, our offering is a radical commitment towards creating safer physical and mental spaces for all community members, corresponding to their needs. Our offering is to actively minimize barriers present in the community that impact a person's participation, engagement, and sense of belonging. Lastly, our offering is that we will work through acts of harassment drawing from restorative and transformative justice, accountability, and cultural transparency values to protect each person's mental, physical, emotional, and spiritual well-being.

We aim to hold space for all community members to engage comfortably, participate freely, use their voice and access services without fear of being harassed or discriminated against. We will create an accessible space for events and programs to promote an environment of inclusion and comfort. We will work with each person to encourage reflection to grapple with biases and blind spots. Participants and members must come with an openness to explore their impact and how their behaviours affect others.

No one should be personally attacked for their way of being in the world, words, or actions. We will examine someone's words and actions when they threaten our commitment to creating safer spaces as they concern with issues of discrimination and harassment.

GUIDELINES FOR SAFER SPACES

1. Assumptions: Speculations about a person's identities and ways of being in the world is a discriminatory act. Every person's experience is unique and not the same as everybody else in the community. Respect everyone's identity and background, including pronouns and names.

2. Consent: Emotional and physical boundaries are particular to each person. Make sure to obtain consent from every person before touching them or discussing sensitive content.
3. Bystander status: Depending on our social location, the context, and the circumstances, we might offer support, show up and intervene to protect someone. We encourage showing up for others in a way that feels right for the person witnessing the harassment or discriminatory act. (See comment in another document)
4. Community Accountability: When harm occurs, TEAO will implement a harm-centred approach to understand the harm done and repair it, learn from the experience, and continue building community.
5. Openness for Learning: Learning about our markers of privilege and how our location might impact others is an essential step towards preventing harm and violence in the community. If you are unaware of what is being discussed or something you heard or read needs more information or clarification, please ask for resources or support to redirect you to the right one.

HARASSMENT AND COMPLAINT PROCEDURE

A detailed harassment and complaint procedure is being prepared to ensure that any human right complaint is dealt in a sensitive, efficient and transparent manner.

2.4 TEAO Anti-Harrassment and Non-Discriminatory Training Video

Mandatory for all Board Members and Volunteers

[TEAO_Presentation_Video_v1.mp4](#)

Video Script:

Hello, I am Carolina Alvarado; we are so excited to have you on board with TEAO; thank you for joining us. We have created this video with one goal; offering a framework of what's expected from TEAO's members, volunteers, employees, vendors, and anyone engaging, participating, and working with TEAO and serving folks dealing with trauma in our communities.

Our understanding of trauma has changed thanks to the relentless work and lived experiences of Indigenous, Black, Queer and Trans peoples. We now understand that trauma arises not only due to unfortunate isolated events. Trauma develops by way of belonging to certain social or cultural groups and families. In our context, this land has been built on genocide, racial injustice, and the underrepresentation and erasure of people's stories, cultures, languages, and experiences. And it continues, until this day. The reason this is important is that our work in the community with trauma is intentional and embodied. Meaning, we strive not to mirror and perpetuate the systems of oppression that marginalize folks daily in our communities. And we can easily do this if we do not become conscious of our biases.

What are Biases?

Biases are unconscious perceptions that we have based on our life experiences. Not all biases are harmful, but they prevent us from seeing people in their full humanity. Instead, biases lead us to judge people based on one characteristic or a sum of features. It impacts who gets hired, who gets offered an opportunity, who gets rewarded, who gets to feel safe. Biases drive our behaviour, and if unrecognized, they make us behave in discriminatory, harassing, or retaliating ways. For example, they might cause us to judge individuals based on stereotypes. People that receive social assistance are "lazy"; Trans people are "unnatural"; Biases exist within all of us; the issue is recognizing and taking steps to correct our behaviour. You heard me say the word discrimination: Discrimination is an umbrella term for unfair treatment (behaviour) based on someone's characteristics. It is a behavioural response based on a prejudgement about someone.

Harassment is a form of discrimination, where violent behaviour becomes repetitive to undermine, intimidate and silence people. Psychological or emotional harassment refers to behaviours (actions, words, gestures) that infringe on a person's dignity and integrity. It might look like interrupting a person, which aims to silence them; threatening/aggressive behaviour like yelling, which intimidates and scares people; or it might be belittling someone by making

fun of their beliefs and values. Sexual harassment presents as unwanted, unsolicited, in other words, not consented approaches, advances in person or via technological means (kisses, hugs, touching, rude comments, jokes).

TEAO is aware that harassment and discrimination are unacceptable practices and are incompatible with the standards of our organization, as well as being a violation of the law. The Ontario Human Rights Code has 17 grounds for discrimination. None of these grounds is more important than the other, and it is important to know that people belong to different cultural and social groups. People are not a sum of things; people are complex beings. Race, Ancestry, ethnic origin, religion, disability, sex, a record of offences, place of birth, citizenship, receipt of public assistance, sexual orientation, colour, family status, marital status, age, gender identity, gender expression. Let's look at an example of how a bias impacts our behaviour and harms people perpetuating violence and oppression.

Let's imagine I have an unconscious bias about people that receive public assistance. Unconsciously I might believe this person is: lazy (stereotype). Suppose I am working with this person as a social worker. In that case, my bias might show up by not looking into all the possible resources or referrals that might be useful because I believe they are already receiving enough or are taking advantage of the system. If I am a landlord, this might come up in denying housing because I assume they will not pay on time or destroy property. After all, they are perceived as lazy, reckless, or irresponsible. As you might see, this bias will impact this person's capacity to access the services they need, obtain housing, and in the long-term, it will influence their desire to connect with community members and ask for support.

Discrimination is a systemic issue that creates a sense of isolation, and fear of being, loving and living freely. Keep in mind that this happens unintentionally (in some cases) and automatically. And so, you might ask, well, if it is unconscious, why would I be held accountable? The answer is: because we work with IMPACT. Our behaviour has consequences, whether we intentionally or unintentionally harm someone. Preventing harm requires a desire to look inwards when we feel triggered or reactive when confronted with difference, recognizing our biases. It requires a capacity to hold space for those in front of us with compassion and curiosity (get to know them for all they are). And, if we fail in this process, and we will, it requires us to grow through accountability and collective responsibility.

TEAO has set up a complaint/report, investigation, and remedial process to deal with discrimination and harassment. Along with the applicable laws in place by the Canada Labour Standards Regulation, Canadian Human Rights Act, and any provincial Labour Law, TEAO's organizational values will work through a transformative justice framework to remedy the harm caused. The intention to use this framework is a steady movement towards creating community safety and embodied individual/collective transformation, one person at a time.

Part 3: TEAO Strategic Plan 2022-2025



TEAO's Organizational Strategy

Strategic Plan 2022 – 2025

Mission, Vision, and Values

Transforming mental health care in Canada, one community at a time.

Core Work

Mental Health Initiative:
Healing Work is the Systemic Change

Impact



6 Trainings



500+ beneficiaries



9 Partnerships & Sponsorships



\$30K donations

Community

Build community awareness about trauma and embodiment through webinars, outreach, community-building events, and professional training.

Experience

Offer referrals, educational events for youth and adults experiencing trauma in the community.

Financing

Obtain long-term and short term financing strategies to support TEAO's mission. (Annual Fundraising Event, grants, billed services)

Sustainability

Team building sessions, Revenue generation, anti-harassment policy, Safer Spaces, Volunteer Training, Transformative Justice Model



TEAO Work Plan: Organizational Phases

1

Foundational Phase 1

Board of Directors embodied onboarding and selection process.

2

Foundational Phase 2

Embodied community connections, Communication and Marketing, Develop TEAO Content + Finding Audience Connections (Gathering Stakeholders)

3

Stabilization & Connection Phase 1

TEAO staying integrated and interconnected in the community, leadership in maintaining the representation with each director roles (integrated/inter-connected)

4

Stabilization & Connection Phase 2

Integrated and Interconnected Services, Establishing Processing Centre for Trauma Health and Embodiment.

5

Maintaining Connections + Integration

Ongoing Education of trauma and embodiment towards mental health, Ontario - Across Canada/Internationally)

 We are here

TEAO Strategic Plan 2022-2025

Build Capacity

- Outreach
- Professional training
- Community awareness



Member Experience

- Referrals
- Educational events for youths and adults



**TEAO is More Than a Mental Health Initiative:
Healing Work is the Systemic Change**

Sustainability

- Safer Spaces
- Team building sessions
- Revenue generation
- Volunteer Training
- Anti-harassment policy
- Transformative Justice Model



Financing

- Event, grants
- Annual fundraising
- Billed Services



Section 4. Appendices

4.1 Non-Disclosure Agreement

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (the "Agreement") dated this
_____ day of _____, _____

BETWEEN:

Wounds 2 Wings Trauma and Embodiment Association of Ontario of 9 Samuel Street,
Kitchener ON, N2H 1N9
(the "Information Provider")

OF THE FIRST PART

- AND -

_____ of

_____ (the "Recipient")

OF THE SECOND PART

BACKGROUND:

- A. The Information Provider and the Recipient desire to enter into a confidentiality agreement with regard to: The Confidential Information that may be used by the Recipient for the purpose of determining the benefits and risks of any work contracted by Wounds to Wings TEAO (the "Permitted Purpose").

- B. In connection with the Permitted Purpose, the Recipient will receive certain confidential information (the 'Confidential Information').

IN CONSIDERATION OF and as a condition of the Information Provider providing the Confidential Information to the Recipient in addition to other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this

Agreement agree as follows:

Confidential Information

1. All written and oral information and materials disclosed or provided by the Information Provider to the Recipient under this Agreement constitute Confidential Information regardless of whether

Page 1 of 8

Non-Disclosure Agreement Page 2 of 8

such information was provided before or after the date of this Agreement or how it was provided to the Recipient.

2. 'Confidential Information' means all data and information relating to the Information Provider, including but not limited to, the following:
 - a. 'Customer Information' which includes names of customers of the Information Provider, their representatives, all customer contact information, contracts and their contents and parties, customer services, data provided by customers and the type, quantity and specifications of products and services purchased, leased, licensed or received by customers of the Information Provider;
 - b. 'Intellectual Property' which includes information relating to the Information Provider's proprietary rights prior to any public disclosure of such information, including but not limited to the nature of the proprietary rights, production data, technical and engineering data, technical concepts, test data and test results, simulation results, the status and details of research and development of products and services, and information regarding acquiring, protecting, enforcing and licensing proprietary rights (including patents, copyrights and trade secrets);
 - c. 'Business Operations' which includes internal personnel and financial information of the Information Provider, vendor names and other vendor information (including vendor characteristics, services and agreements), purchasing and internal cost information, internal services and operational manuals, external business contacts including those stored on social media

accounts or other similar platforms or databases operated by the Information Provider, and the manner and methods of conducting the Information Provider's business;

- d. 'Service Information' which includes all data and information relating to the services provided by the Information Provider, including but not limited to, plans, schedules, manpower, inspection, and training information; and
- e. Confidential Information will also include any information that has been disclosed by a third party to the Information Provider and is protected by a non-disclosure agreement entered into between the third party and the Information Provider.

3. Confidential Information will not include the following information:

Non-Disclosure Agreement Page 3 of 8 a. Information that is generally known in the industry of the Information Provider;

- b. Information that is now or subsequently becomes generally available to the public through no wrongful act of the Recipient;
- c. Information rightly in the possession of the Recipient prior to the disclosure to the Recipient by the Information Provider;
- d. Information that is independently created by the Recipient without direct or indirect use of the Confidential Information; or
- e. Information that the Recipient rightfully obtains from a third party who has the right to transfer or disclose it.

4. Except as otherwise provided in this Agreement, the Confidential Information will remain the exclusive property of the Information Provider and will only be used by the Recipient for the Permitted Purpose. The Recipient will not use the Confidential Information for any purpose that might be directly or indirectly detrimental to the Information Provider or any associated affiliates or subsidiaries.

5. The obligations to ensure and protect the confidentiality of the Confidential Information imposed on the Recipient in this Agreement and any obligations to provide notice

under this Agreement will survive the expiration or termination, as the case may be, of this Agreement and those obligations will last indefinitely.

6. The Recipient may disclose any of the Confidential Information:
 - a. to such employees, agents, representatives and advisors of the Recipient that have a need to know for the Permitted Purpose provided that:
 - i. the Recipient has informed such personnel of the confidential nature of the Confidential Information;
 - ii. such personnel agree to be legally bound to the same burdens of non-disclosure and non-use as the Recipient;
 - iii. the Recipient agrees to take all necessary steps to ensure that the terms of this Agreement are not violated by such personnel; and
Non-Disclosure Agreement Page 4 of 8
 - iv. the Recipient agrees to be responsible for and indemnify the Information Provider for any breach of this Agreement by their personnel.
 - b. to a third party where the Information Provider has consented in writing to such disclosure; and
 - c. to the extent required by law or by the request or requirement of any judicial, legislative, administrative or other governmental body.
7. The Recipient agrees to retain all Confidential Information at their usual place of business and to store all Confidential Information separate from other information and documents held in the same location. Further, the Confidential Information may not be used, reproduced, transformed, or stored on a computer or device that is accessible to persons to whom disclosure may not be made, as set out in this Agreement.

Non-Competition

8. Other than with the express written consent of the Information Provider, which consent may not be unreasonably withheld, the Recipient will not, from the date of this Agreement until one year after termination of this said Agreement, be directly or

indirectly involved with a business which is in direct competition with the business lines of the Information Provider that are the subject of this Agreement.

9. From the date of this Agreement until until one year after termination of this said Agreement, the Recipient will not divert or attempt to divert from the Information Provider any business the Information Provider had enjoyed, solicited, or attempted to solicit, from its customers, at the time the parties entered into this Agreement.

Ownership and Title

10. Nothing contained in this Agreement will grant to or create in the Recipient, either expressly or impliedly, any right, title, interest or license in or to the intellectual property of the Information Provider.

Remedies

11. The Recipient agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any disclosure of the Confidential Information to a third party in breach of this Agreement cannot be reasonably or adequately compensated for in money

Non-Disclosure Agreement Page 5 of 8

damages and would cause irreparable injury to the Information Provider. Accordingly, the Recipient agrees that the Information Provider is entitled to, in addition to all other rights and remedies available to it at law or in equity, an injunction restraining the Recipient and any agents of the Recipient, from directly or indirectly committing or engaging in any act restricted by this Agreement in relation to the Confidential Information.

Return of Confidential Information

12. The Recipient will keep track of all Confidential Information provided to them and the location of such information. The Information Provider may at any time request the return of all Confidential Information from the Recipient. Upon the request of the Information Provider, or in the event that the Recipient ceases to require use of the Confidential Information, or upon the expiration or termination of this Agreement, the Recipient will:

- a. return all Confidential Information to the Information Provider and will not retain any copies of this information;
- b. destroy or have destroyed all memoranda, notes, reports and other works based on or derived from the Recipient's review of the confidential information; and
- c. provide a certificate to the Information Provider that such materials have been destroyed or returned, as the case may be.

Notices

- 13. In the event that the Recipient is required in a civil, criminal or regulatory proceeding to disclose any part of the Confidential Information, the Recipient will give to the Information Provider prompt written notice of such request so the Information Provider may seek an appropriate remedy or alternatively to waive the Recipient's compliance with the provisions of this Agreement in regards to the request.
- 14. If the Recipient loses or makes unauthorized disclosure of any of the Confidential Information, the Recipient will immediately notify the Information Provider and take all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information.
- 15. Any notices or delivery required in this Agreement will be deemed completed when hand delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the addresses contained in this Agreement or as the parties may later designate in writing.

Non-Disclosure Agreement Page 6 of 8

- 16. The addresses for any notice to be delivered to any of the parties to this Agreement are as follows:
 - a. Wounds 2 Wings Trauma and Embodiment Association of Ontario
9 Samuel Street, Kitchener ON, N2H 1N9
 - b. _____

Representations

17. In providing the Confidential Information, the Information Provider makes no representations, either expressly or impliedly as to its adequacy, sufficiency, completeness, correctness or its lack of defect of any kind, including any patent or trade-mark infringement that may result from the use of such information.

Termination

18. Either party may terminate this Agreement by providing written notice to the other party. Except as otherwise provided in this Agreement, all rights and obligations under this Agreement will terminate at that time.

Assignment

19. Except where a party has changed its corporate name or merged with another corporation, this Agreement may not be assigned or otherwise transferred by either party in whole or part without the prior written consent of the other party to this Agreement.

Amendments

20. This Agreement may only be amended or modified by a written instrument executed by both the Information Provider and the Recipient.

Governing Law

21. This Agreement will be construed in accordance with and governed by the laws of the Province of Ontario.

General Provisions

Non-Disclosure Agreement Page 7 of 8 22. Time is of the essence in this Agreement.

23. This Agreement may be executed in counterpart.
24. Headings are inserted for the convenience of the parties only and are not to be

considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

25. The clauses, paragraphs, and subparagraphs contained in this Agreement are intended to be read and construed independently of each other. If any part of this Agreement is held to be invalid, this invalidity will not affect the operation of any other part of this Agreement.
26. The Recipient is liable for all costs, expenses and expenditures including, and without limitation, the complete legal costs incurred by the Information Provider in enforcing this Agreement as a result of any default of this Agreement by the Recipient.
27. The Information Provider and the Recipient acknowledge that this Agreement is reasonable, valid and enforceable. However, if a court of competent jurisdiction finds any of the provisions of this Agreement to be too broad to be enforceable, it is the intention of the Information Provider and the Recipient that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable, bearing in mind that it is the intention of the Recipient to give the Information Provider the broadest possible protection against disclosure of the Confidential Information.
28. No failure or delay by the Information Provider in exercising any power, right or privilege provided in this Agreement will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right, power or privilege provided in this Agreement.
29. This Agreement will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns, as the case may be, of the Information Provider and the Recipient.
30. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise.

Non-Disclosure Agreement Page 8 of 8

IN WITNESS WHEREOF Wounds 2 Wings Trauma and Embodiment Association of Ontario
and _____ have duly affixed their signatures under hand and seal on this
_____ day of _____, _____.

Wounds 2 Wings Trauma and Embodiment
Association of Ontario

Per: _____

__ (Seal)

_____(Recipient)

4.2 Director Application Form

DIRECTOR APPLICATION FORM
Help Us Get to Know You

Date: _____

Nominator (if any): _____

Name: _____

Phone: _____

Address: _____

Email: _____

Relevant Experience and/or Employment (Attach resume if relevant)

Why are you interested in being a Board Director for TEAO?

Areas of Expertise/Contribution You Feel You Can Make

Other Volunteer Commitments

Thank you for completing this application for Board membership.

Responsibilities:

- Be an active and committed participant in the affairs of the organization.
- Be involved at Board meetings, ask questions, discuss, participate in decision-making, and react to ideas and exercise initiative.
- Participate on one or more Board, or Fundraising, Committees.
- Maintain lines of communication between the Board and the staff.
- Participate energetically in the recruitment of new Board members.
- Support and participate in fundraising.
- Be responsible for continuing self-education and growth; know the community; be familiar with community resources; be aware of changing community trends and client needs; attend related community functions; keep informed of the organization's services.
- Be informed about the background issues in order to discuss them responsibly.
- Be punctual, and attend meetings regularly. If unable to attend, give early notice to the Board Chair or Executive Director.
- Do your homework - come to meetings prepared.
- Be aware of, and abstain from, any conflict of interest.
- Maintain a clear understanding of financial statements, internal systems, policies and procedures, and governance principles and practices related to the organization.
- Notify Chair or Executive Director in advance if you wish to report at the next Board meeting, to ensure that the item is placed on the agenda.
- Maintain Board business in confidentiality; discuss any problems with the Board Chairperson.
- Participate in strategic planning processes.
- Support the vision, mission and values of TEAO

Qualifications:

- Knowledge and skills in one or more areas of Board governance: policy, finance, fundraising, program delivery, human resources, strategic planning, political relations, knowledge of the community, knowledge of homelessness, or information technology.

Requirements:

- Commitment to the work of TEAO
- Willingness to serve on one or more Board or Fundraising Committees.

- Attendance at monthly Board meetings.
- Attendance at the Annual General Meeting.
- Be informed about the services/programs offered by TEAO.
- Be aware of, and abstain from, any conflict of interest.
- Serve in a voluntary capacity, without remuneration or profit.

4.3 TEAO Glossary of Terms

ABLEISM: Not earned favouring of non-disabled individuals over those who are disabled. The privileging belief system that discriminates or harasses persons strictly based on disability.

ACCEPTANCE: Willingness to tolerate the discomfort of becoming aware of biases and blind spots. If I have a bias towards a marginalized person recognizing it because I cannot connect, building up my tolerance away from resistance/fear so I can accept them.

AGEISM: "The term "ageism" refers to two concepts: a socially constructed way of thinking about older persons based on negative attitudes and stereotypes about ageing and a tendency to structure society based on the assumption that everyone is young, thereby failing to respond appropriately to the real needs of older persons".

<http://www.ohrc.on.ca/en/ageism-and-age-discrimination-fact-sheet>

ANTIOPPRESSION: Our TEAM of directors is comprised of diverse folks in the community who have a passion for mental health, wellness, and trauma support. The Organization will operate under an anti-oppressive, antiracist, trauma-informed, and embodiment framework to minimize barriers and offer inclusive mental health/trauma support access. We all come from different paths but with a desire to

We understand that hierarchies and social positions have significant effects on individuals while living in an unequal society. Oppression is produced within an unequal context, where some members have more privileges, advantages, and opportunities than others. It can be individual, structural and systemic, but it is related to inequalities over; power, control and influence. An anti-oppressive framework is vital to create safer spaces for everyone, as we aim not to mirror the systems' inequality. (Brown, 2019).

An anti-oppressive framework will impact our values, structure, methodology and the way we relate with our members.

BIPOC: An acronym that stands for Black, Indigenous, People of Colour.

<https://www.forasaferspace.org/glossary.html>

CLASSISM: "The institutional, cultural and individual set of practices and beliefs that assign differential value to people according to their socioeconomic class; and an economic system that creates excessive inequality and causes basic human needs to go unmet."

<https://www.nccj.org/classism-0>

DE-CENTRING: keep listening past your discomfort, what's the feeling, deconstructing, how do we stand outside, how do we be with people outside, how do we honour values, this way of living of the majority when we live the trauma? Shared spaces to explore uncomfortable.

DIVERSITY: Safe, comfortable, uniquely seen & heard in our uniqueness, dismantling the 'catchphrase' around this word to fill the void of the void - dismantling catchphrase-feeling
Inclusion - space to express uniqueness, safety, feeling you can be yourself without judgement, trust. what makes your body feel safe? what makes you feel trust? what makes your body feel connected? we know when it's not really 'inclusion'

EMBODIED WORDS: Your body's stories to feelings of these words creates them and us perspectives as opposed to collective connections. Dehumanization may be in the language. Accountability may be in the language.

EMBODIMENT: Impact of unresolved trauma on people, communities, environment that's felt on the body. As well as and the 'felt learning of discerning the two. The two being; "my" body story and projections of other's body stories on "your body." The felt education invites a conscious awareness of where your story may start and end before reacting/protecting your body. A lived experience from within, encouraging self-observational education to respond versus reacting." (see visceral response terminology).

EMBODIED TRAUMA SUPPORT :The mental health field has historically aligned with the presumption that the world is a safe, benign place and that people who do not seem to embody an overall sense of trust in the world are flawed, not in touch with reality, and dysfunctional. TEAO's stance is that this is an elitist presumption and insufficient when working with the impact of Trauma at an individual and collective level.

TEAO" s work includes a support to raise awareness about the pervasiveness of trauma, and how can we heal individually and collectively from this experience. TEAOS' working definition of Trauma includes, at an individual level, the experience (s) and responses to overwhelming adverse events, at a collective level, the pervasive, ongoing oppressive experiences because of belonging to certain social groups (systemic, cultural, racial). Trauma might be a result of being part or identifying with a social group or family group (Black, Indigenous, Latinx, children of Indigenous survivors of genocide). As well as the result of the systemic omissions to acknowledge and take adequate measures to address a person's or group traumatic experience. (Burstow, 2003).

TEAO's approach to working with Trauma understands that Trauma lives in the body and the mind. An embodied, somatic approach to Trauma grapples with the emotions, sensations, and meanings a person makes of their experience, how the brain and the nervous system get shaped as they interact with the environment and systemic and structural inequalities surrounding us. This perspective moves away from a mere focus on the individual experiences to a broader grappling with cultural, historical, and social circumstances to heal from Trauma and oppression.

EQUITY – All people's life starting points and experiences are different. As such, this requires various resources for them to reach the same places. Equity looks like spaces for voices to tell challenge systems and areas of power, demand what they need, and have their needs met or heard. Equity is the recognition of oppression in the first place—the creation of a culture of accountability.

GENDER IDENTITY: "Each person's deeply felt internal and individual experience of gender, which may or may not correspond to the sex assigned at birth, including the personal sense of the body (which may involve, if freely chosen, modification of bodily appearance or function by medical, surgical or other means) and other expressions of gender, including dress, speech and mannerisms."

<https://eige.europa.eu/thesaurus/terms/1179>

HOMOPHOBIA: "Irrational fear of, and aversion to, homosexuality and to lesbian, gay and bisexual people based on prejudice."

<https://eige.europa.eu/thesaurus/terms/1243>

MICRO-AGGRESSIONS: "Microaggressions are the everyday verbal, nonverbal, and environmental slights, snubs, or insults, whether intentional or unintentional, which

communicate hostile, derogatory, or negative messages to target persons based solely upon their marginalized group membership."

(Sue et al. 2007)

PRIVILEGE: "Privilege is a set of unearned benefits and power maintained by a group in society. It extends to all parts of identity -race and ethnicity, gender identity and expression, class, language, ability, religion, and many others. Your privilege -and your vulnerability-can change depending on the situation you are in".

<https://www.forasaferspace.org/show-up---bystander-intervention.html>

RACIAL BIAS: Unconscious protection of the indoctrination, unconscious bias, protecting the fear and guilt of the white person history.

RACISM: Social construct deeply embedded in the system dominated by white men/white privilege.

SOCIAL INCLUSION: Social inclusion has been deemed a crucial determining factor in a person's mental health and well-being. It is accepted that how people experience social exclusion in their communities is multilayered and might be related to a person's socioeconomic status, financial resources, immigration status, language, gender, race/ethnicity, or cultural background, not extensively. Stigma, harassment, and discrimination happen due to many systemic factors in constant interaction with a person's location and identities. Social inclusion will vary according to each person's needs and markers of oppression and privilege.

TEAO's social inclusion policy grapples with the multilayered nature of exclusion and how these factors interact with a person's relationship with themselves, their families, and their communities. It would support a person's relationships and the desire for cooperation allowing the community's growth by cocreating programs and spaces in the community that meet its needs. And finally, TEAO's social inclusion goals and values support members' advocacy and involvement in addressing issues and promoting change at larger scales.

TOLERANCE: what we did with this group, accept and checked our attitudes, our windows of tolerance, mirrors in the community, it changes, tolerance, authentic, 'this is shit' people feel your authenticity, **tolerance for the room**

2SLGBTQ+: "An umbrella term refers to all sexual and gender identities outside of heterosexual and cisgender identities. These include (but are not limited to) Two-Spirit, Lesbian, Gay, Bisexual, Transgender, Queer, Intersex, Asexual, Agender, Non-binary and Pansexual".
<https://www.forasaferspace.org/glossary.html>

UNCONSCIOUS RACIAL BIAS: Unconscious bias of indoctrination, a tool of protection from guilt and shame.

UNKNOWNING/DISCONNECTED BIASES/UNCONSCIOUS BIAS: A desire for awareness and its achievement doesn't necessarily change feelings, thoughts, and behaviours. Bringing light to a disavowed bias requires a willingness to confront it and develop new ways of relating.

VISCERAL RESPONSES: What are our "unconscious rooted" stories? Stories and feelings live in our bodies and are lived out in the unspoken language between each other's bodies; for example, our uncomfortable emotions or "over" comfortable feelings, guilt, shame, anger, fear may be projected in our diverse community spaces' if left unconscious. Once conscious, we may be able to bring it to visibility in the room by being authentic in the shared experience.

WINDOWS OF TOLERANCE: Mirrors in the community that change, tolerance, authentic, 'this is shit' people feel your authenticity.

WHITE PRIVILEGE: Privilege that comes from existing in a white body in a culture of whiteness. It has been indoctrinated historically and become systemic, masking vulnerability and projecting anger onto another that's feared and envied simultaneously.