BY-LAWS

EDITION 11

2022.04.21

ARTICLE I – PURPOSE

To ensure the financial, ethical and legal processes are in place to allow BSIMA to fulfill the purpose, mission and vision statements of the organization.

ARTICLE II – MEMBERSHIP

SECTION I – Regular Membership [***Amended 2012.06.20***] [***Amended 2013.09.25***]

A Regular membership is current and in good standing when:
1. The parent/guardian's child is currently enrolled in one of the band programs.
2. Membership renewal takes effect each year beginning on September 1st. [***Amended 2021.04.21***]

SECTION II – Associate Membership

An Associate membership is granted to each Instrumental Music Educator currently employed by the Brandon School Division.

SECTION III – Public Membership

A Public membership is obtained by:
1. Submitting an application for membership to the BSIMA Executive. Membership applications received will be reviewed and voted on at an Executive meeting within one (1) month of the application.
2. Paying a nominal membership fee.
    a. If financial hardships can be shown, the fees may be waived by the BSIMA Executive.

    The length of the membership is from September 1st to August 31st of the academic year in which the membership fee was collected. [***Amended 2021.04.21***]

SECTION IV – Honorary Membership

Honorary memberships will be awarded by the BSIMA Executive, with current Regular, Associate or Public members nominating the individual for the membership.

1. To be eligible, the individual has to have "contributed" significantly to BSIMA. The contribution may include, but is not limited to, the length of service by a member, financial contributions, commitment to BSIMA and retired Instrumental Music Educators.

2. Honorary members will not pay an annual fee and will not have voting privileges. Honorary memberships are lifetime memberships. [***Amended 2018.05.16***]

SECTION V – Disqualification of Membership

Memberships may be revoked when:
1. The member's band student(s) is no longer participating in a Brandon School Division instrumental music program.
2. Misappropriation of finances or intellectual property occurs.
3. The member has been convicted of an indictable offence.

ARTICLE III – OFFICERS

SECTION I – Eligibility

1. Regular and Public members who are in good standing are eligible to be nominated for a BSIMA Board position.
2. One (1) person per family unit who is a Regular or Public member is eligible to participate as a BSIMA Officer.
3. Spouses and partners of current Instrumental Music Educators are not eligible to hold a position on the BSIMA Executive.

SECTION II – Length of Terms [***Amended 2013.09.25***]

Position	Length of Term	Maximum Number of Consecutive Terms	Transition Period
President	Two (2) year term	3 terms (6 years)	3 months
Vice – President	One (1) year term	3 terms (3 years)	3 months
Financial Officer	Two (2) year term	2 terms (4 years)	3 months
Communications Officer	One (1) year term	3 terms (3 years)	
Program Representatives	One (1) year term	Set by Individual Program Parent Organizations	

1. All terms of office will begin and end at the conclusion of the Annual General Meeting.
2. A Board member's annual membership will be extended until the conclusion of the following Annual General Meeting.
3. Special Appointments, regardless of when the appointment occurs, will count towards the maximum length of consecutive terms.
4. Exceptions to the maximum length of consecutive terms will be reviewed and considered by the BSIMA Executive on a case by case basis. If the exception is regarding an Executive member, that member will be excused from the discussion and voting of the exception.

SECTION III – Nomination Process

The BSIMA Executive will determine which positions will be vacant and need to be filled at the following BSIMA Annual General Meeting prior to the end of the academic year. BSIMA will inform the Instrumental Music Programs of the vacant positions with descriptions prior to the end of the academic year.

1. The Instrumental Music Parent Associations will recruit parent volunteers for the vacant BSIMA positions. The Parent Associations will forward the interested parent volunteers' contact information on to the Administrative Officer.
2. Nominations will be accepted from the floor of the BSIMA Annual General Meeting.
    a. Nominations for office must be brought forward by a Regular, Associate, or Public Member.
    b. The nominated member will have to accept or decline the nomination on the record.
        i. The nominated member should be present to accept the nomination. If the member cannot be present, a formal written acceptance of the nomination must be read into the record.
3. For positions that have multiple nominations, nominees may speak to the floor prior to the vote.

SECTION IV – Voting Process

1. For positions with only one (1) nominee, the nominee will be acclaimed into that position.
2. For positions with multiple nominees, members will vote via a paper ballot.
    a. The votes will be counted by two (2) Associate members and the Administrative Officer, with the current President overseeing the count.
    b. If there is a tie, the current President will cast the deciding vote
        i. If the President's position is being voted on and a tie occurs, then the Associate members who are present will cast the deciding vote.
    c. To be declared the winner of the vote, the nominee will require 50% plus one (1) vote.
    d. The current President will announce the winners to the members following a winner being declared.

SECTION V – Officer Confirmation [***Amended 2012.10.17***]

1. Elected Officers, who have signing authority, will be required to provide information for a current Police Criminal Record check within 10 business days of the election to the Administrative Officer for submission.

SECTION VI – Dismissal

Grounds for Dismissal

An Officer may be dismissed if any of the following conditions are met.

1. Failure to meet the roles and responsibility of their position.
2. Officer's membership is disqualified.
3. Conflict of Interest arises.

Dismissal Process

1. A special meeting of the BSIMA Board will be called within 10 business days of the member being notified of the grounds for dismissal to begin the dismissal process. The member who is being dismissed will not be notified of the time or place of the meeting.
    a. Quorum for a special meeting to remove an Officer will be a minimum of five (5) BSIMA Board members, which must include a minimum of two (2) BSIMA Executive Members.
2. The vote to remove an Officer will be by 2/3rd majority.
3. Notification of Dismissal will be done by registered letter, with a signature being required upon receipt.
    a. The letter will be sent out within three (3) business days of the special meeting of the BSIMA Board.
    b. The letter is to be signed by the highest ranking BSIMA Executive Officer.

ARTICLE IV – MEETINGS

SECTION I – Membership Meetings [***Amended 2013.09.25***]

Membership meetings will include all BSIMA members in good standing. The Annual General Meeting and any Special Member Meetings are the two types of meetings that are considered membership meetings.

1. Annual General Meeting will be held within 90 days of the fiscal year end of BSIMA.
    a. Notification
        i. Associate members will be notified by the Friday before the Labour Day Weekend.
        ii. Listed on the BSIMA website, Program websites and if permission is granted, the Brandon School Division website.

iii. Email blasts
iv. Public Service Announcements

b. Quorum
Quorum will be 12 BSIMA members in good standing, of which a minimum of two (2) will be from the current BSIMA Executive.

c. Location
BSIMA AGM will be determined at the June meeting. [***Amended 2022.04.21***]

d. Voting
For a motion to be passed at the AGM, a 2/3rd's majority is required. The President or highest-ranking Executive Officer will not vote. [***Amended 2021.04.21***]

2. Special Member Meetings will be held when the BSIMA Executive determines a need to call the membership together.
   a. Notification
   A minimum of 10 business days is required.
      i. Associate members will receive a notice to send home to members with all band program students.
      ii. Listed on the BSIMA website, Program websites and if permission is granted, the Brandon School Division website.
      iii. Email blasts.
      iv. Public Service Announcements (WCG, ITV Brandon, radio stations and newspapers).
   b. Quorum
   Quorum will be 12 BSIMA members in good standing, of which a minimum of two (2) will be from the current BSIMA Executive.
   c. Location
   The location of the meeting will be determined by the BSIMA Executive when the meeting is called.
   d. Voting
   For a motion to be passed at a Special Meeting, a 2/3rd's majority is required. The President or highest-ranking Executive Officer will not vote. [***Amended 2021.04.21***]

SECTION II – Board Meetings [***Amended 2013.09.25***]

1. Board meetings
   Board meetings will be held monthly during the academic year. The meetings normally take place at 7:30PM on the 3rd Wednesday of each month at a location that will be determined by the Executive in August. [***Amended 2021.04.21***]

   If a meeting needs to be changed, the Administrative Officer will notify members at the previous meeting if known or at the earliest opportunity.
   a. Notification
      i. Reminders will be sent out to members 10 business days in advance with an agenda and the agenda package. Members will reply with attendance by the Thursday prior to the meeting. The Administrative Officer will inform the President by phone and email if quorum is not met by noon on the Friday prior to the meeting. The President will inform the Administrative Officer by phone and email if the meeting will proceed or is cancelled by noon on the Saturday prior to the meeting. If the meeting is cancelled, the Administrative Officer will email the Board members a cancellation notice by noon on the Sunday prior to the meeting.
   b. Reports
   Monthly Reports required for Board Meeting will be submitted to the Admin Officer by the Sunday prior to the meeting. These reports should be from Financial Officer, Administrative

Officer and Band Directors as well as any other reports required for the meeting. These will be distributed to the Board Members prior to the monthly meeting. [***Added 2022.04.21***]

c. Attendance
Board meetings will be attended by Executive Members, Program Representatives, Associate members and the Administrative Officer.

d. Quorum

e. Quorum will be 50% + one (1) of the current Board, which will include a minimum of two (2) Executive Officers and a minimum of one (1) Associate member.

f. Voting
For a motion to be passed at the Board Meeting, a 2/3rd's majority is required. The President or highest-ranking Executive Officer will not vote. [***Amended 2021.04.21***]

2. Executive meetings
Executive meetings will be called at the discretion of the BSIMA President. The President, Vice-President, Financial Officer and Communications Officer make up the Executive.

a. Notification
Executive meetings will be called with a minimum of one (1) day notification. Notification will be sent out via email to all Executive members.

b. Quorum
100% of the Executive is required for quorum to be met at an Executive meeting.

c. Location
The location will be determined by the President when the meeting is called.

d. Voting
For a motion to be passed at the Executive Meeting, a 2/3rd's majority is required. [**Amended 2019.05.15**]

e. Jurisdiction
Financial, By-law or Policy decisions cannot be made at Executive meetings.

ARTICLE V – FINANCIALS

SECTION I – Fiscal Year

The fiscal year for BSIMA will be August 1st – July 31st.

SECTION II – Accounting & Bookkeeping Requirements [***Amended 2012.10.17***]

The Administrative Officer will be responsible for maintaining the books, using QuickBooks or another computer accounting software program, on a monthly basis. The Administrative Officer will be responsible for depositing funds and issuing cheques in a timely manner. The Administrative Officer will provide the following reports to the Financial Officer two (2) weeks prior to the monthly meetings:

- Actual to projected income & expense report
- Cash flow statement
- Bank reconciliation & monthly bank statement

The books will be reviewed on an annual basis. The financial review will be completed 10 business days prior to the Annual General Meeting. The Year End Financial Statement will be included in the agenda package for the Annual General Meeting that will be available for distribution upon request.

SECTION III – Signing Authority

Cheques will require two (2) signatures. The positions that will have signing authority will be the President, Vice-President, Financial Officer and the Administrative Officer. The Administrative Officer

is permitted to do electronic transfers but must have an e-mail approving the transfer from a signing officer. Said e-mail will suffice as a second signature. [***Amended 2019.05.15***]

SECTION IV – Accounts Payable & Receivable [***Amended 2016.05.11***]

Accounts Payable will be paid in full within 30 days of the Administrative Officer receiving the invoice. For instrument repairs and purchases, Associate members will need to follow the approved Instrument Repair procedure by completing the form, signing it, sending a copy with the instrument to be repaired, and entering the details of the repair in CHARMS. The vendor making the repair is to send the invoice to BSIMA, and Administrative Officer, prior to payment being made, review CHARMS and the form sent by the band director, to ensure the repair has been authorised by the Associate Member. [***Amended 2021.04.21***]

Accounts Receivable will be completed on a 30-day cycle with payment due within 30 days.

SECTION V – Purchasing

The Administrative Officer may make purchases up to $200, within the budget, without Board approval. Purchases over $200 or over the approved allocated budget amount require Board approval.

For instrument purchases, see Article 11.

SECTION VI– Budget Procedures

A proposed annual budget will be created by a Budget Sub-committee, which will consist of the President or Vice-President, the Financial Officer, one (1) Associate member and the Administrative Officer. The Sub-committee will ensure that a budget is ready for Board approval no later than the May Board meeting.

The Financial Officer will ensure that, at a minimum, quarterly reports and an annual report are available for all BSIMA members and the public.

ARTICLE VI – ADVOCACY

All Board members have a responsibility to advocate for BSIMA in a professional and respectful manner, recognizing that they are representing the organization.

Any formal advocating will be decided at a Board meeting and the decision will clearly enunciate why we are advocating, how and when the advocating will be done and who will be advocating for BSIMA.

ARTICLE VII – FUNDRAISING (CURRENTLY DORMANT 2019.05.15)

SECTION I – Fundraising Events [***Amended 2013.09.25***]

The Fruit Sale Coordinator will be responsible for the implementation, planning and follow through of all BSIMA fundraising initiatives. All fundraising initiatives will be determined and agreed upon at a Board meeting, through a motion.

SECTION II – Contracts

The Fruit Sale Coordinator has the authority to negotiate all the fundraising contracts. However, the contract will be reviewed and signed by the highest-ranking Board Member on the Executive, who is at the meeting where the contract is being decided upon.

SECTION III – Fundraising Monies

All funds that are raised through fundraising will go towards the purchase of new instruments and the repairs of current instruments. If an event has a specific purpose for the monies that the Board has agreed upon, then the monies will be utilized for the approved purpose.

ARTICLE VIII – SPECIAL EVENTS

SECTION I – Special Events [***Amended 2013.09.25***]

The **Administrative Officer** will be responsible for the implementation, planning and follow through of all BSIMA special events. All special events will be determined and agreed upon at a Board meeting, through a motion.

SECTION II – Contracts [***Amended 2013.09.25***]

The **Administrative Officer** has the authority to negotiate all the event contracts. However, the contract will be reviewed and signed by the highest-ranking Board Member on the Executive, who is at the meeting where the contract is being decided upon.

SECTION III – Special Event Monies

All funds that are raised through special events will go towards the purpose the event was held or that the Board has agreed upon.

ARTICLE IX – PUBLIC RELATIONS/COMMUNICATION

The Communications Officer will work with the Administrative Officer to ensure that BSIMA is known and well-received in the community. Requests for interviews will be brought to the attention of the Communications Officer by the Administrative Officer. Any promotional material for events will be coordinated by the Communications Officer.

The Communications Officer will report to the Board on any promotion that has been done, any requests for interviews, or comments that have been received. [***Amended 2019.05.15***]

Any Social Media accounts linked to BSIMA will be overseen by the Board/Communications Officer. The day to day management of the accounts may be conducted by an assigned member, approved by the board. [***Amended 2021.04.21***]

ARTICLE X – BSIMA REGISTRATION & INSTRUMENT USAGE

SECTION I – Registration [***Amended 2012.06.20/Amended 2017.03.15***]

1. Registration Term
   Students enrolled in a Brandon School Division Band program are considered registered with BSIMA for the current academic year.

2. Annual Registration Allotment
   Annual registration allotment will be paid in a lump sum to BSIMA from Brandon School Division calculated on the previous academic year enrollment numbers based on the November Reporting Period, as per the annual agreement between BSIMA and the Brandon School Division.

3. Per Capita Allotment
   The Per Capita Allotment will be paid to each band program by December 31st of each academic year, based on the number of reporting marks for students at the November Reporting Period. The amount of the per capita paid per student for the next fiscal year will be determined and approved by the Board during the Budget approval process.

SECTION II – BSIMA Instrument Usage
[***Amended 2012.06.20/Amended 2012.10.17/Amended 2013.09.25/Amended 2014.04.16/Amended 2016.05.11/2022.04.21***]

1. Annual Instrument Usage
   Students, and members of the Brandon Community Bands, may use BSIMA instruments from September 1st through to June 30th, with the return date of the instruments determined by the Associate members.

2. Instrument Usage Fees
   Instrument Usage fees are to be determined prior to November 30th for the following academic year. **See pro-rata chart**

3. Refunds
   Refunds on instruments will be pro-rated at a rate of 10% per month until January 31st. After February 1st, refunds on instruments will not be issued unless there are extenuating circumstances.
   (Band Parent Associations may wish to award an Instrument Usage refund upfront to the lessee and then submit the Instrument Usage refund request to BSMIA on their behalf.)

Pro-Rated Chart for Instrument Usage Fees/Refunds											
	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Summer
Fee	$125.00	$112.50	$100.00	$87.50	$75.00	$62.50	$62.50	62.50	62.50	62.50	$25.00
Refund	$125.00	$93.00	$83.70	$74.40	$65.10	No Refund unless extenuating circumstances					No refund
Any prepaid rental fees will be fully refunded if no instrument has been assigned to the student											
Fees may not apply to BU – Discuss with Board before agreeing to usage											

[***Amended and Added 2022.04.21***]

4. Payment of Fees
   The initial (partial or full) payment, or a signed financial assistance request are to be handed in by **Grade 7 *Kickstart*** or no later than **October 15th**.
   a. A **fee payment plan** will be available to parents on the *Instrument Usage Agreement* form and if Associate members are made aware of financial hardships, a *Financial Assistance Request* form will be provided.

5. Instrument Usage Guidelines
   a. Students will pay for only one (1) BSIMA instrument regardless of the number of instruments that they play.
   b. **The student will NOT be allowed to take a BSIMA instrument home until the instrument usage payment is received and an *Instrument Usage Agreement* form has been signed and received.**
      i. If payment has not been made; an *Instrument Usage Agreement* form has not been completed, signed, and received; an NSF payment has been received; or a *Financial Assistance Request* form has not been signed, received and approved, the student will **NOT** be allowed access to the instrument. This may be at the discretion of the Music Educator. [***Amended 2020.04.30***]

c. A student, who has made partial payment(s) on a payment plan, should be allowed access to the instrument in class and allowed to take the instrument home, provided an *Instrument Usage Agreement* form has been signed and received.
d. All Grade 7 students and Grade 8 students may obtain their primary instruments from BSIMA. The lessee is required to sign the *Instrument Usage Agreement*, to pay the instrument usage fee and is responsible for any damages. [***Amended 2020.04.30***]
f. Beginning in Grade 9, students whose primary instruments are flute, clarinet, trumpet, trombone, alto saxophone or tenor saxophone are responsible for either purchasing or making their own rental arrangements. A grade 9 student may request to obtain the preceding primary instrument from BSIMA for the current school year if available. The lessee is required to sign the *Instrument Usage Agreement*, to pay the BSIMA Instrument usage fee, and is responsible for any damages. BSIMA usage priority is given to grade 7 students. If they play an additional instrument in the band programs, they may use a BSIMA instrument. The lessee is required to sign the *Instrument Usage Agreement*, to pay the Instrument usage fee and is responsible for any damages.
g. A student will only be charged one Instrument Usage Fee per academic year. If an additional instrument is played in any band program, they may use a BSIMA instrument, subject to availability, without paying an additional fee. The lessee is required to sign an Instrument Usage Agreement and is responsible for any damages. [***Amended 2018.05.16***]
h. Percussion: The student pays the BSIMA Instrument Usage fee and is provided with a basic percussion kit with mallets. The lessee is required to sign the *Instrument Usage Agreement* and is responsible for any damages.
i. Maintenance care kits, provided with BSIMA instrument*s*, are limited to the initial care kit contents. Any additional supplies required are the responsibility of the student.
j. Maintenance supplies for privately owned instruments are not paid for by BSIMA. The Associate member will provide a list of supplies for all instruments.
k. All BSIMA instrument usage is subject to availability.
l. Community band members may request usage of BSIMA instruments, however preference will be given to Brandon School Division students, and the lessee is required to sign the *Instrument Usage Agreement* and is responsible for any damages.

6. Non-Payment of Fees.
BSIMA cannot deny a student the right to an education in music.
a. If a parent returns an *Instrument Usage Agreement* form indicating financial hardships to the Associate member, fees may be reduced or waived as requested by the parent and at the discretion of the Associate member and if the request for financial assistance is checked on the *Instrument Usage Agreement* form. If a *Financial Assistance Request* form is received, the lessee is still required to sign the *Instrument Usage Agreement* form and is responsible for any damages.
b. When no **fee payment plan** or **financial assistance** is requested by the parent or a request has been denied by the Associate member, or when an NSF payment has been received, the following steps should be followed to collect the fees:
    i. Associate members will inform the Administrative Officer of students who have not paid their instrument usage fees or who have not made alternative arrangements **by October 15th.**
    ii. The Administrative Officer will immediately notify the Associate member when an **NSF** payment has been received from a student so that *Instrument Usage* guidelines can be followed.
    iii. The Administrative Officer will issue a **"Notice of Payment due"** letter. The notice of payment due letter will request that payment be made or alternative arrangements be made by a **specified date. The letter will be sent to the**

student's home by the Administrative Officer and a copy of the letter will be sent to the Associate member. **[Amended 05.15.2019]**

iv. **If payment is not received, a *Financial Assistance Request* form is not received or a second NSF payment is received, the student shall forfeit the right to a BSIMA instrument** until either payment has been received or **a *Financial Assistance Request* form** indicating a waived payment request has been signed, received and approved**.**

v. Instrument usage fees that are returned by the bank as NSF will be charged the NSF bank fee plus a $10 administrative fee.

7. Summer *Instrument Usage*
   Students may use BSIMA instruments over the summer at the discretion of the Associate member.
   Any BSIMA summer Instrument usage is subject to availability.
   a. Summer Instrument Usage Dates
      Students may use BSIMA instruments over the summer from July 1st to August 31st.
   b. Summer Instrument Usage Fees
      Summer Instrument usage fees are to be determined prior to November 30th for the following academic year.
   c. Payment of Summer Instrument Usage Fees
      i. Summer Instrument usage fees are due prior to **June 20th**, as determined by the Associate member.
      ii. **The student will not be allowed to take a BSIMA instrument home until the Instrument usage payment is received and an *Instrument Usage Agreement* form has been signed and received.**
   d. Refund
      There is no refund available on Summer Instrument usage fees, unless there are extenuating circumstances.
   e. Non-Payment
      i. Associate member will waive the Summer Instrument usage fee on a case-by-case basis. If payment is not received or if an NSF payment is received, the student shall forfeit the right to a BSIMA instrument until payment has been received or until **a *Financial Assistance Request*** form indicating a waived payment request has been signed, received and approved**.**
      ii. Instrument Usage fees that are returned by the bank as NSF will be charged the NSF bank fee plus a $10 administrative fee.

ARTICLE XI – INSTRUMENTS

SECTION I – Annual Instrument Purchasing [***Amended 2011.09.28***]

An annual instrument purchase budget allocation will be set by the Board and approved by the May meeting. For annual instrument purchasing the Associate Members will work as a committee to determine which instruments are to be purchased and will follow the Brandon School Division policy on obtaining quotes. If there is a dispute or the Associate Members are unable to come to a resolution as to which instruments to purchase either the President or the Vice-President will review the information and assist in reaching a resolution. The Associate Members will determine what instruments will be purchased and whether the instrument will be new or used.

The Board will award the purchasing contract to either the Administrative Officer or Associate member designate annually. The purchaser will follow the Brandon School Division's policy on

obtaining quotes and purchasing. A report will be submitted to the Board indicating what instruments are being purchased, where the instruments are being purchased from and for which program the instruments are being purchased for at the October Board meeting.

SECTION II – Instrument Repairs & Cleaning [***Amended 2011.09.28/Amended 2013.09.25/Amended 2017.03.15***]

1. Instrument Repairs
   For all repairs the Associate Members will determine if an instrument should be repaired or replaced. If the repair cost for the instrument is more than 60% of the replacement cost, then the instrument should be replaced if the Associate Member recommends this and if the budget allows for it. If an instrument requires a repair over $1,000, Board approval will be required before the instrument can be repaired.
2. Annual Summer Instrument Cleaning
   A summer instrument cleaning Contract will be awarded by the Board and approved by the April meeting to a person(s) who will be tasked with checking and cleaning **all** instruments over the summer months. All BSIMA instruments utilized by students during the year will be set aside for the contracted person by the end of June. The contracted person will then forward any instruments requiring major repairs onto a reputable company if necessary, as per Section II, clause 1 above.

SECTION III – Special Purchases & Repairs [***Amended 2011.09.28***]

A special reserve fund, maintained at $ 10,000, is to be utilized for instrument purchases or repairs that are required outside of the annual instrument purchase budget or annual repair budget. A minimum of two (2) quotes will be required, along with an Associate Member's recommendation for all special purchases and, if applicable, all special repairs. All special purchases or repairs will be required to receive pre-approval from the Board.

SECTION IV – Inventory [***Amended 2011.09.28***]

A Master Inventory database will be created and maintained for instruments to allow access by the Associate Members and the Administrative Officer. All Associate Members and/ or the Administrative Officer are responsible to update the master inventory database annually. The minimum instrument inventory that is required by each program will be determined annually by the Associate Members.

SECTION V – Retirement of Inventory [***Amended 2018.05.16***]

Associate Members will determine if an instrument needs to be retired. Associate Members are permitted to trade in or sell retired instruments at their discretion. Any monies received are to be put in the BSIMA bank account and remain on the balance sheet towards the purchase of new instruments.

ARTICLE XII – BAND PROGRAM ASSOCIATIONS

Each Band Program involved with BSIMA has the authority to establish a bank account for the purpose of managing the affairs of the Band Program provided that the following conditions are met:

1. BSIMA has granted approval for the operation of the account.
2. The account requires a minimum of 2 signatures for all purchases.
   a. The signing authorities are one (1) Associate member and one (1) of two (2) parent/guardian selected by the Band Program Parent Association.
3. Associate members or a parent representative will provide a yearend report on the per capita expenditure

4. Each program is responsible to elect up to two (2) parent representative officers to participate on the BSIMA Board. A minimum of one (1) parent representative officer is required to attend BSIMA Board meetings.

The Band Parent Associations are not limited to the instrumental music programs recognized as a part of BSIMA. The Band Parent Associations may include all music programming at the schools.

ARTICLE XIII – AMENDMENTS

SECTION I – By-laws

The By-laws for the BSIMA will be reviewed annually.

1. If a Board member feels a revision is required, the member will bring forward a notice of motion to review and revise the By-laws.
2. A Sub-committee will be formed to review the By-laws and bring forward a notice of motion to revise the By-laws.
3. The vote to revise the By-laws is to occur within 10 weeks of the initial motion to review the By-laws.
4. The motion to revise the By-laws requires a 2/3rd's majority vote of the Board to pass.

SECTION II – Constitution

The BSIMA Constitution will be reviewed every two (2) years.

1. A Sub-committee will be formed to review the constitution
2. The Sub-committee will include a minimum of one (1) Executive member, one (1) Associate member and two (2) Board members.
3. If revisions are required, the motions to carry forward the revisions to the Annual General Meeting will be voted on at the June Board meeting.
4. The revisions will be presented to the members at the Annual General Meeting
    a. The motion to revise the constitution will be provided to the Associate members by the Friday prior to the Labour Day Weekend to ensure that they will be able to distribute the information to members through the band students.
    b. The motions are to be voted on before a new Executive is voted in.
    c. The motion to revise the constitution requires a 2/3rd's majority vote to pass.
5. An announcement of the revisions will be placed on the BSIMA website and all the Instrumental Music Program websites.

ARTICLE XIV – MISAPPROPRIATION

SECTION I – Process

1. Concerns are to be brought forward to the President.
    a. The President will speak with the Financial Officer and the Administrative Officer at the same time.
    b. The President will call for an outside audit of the books and ensure that there is no conflict of interest between the accountant and any member of the BSIMA Board for the previous 5 (five) years.
2. Auditor reviews the financial records.
    a. The person(s) will be suspended and a special meeting will be called to begin the dismissal process.
        i. If the person who is suspended is an Associate member, the Brandon School Division guidelines will be reviewed and followed.

b. Formal charges will be laid
c. Legal attempts will be made to recover any lost funds.

ARTICLE XV – DISSOLUTION

SECTION I – Reasons

1. If BSIMA has to declare bankruptcy, the organization may be required to dissolve.
2. If the Brandon School Division cancels all the instrumental music programs, BSIMA may decide to dissolve.
3. If the Brandon School Division wishes to assume all responsibility for the management and financing of the instrument inventory, BSIMA may decide to dissolve. [***Amended 2021.04.21***]

SECTION II – Process to Dissolve

1. An Executive member will bring forward a notice of motion to dissolve. The notice of motion is to include clearly defined reasons for dissolution. The process for dissolution can only occur during the academic year.
    a. The Board will review the motion. For the motion to proceed, a 2/3rd's majority vote is required.
2. A Special Member meeting will be called.
    a. Notification of the meeting will be sent out 30 calendar days in advance.
    b. Notification will be sent out to the following members:
        i. General members
        ii. Public members
        iii. Associate members
        iv. Honorary members
        v. Brandon School Division
        vi. General Public
    c. The motion, including the reasons will be forwarded to the members with the notification.
    d. 1/3rd of the general membership is required for quorum.
    e. For the motion to dissolve to proceed, a 3/4th majority vote is required.
3. Dissolution
    a. All creditors and vendors (Accounts Payable and Accounts Receivable) are to be notified.
    b. A complete inventory of all assets will be completed.
    c. Assets will be distributed according to the BSIMA Constitution.
    d. Contact a lawyer to ensure legal processes are met.