



**BYLAWS OF  
THE PIKES PEAK FLUTE CHOIRS, INC.**  
Revised 4/26/2022

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**ARTICLE I – NAME**

The name of the corporation shall be “The Pikes Peak Flute Choirs, Inc.,” or “PPFC,” sometimes referred to in these bylaws as the “Ensemble” or the “Corporation.”

**ARTICLE II – PURPOSES**

The exclusive purpose of the Corporation is to conduct tax-exempt, charitable, scientific, literary, and educational activities as set forth in Section 501(c)(3) of the Internal Revenue Code of 1954, as amended, so as to:

- A. Assist, promote, and strengthen the performing arts in Colorado and the Nation
- B. Provide services, performances, and consultation through programs of interest to the arts community and the community in general
- C. Provide a positive musical experience for musicians interested in the study and performance of fine flute ensemble literature
- D. Develop and maintain a permanent library of flute choir literature
- E. Perform music for both full flute choir and smaller flute ensembles in order to offer the performers the opportunity to practice their art and to promote an appreciation of flute music.

**ARTICLE III – MEMBERSHIP AND VOTING**

**Section 1 - Membership**

*A. Categories of Members.*

- The Board of Directors
- Ensemble performers who have paid dues in the past 12 months
- Ensemble performers exempt from paying dues who have performed in a concert or participated in 75% of rehearsals in the past 12 months
- Such other categories of members as the Board of Directors may designate

*B. Membership Dues*

Members shall pay membership dues during the first month of the semester for the amount approved by the Board of Directors. Dues are collected and tracked by the Treasurer. Scholarships may be available to cover the cost of the dues. Members of the Board of Directors shall be exempt from paying membership dues. Delays in payment of dues must be approved by the Board of Directors.

*C. Attendance*

Members are requested to participate in at least 75% of rehearsals to perform in the forthcoming concert. If this is not maintained, the Board of Directors may review their concert participation. Members may choose for any reason not to participate in any given concert and return following that concert.

*D. Non-Discrimination Policy*

The PPFC follows an equal opportunity membership policy without regard to race, creed, color, religion, national origin, gender, gender expression, sexual

orientation, age, physical or mental physical or mental handicap disability, political affiliation, military obligations, veteran status, and marital status.

*E. Removal of a Member of the Corporation.*

The Board shall be empowered to remove any Member of the PPFC for violating the Non-Discrimination Policy set forth in these bylaws. Any other possible member concerns will be handled on an individual basis by the Board.

*F. Auditions*

Auditions, if requested, shall be administered by the Musical Director, Assistant Musical Conductor, or their designee(s). Audition information and material will be announced and distributed in advance of the audition date.

*G. Music Materials*

Members shall care for the sheet music provided by the PPFC and return said sheet music after the last performance of that music in a season. Members shall compensate the PPFC for music lost or damaged in their care or possession at a rate determined by the Musical Director or the Board of Directors.

Members may borrow PPFC Library music as approved by the Board of Directors. Borrower shall sign Sheet Music Use Agreement Form and shall compensate the PPFC for music lost or damaged in their care or possession at a rate determined by the Board of Directors or designee.

*H. Instruments On Loan Rental.*

Musical instruments are provided to members on an "on-loan" basis primarily for PPFC-related events and performances. Members shall return musical instruments loaned to them by the PPFC in the same condition furnished, normal wear and tear excepted. Members shall compensate the PPFC for instruments lost or damaged in their care or possession at a rate determined by the Musical Director or the Board of Directors or designee. Members borrowing instruments from the PPFC shall be required to sign the Music Instrument Use Agreement to be held by the **designated board member**.

## **Section 2 - Voting**

*A. Voting Rights.*

The following persons shall be entitled to a vote on all propositions presented to the membership at large:

- Each member of the Board of Directors
- Each member of the Pikes Peak Flute Choirs who has paid dues in the past 12 months
- Members exempt from payment of dues as designated by the Board of Directors who have performed in a concert in the past 12 months or participated in 75% of rehearsals.

Voting by absentee members is allowed with written vote being received by the Board President before the designated time. Members may also vote when participating in a meeting digitally such as in a Zoom meeting. Voting by proxy shall not be permitted. Write-in candidates will not be permitted.

*B. Annual Meeting*

The annual meeting of the PPFC shall take place in April at a date, time, and place to be announced by the President.

The quorum for the annual meeting shall be 25% of the membership of the flute choir as defined in Section 1A. If the quorum is not met, no voting may take place.

*C. Notice*

Written notice of annual meetings shall be given at least seven (7) days prior thereto, delivered personally, sent by mail or email **to the entire membership of the flute choir.**

## **ARTICLE IV – ADMINISTRATION**

The management and government of this Association shall be vested in an Executive Board.

### **Section 1 - Board Members**

*A. Board of Directors*

The Board of Directors shall consist of:

- President
- Treasurer
- Secretary
- Member Liaison
- Public Relations Director
- Librarian
- Musical Director

**The Musical Director/Conductor is considered a Board Member but not an Officer. The Musical Director may attend Board Meetings as desired but is awarded their position via a different mechanism and may only vote on Board matters in tie-breaking situations.**

*B. Number, Election, and Term of Office of a Board Member*

The number of the Board of Directors of the Corporation shall not be less than three (3) nor more than seven (7).

Board Members shall be elected by a majority vote of flute choir members at the Annual Meeting. Each Officer shall hold office until they are not re-elected or their written resignation is received by the Board of Directors. Elections take place in April. Newly elected Officers will be installed either immediately following the spring concert, or June 1st, whichever is sooner.

The positions of President, Secretary, Treasurer, Member Liaison, PR Director, and Librarian shall be elected annually by the members of the Corporation by a simple majority vote. **Incumbents may run for re-election as many times as they like, but must be re-elected each term.**

**The position of Musical Director shall be appointed by the Officers. A Job Performance Review should be conducted by the Officers every two years.**

Interim Board Members may be appointed by majority vote of the Board between the Annual Meetings when a vacancy arises.

A. *Election and Term of Office.*

In the event a Board Member cannot complete their term, a simple majority vote of the quorum of Directors at a meeting of the Board of Directors shall appoint a temporary replacement until a new Board Member is elected as described in these bylaws.

C. *Resignation of a Board Member*

Any Board Member may resign their position at any time by giving written notification to the Board of Directors with a specified date of resignation.

**Section 2 - Duties**

A. *General Powers*

The Board of Directors shall be a legal entity to handle all funds coming into the Ensemble, to manage its property, and to transact all business and other matters pertaining to the Ensemble. The Board may appoint interim officers for any office if positions are vacated during the year.

B. *Removal of a Board Member*

Any Board Member may be removed or replaced with cause at the discretion of the Board of Directors by a two-thirds majority vote. The Board Member whose removal is being voted on cannot vote in this decision.

C. *Special Meetings*

Special Meetings of the Board of Directors may be called by any Board Member.

D. *Notice of Meetings*

Written notice of meetings of the Board of Directors shall be given to the entire flute choir at least seven (7) days before the meeting, delivered personally, sent by mail or email. The business to be transacted and its purpose must be specified in the notice. Any Board Member may choose not to attend a meeting. Ensemble performers may offer feedback or concerns to the President or Member Liaison in advance of the meeting, but matters decided by the Board will be voted on by the Board only.

E. *Voting*

A majority vote of the directors present at the meeting shall be required in order to pass a motion. Each member receives one vote on each matter of business.

A majority of the Directors currently in office shall constitute a quorum for the transaction of business at any meeting of the Board. If less than a majority of the Directors are present at said meeting, the meeting shall be adjourned.

F. *Vacancies*

In the event a Board Member cannot complete their term, a simple majority vote at a meeting of the Board of Directors shall appoint a temporary replacement until a new Officer is elected as described in these bylaws.

G. *Compensation*

Only the Musical Director of the Corporation may receive compensation for serving in the capacity of Musical Director. Reimbursement for expenses shall be permitted as approved by the Board President.

*H. Appointment of Support Personnel*

The Board of Directors may appoint such persons as it reasonably deems necessary or desirable to act as Support Personnel for the Corporation. To the extent possible, persons appointed as Support Personnel shall be determined by the sole discretion of the Board of Directors

**Section 3 - Duties**

Any two (2) or more offices may be held by the same person except the offices of President and Treasurer may not be held by the same person, and the offices of Musical Director and President may not be held by the same person.

*B. Duties of the President*

The President shall be the principal executive officer of the Corporation and shall supervise and conduct the activities and operations of the Corporation. They shall have general supervision of the affairs of the Corporation and keep the Board of Directors fully informed and freely consult with them concerning the activities of the Corporation. They shall sign, with any other Board Member, all contracts and documents authorized by the Board. They shall preside at all meetings of the Board of Directors and the membership or shall delegate a chairperson. They shall approve expenses on behalf of the Ensemble. They shall perform such other duties as assigned from time to time by the Board of Directors. They shall be a secondary signatory on the PPFC bank accounts. They shall choose dates for annual meetings and announce annual meetings in writing to all members a minimum of 7 days in advance of the meeting date. The President will ensure elections are held for every position when they are due as described in these bylaws. The President may not also be the Musical Director or Treasurer.

*C. Duties of the Secretary*

The Secretary shall record and keep copies of the minutes of all meetings of the Board of Directors in books for that purpose. They shall share minutes of Board meetings with the full flute choir, either via email or by a shared Google Drive folder. They shall attend to the giving and servicing of all notices of the Corporation.

*D. Duties of the Treasurer*

The Treasurer shall have custody of all funds of the Corporation. They shall keep complete and accurate accounts of receipts and disbursements of the Corporation and shall deposit all monies and valuable effects of the Corporation in the name and to the credit of the Corporation in such banks or depositories as the Board of Directors may designate. Whenever required by the Board of Directors, they shall submit a statement of the accounts. They shall prepare and submit annual reports to the IRS and Colorado Secretary of State. The Treasurer shall at all reasonable times exhibit the corporate books and accounts to any Officer or Director of the Corporation. They shall perform all other duties as assigned from time to time by the Board of Directors. The Treasurer shall be

required to prepare an annual accounting statement which must be presented at the Annual Meeting. The Treasurer may not also be the President

*E. Duties of the Member Liaison*

The Member Liaison shall act as a connection between the general membership of the Corporation and the Board of Directors. They shall solicit feedback and grievances from the general members and share them with the Board in a timely manner. They shall identify matters too sensitive to present to the entire board, and instead present them to the President in a timely manner, or another board member who may be more appropriate. The Member Liaison shall work with appropriate parties to develop responses and actions related to said concerns.

*F. Duties of the Public Relations Director*

The Public Relations Director shall act as a connection between the Ensemble and the general public. They shall run all social media pages for the Ensemble, write and distribute press releases about upcoming events, and design and print posters and advertisements for events. The PR Director shall maintain the website or assist the board in hiring someone to do so.

*G. Librarian*

The Librarian shall be the caretaker of the instruments and sheet music of the Ensemble. They shall distribute parts to performers and collaborate with the Music Director regarding part assignments. They shall be the foremost keeper of the PPFC library, assist members with borrowing music from the library stored in Meeker Music, and ensure that Sheet Music Use Agreement Forms are completed. They shall track instrument rentals and maintenance, and ensure that members borrowing instruments complete a Music Instrument Use Agreement form. They shall perform all other duties as assigned from time to time by the Board of Directors.

*H. Duties of the Musical Director/Conductor*

The Musical Director shall be the primary conductor for the Ensemble. They shall manage and lead music rehearsals and music performances. They shall select music, concert themes, rehearsal locations, and venues for performance with review by the Board of Directors. They shall keep the Board of Directors fully informed and shall freely consult with them concerning the activities of the Corporation. They shall perform such other duties from time to time as assigned to them by the Board of Directors. The above duties may be delegated to other members of the Corporation by the Musical Director. **The Musical Director may not also be the President. The Musical Director only votes on Board decisions in tie-breaking situations.**

## **ARTICLE V – CONTRACTS, CHECKS, DEPOSITS, AND GIFTS**

*A. Contracts*

The Board of Directors may authorize any Officer or agent in addition to the Officers, so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation; such authority must be in writing and may be general or confined to specific instances.

B. Checks, Drafts, Etc.

All checks, drafts, or other orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the Corporation shall be written by the Treasurer and signed by the President of the Corporation.

C. *Deposits*

All funds of the Corporation shall be deposited in a timely manner to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

D. *Gifts*

The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Corporation.

### **ARTICLE VI – FISCAL YEAR**

The fiscal year of the Corporation shall be September 1 to August 31.

### **ARTICLE VII – INDEMNIFICATION**

The Corporation shall, to the fullest extent now or hereafter permitted by law, indemnify any person made, or threatened to be made, a party to any action or proceedings by reason of the fact that he or she, his or her testator or intestate was an associate, director, officer, or other agent of the Corporation, or of any other organization served by him or her in any capacity at the request of the Corporation, against judgments, fines, reasonable amounts paid in settlement and reasonable expenses, including litigation costs and attorneys' fees, provided it shall be found by a majority of a committee not involved in the matter in controversy that it was in the interests of the Corporation that such settlement be made and that such Directors, Officer, or agent was not guilty of negligence or misconduct.

### **ARTICLE VIII – AMENDMENTS**

These bylaws shall be reviewed annually by the Board of Directors at least sixty (60) days prior to the annual meeting.

These bylaws may be amended at any business meeting of the Ensemble by a majority vote of the members present and voting, the proposed amendment having been submitted in writing to the members at least thirty (30) days prior to the voting.

### **ARTICLE IX – DISPOSITION OF ASSETS UPON DISSOLUTION**

No distribution of the property of PPFC shall be made upon its final dissolution until all debts are fully paid, nor shall the corporation be dissolved or any distribution made except by a majority vote of the PPFC membership.

In the event of dissolution of this organization, any funds remaining in the treasury after Article XI, Section 1 is satisfied shall be contributed to Colorado Flute Association. If said organization does not exist, the assets shall be transferred to the National Flute Association.

Date: \_\_\_\_\_

\_\_\_\_\_  
, President

\_\_\_\_\_  
, Secretary

PROPOSAL