

# *DRHS Band Parent Organization*

## *By-Laws*

### *&*

## *General Rules*

### **Article I**

#### ***Purposes and Restrictions***

- A. The **DRHS Band Parent Organization ("DRHS BPO")**, an Arizona nonprofit corporation is organized and shall be operated as a nonprofit corporation solely and exclusively for charitable and educational purposes as set forth in Section 501(c)3 of the Internal Revenue Code. Without limiting the generality of the foregoing or the character of the affairs to be conducted by the **DRHS BPO** in the future, the **DRHS BPO** initially shall conduct the following business and have the following purpose:
1. To provide support to the Desert Ridge High School (DRHS) Band Programs (which include, but are not limited to the marching band, color guard, all concert and performing bands, jazz bands, drum line, DRRT, and musical ensembles), its *Band Director(s)*, students and parents through moral, physical and financial means to enhance and enrich the students' overall band experience and their ability to achieve musical excellence in education, performance skills and leadership ability.
  2. To support the growth of the band parent organization through continuous improvement in communications, goal setting, funding, and recruitment of people, ideas, and organizations that enhance the program for the current and future benefit of all.
  3. Goals will be achieved in unity, through strong parent support, high levels of community involvement, expanding corporate sponsorship levels, and effective fund raising activities.
- B. Consistent with the foregoing purposes and subject to all other limitations, restrictions, and prohibitions set forth in these By-Laws and the Articles of Incorporation of the **DRHS BPO**, the **DRHS BPO** shall have all the power specified in Section 10-3302 and 10-3303 of the Arizona Revised Statutes, as amended from time to time, and to do all and every thing necessary, suitable, and proper for the accomplishment of the purposes or attainment of the purposes set forth above either alone or in association with other individuals, corporations, or partnerships, including federal, state, county, and municipal bodies and authorities, and, in general, to do and perform such acts and transact such business in connection with the foregoing purposes not inconsistent with law; provided, however, that the **DRHS BPO**

shall not perform any act or transact any business that will jeopardize the tax exempt status of the **DRHS BPO** under Section 501(c)3 of the Internal Revenue Code and its regulations as such Section and regulations now exist or may hereafter be amended or under corresponding laws and regulations hereafter adopted.

- C. No part of the net earnings of the **DRHS BPO** shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the **DRHS BPO** shall be authorized and empowered to provide reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the purpose clause hereof. No substantial part of the activities of the **DRHS BPO** shall be the carrying on of propaganda, or otherwise attempting to influence legislation and the **DRHS BPO** shall not participate or intervene in (including the publishing or distributing of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provisions of this document, the **DRHS BPO** shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from federal income tax under section 501(c)3 of the Internal Revenue Code, or corresponding section of any future federal tax code, or (b) by an organization contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or corresponding section of any future federal tax code.
- D. The **DRHS BPO** will not practice or permit discrimination on the basis of sex, race, national origin, religion, physical handicap or disability.

## Article II *Place of Business*

The known place of business of the **DRHS BPO**, which shall also be known as its principal place of business, shall be at the address so designated in the Articles of Incorporation of the **DRHS BPO**, or if no address is so designated, at the address of the **DRHS BPO**'s statutory agent as set forth in the Articles of Incorporation. The address of the **DRHS BPO**'s known place of business may be changed from time to time by the *Executive Board* in the manner provided in the Arizona Revised Statutes and without amending the Articles of Incorporation.

## Article III *Membership*

- A. Membership in the **DRHS BPO** shall be open to all interested persons who wish to support the DRHS Band Program. There are two (2) categories of membership:

1. Regular Membership: Shall consist of parents or guardians of a student who is an active participant in the DRHS Band Program. Regular Members shall be afforded the full rights and privileges of **DRHS BPO** membership, including, but not limited to:
    - a. Participation in all *Membership* and *Special Meetings* of the **DRHS BPO**
    - b. Voting privileges at all *Membership* and *Special Meetings* of the **DRHS BPO**
    - c. Nomination of candidates for **DRHS BPO** Offices
    - d. Service on Committees or as a Coordinator.
  2. Associate Membership: Shall consist of any adult member of the community who does not have a child or ward actively participating in the DRHS Band Program, but who have an interest in supporting the DRHS Band Program. The *Band Director* and Band Program staff shall be considered Associate Members to avoid conflict of interest as per IRS Code. Associate Members shall have the same rights and privileges as Regular Members with the exception of the following:
    - a. The *Band Director*, having a unique relationship and position within the organization shall be afforded the privileges outlined in *Article VI, Paragraph D* and *Article VIII* herein
    - b. Associate Members cannot participate in *Special Meetings* of the **DRHS BPO**
    - c. Associate Members DO NOT have **DRHS BPO** voting privileges of any kind.
    - d. At the sole discretion of the *Executive Board*, Associate Members may be afforded the privilege to participate in discussions, serve on Committees or serve as Coordinators. The level and scope of such participation shall be determined by the *Executive Board* on an individual basis and any such privilege granted may be withdrawn at any time by the *Executive Board*.
- B. No dues or fees are required to be a Member of the **DRHS BPO**.

## Article IV *Officers and Executive Board*

- A. The elected Officers of the **DRHS BPO** shall be:
1. *President*
  2. *Vice President*
  3. *Treasurer*

4. *Secretary*
5. *Communications Specialist*

At a minimum, the key offices of the *President*, *Vice President*, and *Treasurer* are required to fulfill the duties of the *Executive Board*. The next priority *Executive Board* member is the *Secretary*, followed by the *Communications Specialist*.

- B. Officers must be Regular Members of **DRHS BPO**. In the event any Officer ceases to meet the requirements of Regular Membership during their term of service, that Officer shall be considered to have resigned the office by default.
- C. The *Executive Board* shall be made up of the **DRHS BPO** elected Officers. The duties of the *Executive Board* shall be to act as a steering committee for the **DRHS BPO**.
- D. The term of all elected Officers shall be for one (1) year.
  1. In the event an office should need to be filled, PRIOR to January 1<sup>st</sup>, the individual assuming the office at that time will be considered as having served one (1) complete term.
  2. In the event an office should be filled AFTER January 1<sup>st</sup>, that portion of time served in the office shall not be considered in respect to the term limits described in *Paragraph E* of this Article.
- E. No one individual shall be elected to the same office for more than three (3) consecutive terms. Term can be extended if no one else is interested in running for the position.
- F. Should any of the **DRHS BPO** Offices become vacant during the course of its term, the remaining *Executive Board* members shall have the authority to make appointments to fill the vacancy as described in *Article VI, Paragraph D*.
- G. Compensation
  1. Officers and *Executive Board* Members shall not be provided compensation for their services outside of reimbursement for actual documented expenses incurred on the behalf of the **DRHS BPO**.
  2. With prior approval from the *Executive Board*, Officers or Board Members may be compensated for services provided to the **DRHS BPO**, which are outside the scope of their normal duties and which would otherwise be obtained from an outside source at a comparable rate (documentation shall be required to establish what a similarly situated organization would pay for similar services). Any such compensation shall be

documented in writing, stating the service provided, the dates and terms of service, and the details of the costs for that service.

- H. Any compensation made to *Executive Board* Members, Officers or Members of the **DRHS BPO** are subject to and must be in compliance with the **DRHS Band Parent Organization Conflict of Interest Policy** attached hereto.

## Article V *Responsibilities of Officers*

- A. All Officers are required to attend all **DRHS BPO** meetings as described in *Article X* herein. Any Officer who misses more than two (2) consecutive meetings without proper cause or notification, shall be subject to removal from office as determined by the remaining members of the *Executive Board*.
- B. All **DRHS BPO** Officers shall conduct their duties in a professional manner and shall not engage in any behavior or activity that would impugn the character or integrity of the **DRHS BPO**, the DRHS Band Program, or its associates.
- C. All Officers shall be responsible for training all Officers Elect once they are elected. Officers Elect shall be included as observers at the *Board Meeting* held in May annually.
- D. Specific Responsibilities of the *President*
1. Presides over *Board Meetings*.
  2. Presides over *Membership Meetings, Special Meetings* and any other special functions of the **DRHS BPO**.
  3. Act as liaison between the *DRHS Band Director* and the **DRHS BPO**.
  4. Oversee the day to day running of the **DRHS BPO**.
  5. Coordinate with the *Executive Board* as necessary.
  6. Oversee and coordinate Committees and Coordinators.
  7. Ensure that all Officers and the *Executive Board* have a copy of and are familiar with the **DRHS Band Parent Organization By-Laws & General Rules** and **Conflict of Interest Policy**.

#### E. Specific Responsibilities of the *Vice President*

1. Assist and support the *President* in the execution of the duties of his/her office.
2. Assume the duties of the *President* in the absence of the *President*.
3. Shall be responsible for tracking and maintaining of individual student accounts related to their activities and participation in various DRHS Band Programs.
4. Chair one or more Committees, if time allows.

#### F. Specific Responsibilities of the *Secretary*

1. Record all minutes of all *Board, Membership* and *Special Meetings*. All recorded minutes shall be accessible to the **DRHS BPO** Membership.
2. Maintain the By-Laws & General Rules and other related documents on behalf of the **DRHS BPO**, including approved updates and changes.
3. Shall be responsible for annual registration of club with the school.
4. Shall prepare annual reporting to the Arizona Corporation Commission.
5. Shall be responsible for the coordination of the acquisition of needed supplies or equipment for all DRHS Band Programs.
6. Shall be responsible for the duties of *Communications Specialist* should the office be vacant.

#### G. Specific Responsibilities of the *Treasurer*

1. Shall be responsible for all monies received and disbursed by the **DRHS BPO**.
2. Shall be responsible for tracking and maintaining of individual student financial accounts.
3. Shall maintain an annual budget which adequately addresses and supports the needs and objectives of the **DRHS BPO** and is in compliance with government and GUSD guidelines.
4. Shall provide monthly *Treasurer's* reports, student account reports and bank statements to the *Executive Board*. The *Treasurer's* Reports shall be available to the **DRHS BPO** Membership upon request.
5. Shall prepare and submit Annual information returns to the IRS and ADOR

#### H. Specific Responsibilities of the *Communications Specialist*

1. Shall be responsible for providing and maintaining current and timely web page content and information, contact/e-mail lists, e-mails, etc.
2. Shall be responsible for dissemination of timely and relevant information to the **DRHS BPO** Membership, including practice and performance schedules, *Membership Meeting* schedules, fundraising activities or any other events or goings-on related to the **DRHS BPO** or the DRHS Band Program activities.
3. Shall be responsible for promoting DRHS Band Program and **DRHS BPO** upcoming events and activities to the community and relevant media outlets.
4. Shall oversee all public relations, coordinate with the news media, provide posters or other advertising media in support of the DRHS Band Program and **DRHS BPO**.
5. Shall act as historian for the current DRHS Band Program activities.

## Article VI *Elections*

- A. In March of each year, the *Executive Board* shall appoint a Nominating Committee composed of not less than three (3) members of the Regular Membership.
1. Any Regular Member interested in serving as a **DRHS BPO** Officer may contact the Nominating Committee to express said interest in serving. It shall be the duty of the Nominating Committee to nominate from the Regular Membership at least one (1) candidate per office from the pool of those members who have indicated their desire to serve.
  2. The names of those nominated for **DRHS BPO** office shall be publicized to **DRHS BPO** Membership via e-mail, newsletter, phone tree, and shall be posted on the **DRHS BPO** web page and the DRHS Band Room not less than two (2) weeks prior to the scheduled election date.
- B. Elections shall be held annually at the *Membership Meeting* scheduled in April. Votes shall be cast by the Regular Membership by secret ballot. Candidates receiving a majority of the votes cast shall be declared as Officers Elect. Candidates running unopposed for office may be approved by acclamation (i.e. voice vote), if such a motion is approved.

- C. Officers Elect shall assume their offices on June 1<sup>st</sup> of each year. Officers Elect will be expected to attend the *Board Meeting* held in May prior to their assuming office.
- D. In the event that a **DRHS BPO** office is vacated due to resignation, death or any other reason, the remaining *Executive Board* shall be empowered to appoint a person or persons to fill the vacancy. Any such appointment is subject to the approval of the *Band Director* and a ratifying vote by the Regular Membership at the next scheduled *Membership Meeting*. However, in the event the office of *President* is vacated, the *Vice President* shall immediately assume the *President's* position.

## **Article VII** ***Removal of Officers***

- A. Removal of an Officer from the *Executive Board* must be for just cause.
- B. A certified letter shall be sent by the *Executive Board* to the Officer under dispute not less than seven (7) days prior to a scheduled *Special Meeting*.
- C. All concerned parties shall be afforded reasonable opportunity to present evidence in support of their case to those in attendance at the *Special Meeting*.
- D. All proceedings shall be documented and any evidence submitted shall be duly noted. Copies of all documents and minutes associated with the proceedings shall be given to the primary parties involved.
- E. Removal of any Officer must have approval of a two-thirds (2/3) vote of those in attendance at the *Special Meeting*.

## **Article VIII** ***Band Director Involvement***

- A. Role of the *Band Director*
  - 1. The role of the *Band Director* will be to provide input into yearly goals, present a update on the activities of the DRHS Band Program at each *Membership Meeting*, attend *Board Meetings* as available, and indicate to the *Executive Board* and **DRHS BPO** membership the specific needs and goals of the DRHS Band Program.

2. The *Band Director* shall serve as a liaison between the **DRHS BPO** and the DRHS Band Program, maintain communication with DRHS and GUSD Administration, and collect specific student information as required.
- B. The *President* shall keep the *Band Director* informed of all **DRHS BPO** activities.
- C. The *Band Director* shall attend *Board Meetings* as requested by the *Executive Board*.
- D. Decision Making
1. The primary responsibility of the *Band Director* in his/her relationship with the **DRHS BPO** is to be sure that fundraising projects or other **DRHS BPO** activities do not conflict with GUSD, DRHS or DRHS Band Program policies or would be detrimental to the DRHS Band Program's best interests.
  2. Decision making by the **DRHS BPO** rests in the hands of the *Executive Board*, its Coordinators and Committees, and the *Regular Membership*. Decisions shall be made in accordance with these By-Laws and General Rules. Decisions shall be made in the best interests of the members of the DRHS Band Program with respect for the educational principles of the Gilbert School District.

## Article IX

### *Committees and Coordinators*

- A. The *Executive Board* may delegate certain powers to Committees or assign Coordinators in order to support the various endeavors of the **DRHS BPO** as it deems necessary.
1. All Coordinators and Committee members must be **DRHS BPO** members.
  2. A Committee shall be defined as a designated group of at least two (2) **DRHS BPO** members, with at least one (1) of that group serving as the Committee Chair, which will direct and organize the Committee in performing its duties.
  3. A Coordinator shall be defined as an individual **DRHS BPO** member who is designated to perform all of the functions that would otherwise be performed by a Committee.
  4. Coordinators and Committees may be formed for such purposes as, but are not limited to the following:
    - (a) Nomination of candidates for **DRHS BPO** offices

- (b) Auditing of *DRHS BPO* financial records
  - (c) Fundraising
  - (d) Volunteer coordination
  - (e) Strategic planning
  - (f) Hospitality
  - (g) Chaperone coordination
  - (h) Website
  - (i) Trip/travel coordination
  - (j) Ad hoc (temporary, for special purposes) i.e., 501(c)3 formation, truck/trailer acquisition, etc.
5. The *Executive Board* may remove and/or replace Coordinators, Committee Chairs or members and may suspend or dissolve a Committee at their discretion.
6. Coordinators and Committee Chairs may be required to be present at portions of *Board Meetings* to provide updates and participate in discussions related to the activities of their specific activities.
- B. Committees/Coordinators shall be responsible for the administration and performance of the particular purpose(s) for which they are formed. It shall be the responsibility of these Committees/Coordinators to plan, communicate, and obtain approval for their designated projects from the *Executive Board*. All proposed actions of any Committee/Coordinator must have approval of the *Executive Board* prior to their execution.
- C. Within the scope of any Committee/Coordinator's assigned duties, appropriate Sub-Committees may be created in order to accomplish those goals. Any Sub-Committees formed must have their function and scope specified in writing and must be approved by the *Executive Board*.
- D. Committees or Coordinators shall keep reasonably accurate records of all activities and shall be responsible for maintaining any historic or archived records that have been put to their care. All Committee/Coordinator records shall be submitted to the *Executive Board* at the close of each school year, upon dissolution of that Committee/Coordinator, or upon request of the *Executive Board*. All records shall be passed on to any subsequent Coordinators or Committees to ensure continuity.
- E. Any and all monies raised or collected by any Committee/Coordinator on behalf of the *DRHS BPO* shall be remitted to the *Treasurer* as soon as is reasonably possible. All such remittances to the *Treasurer* shall be accompanied by a detailed accounting of their origin

and purpose which has been signed, at a minimum by the Committee Chair or Coordinator.

- F. The activities of any Committee/Coordinator must be in compliance with the *DRHS Band Parent Organization Conflict of Interest Policy* and fall within the Gilbert Unified School District (GUSD) guidelines and policies.

## Article X *Meetings*

- A. There shall three (3) types of meetings held by the *DRHS BPO*:
1. *Membership Meetings* are open to the entirety of the *DRHS BPO* membership. These meetings will typically be held once per month or on some other regularly scheduled basis, or as deemed necessary by the *Executive Board*.
  2. *Special Meetings* are open only to Regular Members for the *DRHS BPO*. These meetings are reserved for issues and elections that fall outside of the typical, ordinary operations of the *DRHS BPO*. *Special Meetings* shall be scheduled as deemed necessary by the *Executive Board* or as outlined elsewhere within these By-Laws.
  3. *Board Meetings* are open only to members of the *DRHS BPO Executive Board*, the *Band Director*, and those individuals who have been so invited to attend by the *Executive Board*. *Board Meetings* shall be held on a regular monthly basis or as deemed necessary to conduct the affairs of the *DRHS BPO*. The *Executive Board* must conduct an *Annual Meeting* which shall occur no sooner than August 1 and no later than September 30 in any given year for the purposes of the review, coordination, and/or establishment of the annual *DRHS BPO* budget, calendar, committees, etc.
- B. All meetings shall be conducted in an orderly manner and meeting minutes shall be prepared. *Membership Meeting* minutes shall be posted on the *DRHS BPO* website and in the DRHS Band room. All other meeting minutes will be distributed as appropriate.
- C. Meetings shall follow an order of business similar to the following:
1. Call to order and attendance
  2. *Band Director* update
  3. Officers' reports, e.g. *Treasurer's* and *Secretary's* reports
  4. Coordinator/Committee reports
  5. Old business (from prior meetings)

6. New business
7. Adjournment

D. Meeting minutes shall contain at a minimum the following:

1. *Membership Meetings:*

- a. Date, time and location of meeting
- b. *Executive Board* members, Coordinators & Committee Chairs present
- c. *Treasurer's* report
- d. Coordinator/Committee reports
- e. Topics discussed at meeting
- f. Decisions and voting results
- g. Upcoming events
- h. Scheduling of next meeting

2. *Special Meetings:*

- a. Date, time and location of meeting
- b. *Executive Board* members and others present
- c. Topics discussed at meeting
- d. Decisions and voting results
- e. Scheduling of next meeting, if applicable

3. *Board Meetings:*

- a. Date, time and location of meeting
- b. *Executive Board* members and others present
- c. *Treasurer's* report/financial statement
- d. Expenses and contracts approved
- e. Coordinator/Committee reports
- f. Topics discussed at meeting
- g. Decisions and voting results
- h. Upcoming events
- i. Scheduling of next meeting

E. All voting and elections held at any **DRHS BPO** meeting shall be passed by a quorum of the *Regular Membership*. A quorum shall be defined as a majority of those *Regular Members*

in attendance at *Membership* and *Special Meetings*. For *Board Meetings*, a quorum shall be defined as a majority of those *Executive Board* members in attendance at the meeting.

## Article XI *Code of Conduct*

- A. **DRHS BPO** members must conduct themselves in an appropriate and responsible manner at all times while assisting the DRHS Band Program. By their involvement in the activities of the **DRHS BPO**, each member agrees to abide by this Code of Conduct and accepts responsibility for their family members and guests, including:
1. Demonstrating positive support for all students, band directors, band staff and **DRHS BPO** members.
  2. Refrain from offensive or profane language or gestures.
  3. Refrain from public criticism of a parent, student, band director, band staff, or others involved in the DRHS Band Program and **DRHS BPO**.
  4. No smoking is allowed within view of any student at meetings, competitions, concerts, trips, etc. Smokers are asked to utilize designated smoking areas at public events.
  5. No drinking of alcoholic beverages will be tolerated, under any circumstances, while attending or chaperoning any DRHS band program sponsored event.
  6. No illegal drug use will be tolerated, under any circumstances.
  7. Refrain from any other behavior that may be contrary to the goals of the **DRHS BPO** or DRHS Band Program.
- B. Inappropriate behavior shall be brought to the attention of the **DRHS BPO President**, other *Executive Board* Member, or the *Band Director*. The behavior will be investigated and/or reviewed with the *Band Director*, **DRHS BPO President** and/or *Executive Board* to determine what, if any, action should be taken.

## Article XII *Fundraising*

- A. Proposals for fundraising activities shall be presented in writing to the *President*, other *Executive Board* member, or the *Band Director*. The proposal will be discussed at the next scheduled *Board Meeting*, with the *Band Director* attending, wherein a decision will be made as to whether the activity needs to be given further examination, given approval to proceed or be dismissed. Should the proposal be approved, a Coordinator or Committee may be assigned to direct the activity. All fundraising activities must be approved by a majority vote of the *Executive Board*.
- B. Fundraising activities approved by the *Executive Board* will be submitted for approval by DRHS Administration if warranted.
- C. Funds raised via any fundraising activity shall be accounted for in the following manner:
1. Profits from fundraising proceeds collected through an individual student's efforts in a fundraising activity which involves sales, i.e., cookie dough or Harkins cup sales, shall be credited to that individual student's account with the DRHS Band Program.
  2. Profits from fundraising proceeds collected by *Band Director* or Band Program staff shall be credited to the *DRHS BPO* general fund.
  3. Profits from fundraising proceeds collected at DRHS Band Program Events or other venues, by any persons other than a DRHS Band Program student, or via the efforts of a DRHS Band Program student shall be credited the *DRHS BPO* general fund.

## Article XIII *Chaperones*

- A. Chaperone Requirements
1. Chaperones must be the parents or legal guardians of students who are participating in the event being chaperoned and their student's associated trip fees must be paid in full.
  2. Three (3) *Executive Board* members should attend each out of town DRHS Band Program event; two (2) of those members should have signature authority as specified in *Article XIV*.

- B. The total number of chaperones required on any given DRHS Band Program event will be established by the *Band Director*.
- C. Selection of Chaperones
1. Any individual meeting the requirements as outlined in *Paragraph A* of this Article, who desire to act as a chaperone on any given DRHS Band Program event may submit their names to the *Band Director*, a member of the *Executive Board*, or the Chaperone Committee, if such a committee has been organized for that purpose.
    - a. Should the number of volunteers exceed the number of chaperones required for any given event, the chaperones be selected by lottery which will be drawn by the *Band Director*.

## Article XIV *Control of Finances*

- A. All **DRHS BPO** banking accounts shall require two (2) signatures on all withdrawals or checks issued. Both signers shall be *Executive Board Officers*, with the following exceptions:
1. The *Treasurer* shall not have signature authority on any bank account or other fund held by the **DRHS BPO**, nor the authority to sign contracts on behalf of the **DRHS BPO**.
  2. In the event that two (2) members of the *Executive Board* are from the same family or household, and where one holds the office of *Treasurer*, the remaining officer cannot have signature authority on any bank accounts held by the **DRHS BPO** nor the authority to sign contracts on behalf of the **DRHS BPO**. Should neither of those family/household members hold the office of *Treasurer*, only one officer from that family/household will be allowed signature privileges.
- B. All expenditures on behalf of the **DRHS BPO** must be approved by the *Executive Board*.
- C. A combined balance of not less than \$2,500.00 shall be on deposit in banking accounts held by **DRHS BPO** on May 31 each year.
- D. All contracts entered into by the **DRHS BPO** shall require the signatures of the *President* and at least one other *Executive Board* member. Expenditure amounts with vendors over \$500.00 must have a signed contract.
- E. A complete audit for the financial records shall be conducted by an Audit Committee appointed by the *Executive Board* and approved by a quorum of Regular Members in

attendance at the regularly scheduled *Membership Meeting* in either April or May annually. The committee will be responsible for arrangement of an independent audit of the **DRHS BPO's** financial records which shall be completed no later than June 30 of each year. The persons holding the office of *Treasurer* or the Officer Elect for that position shall be excluded from the voting process on this matter.

## Article XV

### *Disposition of Monies Held in Student Accounts*

- A. Funds received on behalf on any individual student in payment of fees related to their participation in the DRHS Band Program or for any other reason shall be held in a separate account bearing the student's name and shall be used solely for the benefit of that student while they are a member of the DRHS Band Program.
- B. The student, their parents/guardians shall be provided with a statement of the student's account at the beginning and at the end of the school year. Interim statements of activity shall be provided upon written or verbal request to the *Treasurer*.
- C. All requests for the transfer funds from an individual student's account to cover miscellaneous expenses, i.e. reeds, valve oil, t-shirts, etc. must be done in writing by the student, their parent or guardian before the transfer can be completed.
- D. Unused funds that remain in a student account after that student has graduated, dropped from the DRHS Band Program or leaves the school for any other reason may be transferred to or reserved for the funding of a sibling's account who is either a current member of the DRHS Band Program or may become a member in the near future provided that:
  - 1. Any such request for transfer or reservation be submitted in writing no later than thirty (30) days after the student's date of graduation or separation from the DRHS Band Program.
  - 2. Funds reserved for future use of a sibling who is not yet a member of the DRHS Band Program will be held for no more than two (2) years after such request has been submitted. If the reserved funds are not transferred to a sibling at the end of this period, the remaining funds shall be transferred to the **DRHS BPO** general account.

Any funds remaining in a student's account which has not been transferred or reserved as described herein shall be transferred into the **DRHS BPO** general account.

#### D. Refunds

1. Funds credited to a student's account via a Tax Credit donation to the DRHS Band Program on behalf of that student are non-refundable under any circumstances.
2. Funds credited to a student's account resulting from a student's participation in a **DRHS BPO** fundraising activity are non-refundable under any circumstances.
3. Payments of DRHS Band Program Fees (i.e., marching band or trip fees) which are paid by means other than Tax Credits or fundraising proceeds (i.e. cash, check or credit card) are refundable according to the refund schedule applicable to the associated activity.

## Article XVI *Amendments to the By-Laws*

- A. The By-Laws shall be reviewed on a semi-annual basis by the *Executive Board*: once at the beginning of their terms in June and again in January at the beginning of the second semester.
- B. Any proposed revisions or amendments must first be presented to the *Executive Board* and reviewed at a *Board Meeting* to be held at the earliest possible convenience of the *Executive Board*.
- C. Once the proposed changes have been reviewed by the *Executive Board* written notice of the proposed revisions or amendments shall be provided to all Regular Members of the **DRHS BPO** at least seven (7) days prior to the next scheduled *Membership Meeting*. In the event such notification cannot be provided within these time constraints before the next scheduled *Membership Meeting*. If deemed necessary by the *Executive Board* a *Special Meeting* may be scheduled for this purpose in lieu of the regularly scheduled *Membership Meeting*; said meeting shall be scheduled to occur no sooner than seven (7) days and no later than (14) days after the notifications have been sent.
  1. Email notification shall be considered written notification; Regular Members who do not have email accounts shall be provided notification via U.S. Postal Service Express Mail.
  2. A copy of the notification shall be posted on the **DRHS BPO** website and in the DRHS Band Room
- D. Adequate discussion of the proposed changes shall be allowed at the meeting which has been designated for that purpose, with the stipulation that any amendment or revision to

these By-Laws should not be taken lightly. The votes cast regarding changes to the By-Laws shall be by secret ballot.

- E. Amendments and revisions which are passed as stipulated in *Paragraph D* of this Article shall become effective immediately or as otherwise indicated within the amendment or revision itself.
- F. These By-Laws shall remain in effect for the life of the organization or until such time as they have been revised.
- G. These By-Laws were officially adopted at the *Membership Meeting* of the **DRHS BPO** on this 14th day of January, 2009.