

**CAPE COD CHORALE  
BY-LAWS**

**Table of Contents**

ARTICLE I: NAME ..... 2  
ARTICLE II: MISSION STATEMENT ..... 2  
ARTICLE III: MEMBERSHIP AND FINANCE..... 2  
ARTICLE IV: CHORALE DIRECTOR AND ACCOMPANIST ..... 3  
ARTICLE V: BOARD OF DIRECTORS ..... 5  
ARTICLE VI: ELECTION OF BOARD MEMBERS ..... 6  
ARTICLE VII: ADVISORY COMMITTEE..... 7  
ARTICLE VIII: TERM LIMITS ..... 7  
ARTICLE IX: MEETINGS ..... 7  
ARTICLE X: MUSIC ..... 8  
ARTICLE XI: BY-LAWS ..... 9  
ARTICLE XII: DISSOLUTION..... 9

## **ARTICLE I: NAME**

The name of the organization shall be the Cape Cod Chorale.

## **ARTICLE II: MISSION STATEMENT**

The mission of the Cape Cod Chorale is to provide outstanding performances of choral music of the highest quality for the enjoyment and education of its members and audiences.

### **Mission Fulfillment:**

As an amateur choral ensemble, the chorale works to the highest standards of artistic expression, while providing an important creative outlet for community singers.

- The chorale presents an annual series of concerts in accessible venues.
- The chorale supports the creative environment of our community by working with vocalists and instrumentalists from Cape Cod and surrounding areas.
- The chorale supports outstanding high-school musicians through scholarships.

## **ARTICLE III: MEMBERSHIP AND FINANCE**

### **Section 1: Membership**

- A. Membership is open to anyone who is interested in singing and capable of matching pitch and balancing his/her voice with others. Auditions may be required at the discretion of the Chorale Director.
- B. New and existing members may join the Chorale during the first three (3) rehearsals of a concert cycle in order to perform in that particular concert. (As used here, and throughout these By-Laws, “concert cycle” refers to the period from the start of rehearsals through the final performance of a given concert.)
- C. To be prepared as completely as possible, all members will attend all scheduled rehearsals. Under certain circumstances such as illness, a family emergency, etc., a member may be excused from a rehearsal. However, such absences may not exceed three rehearsals in a concert cycle. No more than two rehearsals may be missed consecutively. If members need to miss more than two rehearsals, they should consult with the Chorale Director. Should more than three absences occur, it will be necessary to demonstrate sufficient proficiency to the Chorale Director in order to continue preparing for that concert cycle.

### **Section 2: Cape Cod Chorale Year**

The Cape Cod Chorale year shall be comprised of three (3) concert cycles, as follows:

- A. The Fall-Early Winter cycle, beginning the first Monday after Labor Day and ending with the Holiday concerts the same year.
- B. The Winter-Early Spring cycle, beginning the second Monday of January following New Year's Day, and ending with the Spring concerts in April.
- C. The Early Spring-Summer cycle, beginning the second Monday following the Spring concert and ending with a Summer concert/fundraiser in June.

Note: The year as described above may be altered at the discretion of the Board and the Chorale Director; for example, it may be necessary in a given year to increase or decrease the number of concert cycles.

### **Section 3: Fiscal Year and Dues**

- A. The fiscal year of the Cape Cod Chorale will start on July 1 and end on June 30 of the following year
- B. Dues are payable by the third rehearsal of each concert cycle with the amount set by the Board of Directors. Dues are not considered refundable with the following exception: Under the Chorale's "test drive" policy, a prospective member may decide to withdraw from participating in a concert cycle after the first three rehearsals. In such cases, dues will be refunded. Thereafter, dues will not be refunded unless the Board of Directors determines otherwise.

## **ARTICLE IV: CHORALE DIRECTOR AND ACCOMPANIST**

### **Section 1: Selection and Continuation of Chorale Director**

- A. The Board of Directors shall choose a Chorale Director through submitted letter of interest, resume, interview, and audition with the Chorale. Candidates may also be asked to submit recordings and programs. This is a paid position on an annual salary that is paid monthly. Compensation is to be determined by the Board of Directors. A contract between the Chorale, represented by the President, and the Chorale Director shall be signed no later than June 15 each year.
- B. The contract referenced above is an "at will" contract which means that the Chorale Director's contract may be terminated, with 30 days' written notice, at any time for any reason by the Board of Directors. The Chorale Director may resign, also with 30 days' written notice, at any time, although longer advance notice (through the end of the concert cycle) is preferred and requested

### **Section 2: Chorale Director's Responsibilities**

- A. In conjunction with the Board of Directors, the Chorale Director shall be responsible for determining:

- a. The number of concerts performed in a season
  - b. The music used in such concerts (including a budget for soloists/instrumentalists, if desired)
  - c. The number and dates of all rehearsals
- B. In addition, the Chorale Director will be responsible for acquiring instrumentalist, solo vocalists, and chorale “strengtheners” in those cases where the music being presented requires them.
- C. In the event of an extended illness or other circumstance which prevents the Chorale Director from performing his/her duties, the Chorale Director shall assume responsibility for acquiring a substitute. This substitute shall be paid on a per rehearsal/per concert basis. If the Chorale Director is not able to perform his/her duties, the Board has the discretion to continue to pay all or a portion the Choral Director’s salary during this time.

### **Section 3: Accompanist**

- A. Should it become necessary, the Board of Directors shall choose a Chorale Accompanist with significant input from the Chorale Director.
- B. The Accompanist position is a paid position on a per rehearsal/per concert basis. Compensation will be determined by the Board of Directors, and a contract between the Chorale, represented by the President, and the Accompanist shall be signed no later than June 15 each year.
- C. In the event of an extended illness or other circumstance that does not permit the Accompanist to perform the duties assigned, the Accompanist and/or Chorale Director shall assume the responsibility for acquiring a substitute. Such substitute shall be paid a substitute fee on the same per rehearsal/per concert basis. The contract referenced above is an “at will” contract which means that the Accompanist's contract may be terminated, with 30 days’ written notice, at any time for any reason by the Board of Directors. The Accompanist may resign, also with 30 days’ written notice, at any time.

### **Section 4: Duration of Contracts and Changes Thereto**

- A. The contracts between the Chorale and the Chorale Director and Accompanist shall commence upon their signing, and end on the last day of the fiscal year covered by said contracts.
- B. Prior to the end of each contract, and no later than May 15, the Board of Directors shall notify each of the contractors, in writing, of the Board's intention with respect to the following year.
- C. No changes to contracts agreed to by both parties may be implemented without the express consent of the Board of Directors.

## ARTICLE V: BOARD OF DIRECTORS

### Section 1: Board Responsibilities

- A. Establish Chorale policy and direction.
- B. Set and approve budgets
- C. Raise funds and ensure adequate resources
- D. Maintain records, both financial and non-financial, to remain in compliance with federal and state regulations.
- E. Maintain communications with both the membership at large and the Chorale Director.

### Section 2: Board Members

The Board of Directors shall consist of the following officers:

- A. **President:** The President shall oversee the general activities of the Chorale, preside at all regular and special meetings of the Members and the Executive Board, serve as a member ex officio of all committees except the Nominating Committee, and shall appoint Chairpersons for any Special Committees and other individuals needed to assist in the operation of the Chorale.
- B. **Vice-President:** The Vice President shall perform the duties of the President in the absence of the latter and assist the President as required. In addition, the Vice President shall organize rehearsal and performance spaces, contracts, and the calendar.
- C. **Treasurer:** The Treasurer shall receive, record and dispense funds as authorized by the Board; maintain financial records; file the tax-exempt forms required by the IRS and the Commonwealth of Massachusetts; and provide financial reports for regular meetings of the Executive Board, for the Annual Meeting, for the annual audit, and for any agency providing funds for the Chorale.
- D. **Secretary:** The Secretary shall keep a record of the proceedings of all official meetings of the Chorale, and preside in the absence of both President and Vice President.

In addition to these positions, the Board of Directors will appoint individuals or committees who can add their special expertise to advance the mission of the Chorale. The following positions will be considered to be members of the Board of Directors:

- **Membership:** Maintain chorale roster, support current and prospective members, monitor and communicate about member absences
- **Fundraising:** Manage chorale fundraising events, including the annual Friends campaign and the June fundraising event
- **Member-at-large (one):** Represent interests of the chorale, assist with other board responsibilities where necessary

The following positions are important to the success of the chorale, but membership on the Board of Directors is optional:

- **Publicity:** Issue press releases, purchase ads and arrange additional forms of publicity for Chorale events.
- **Webmaster:** Create and maintain chorale website, including private member area with rehearsal tools.
- **Dickens Carolers:** Manage Dickens Carolers performance schedule; solicit chorale participation; provide music book for participants.
- **Concert Ticketing:** Print tickets, distribute to chorale, manage ticket income.
- **Concert manager:** Organize risers acquisition, transport, and set up; instruct chorale in procedures for filing in and out and holding music; arrange line up of chorale members during concerts.
- **Advertising:** Manage solicitation of advertising for program book, deliver ads to program book manager.
- **Mass email communications:** Create and distribute mass email communications using Mail Chimp or other program.
- **Social Media:** Maintain chorale presence on Facebook and other platforms (e.g., Instagram, Twitter, etc.).
- **Sponsorship & Grants:** Solicit sponsorship and grants from local nonprofits and businesses.
- **Historian:** Maintain chorale history and archives, including list of past performances, programs and venues.

The following positions are important contributors to the success of the Chorale, but are not regular Board positions:

- **Section Leaders:** Monitor member attendance, assist in the collection of dues, and enhance the social assimilation of new Members into the Chorale.
- **Database:** Maintain chorale database with address and interaction information; create mailing lists and labels as needed.
- **Program Book:** arrange program book design and content, proofreading, printing.
- **Scholarship program:** communicate with local high schools about chorale scholarship program; manage voting process; communicate with scholarship recipients.

## **ARTICLE VI: ELECTION OF BOARD MEMBERS**

### **Section 1: Election**

The annual election of the Board of Directors shall be held at the Annual Meeting.

### **Section 2: Candidates for Nomination**

- A. Each May, the Board of Directors shall seek out potential candidates to fill vacancies on the Board, and will present these candidates at the Annual Meeting.

- B. Vacancies that occur during the year will be addressed by the Board of Directors. In the event no one from the Chorale's membership is willing to assume the responsibilities of a given office, the Board may, at its discretion, choose to fill the vacancy with an individual who is not a member of the Chorale, provided that individual has the required skills to fill the vacancy effectively.

### **Section 3: Other Nominations**

Nominations from the floor for additional candidates shall be accepted, provided the nominee so consents.

### **Section 4: Election Process**

At the Annual Meeting, the slate of officers will be elected by a simple majority voice vote of the membership present. Immediately following the Annual Meeting, the new and incumbent officers will begin their terms.

## **ARTICLE VII: ADVISORY COMMITTEE**

The Board of Directors may, at its sole discretion, appoint an Advisory Committee. This committee may be made up of various members of the community who wish to serve the Chorale in an advisory capacity, adding their special expertise to advance the mission of the Chorale. These areas of expertise might include such things as recruitment, publicity, fundraising and community outreach initiatives.

## **ARTICLE VIII: TERM LIMITS**

### **Section 1: President, Vice President, Treasurer and Secretary**

- A. These officers shall serve no more than two (2) consecutive one-year terms in the same office.

### **Section 2: Termination of Board members**

- A. Attendance is expected at all Board Meetings unless a member is excused by the President. In the event that a member is unable to sing during a given concert cycle, attendance at Board Meetings is still expected. A board member may be excused from singing for no more than one cycle per year. If the member is unable to meet these requirements, she/he should resign from the Board. In the absence of a resignation, a majority of the remaining Board members may vote to remove the that member.
- B. Board members who are unable to fulfill the requirements of their office as described in these By-Laws may be removed by a majority vote of the remaining members.

## **ARTICLE IX: MEETINGS**

### **Section 1: Annual Meeting**

- A. The Annual Meeting will normally take place in mid-June unless circumstances dictate otherwise. In that event, the Board may schedule the meeting for a different time, and notify Chorale members two (2) weeks in advance of the change.
- B. The Annual Meeting shall be governed by “Roberts Rules of Order.”
- C. For purposes of voting at the Annual Meeting, a person shall be considered to be a member of the Chorale if that person has been an active participant in the concert season and has paid Chorale dues for the season in which the meeting is held.
- D. Election of Board members shall be held at the Annual Meeting.

## **Section 2: General Membership Meeting**

A general membership meeting may be called by the President at any time and for any reason for the dissemination of information and for the approval of recommended courses of action by the membership at large. Such a meeting shall take place with a minimum of two (2) weeks’ advance notice and will be governed by “Roberts Rules of Order.”

## **Section 3: Board Meetings**

The Board shall meet at least one a month during the regular season (September-June), unless voted to skip a meeting at any particular time. Board meetings will take place on the first Monday of each month at 5:45-7:00 pm, unless otherwise specified. Additional meetings shall be at the call of the President with 48 hours’ notice.

## **Section 4: Meeting Notification**

Since members generally have access to electronic messaging, that medium will be the preferred method of contact for any and all meeting notices either to the Board or to the membership at large.

# **ARTICLE X: MUSIC**

## **Section 1: Ownership**

- A. All music for each concert cycle will be purchased by and become the sole property of each member.
- B. Each member assumes the responsibility of their music. Members may mark their music as desired.

## **Section 2: Music Distribution and Inventory**

- A. Music distribution for each concert cycle will take place up to the third rehearsal. Music must be purchased by the third rehearsal, or returned to the Chorale.
- B. In consultation with the Chorale Director and by a majority vote of the Board of Directors, any music owned by the Cape Cod Chorale may be sold, traded, or otherwise disposed of. All value received shall become the property of the Cape Cod Chorale

## **ARTICLE XI: BY-LAWS**

### **Section 1: Distribution**

The By-Laws will be available to all members in the members-only section of the website.

### **Section 2: Amendments**

- A. The By-Laws shall be amended by a simple majority voice vote of the membership.
- B. The membership shall be notified of proposed changes in the By-Laws a minimum of two (2) weeks prior to the vote.
- C. In order to aid the voting process, the proposed changes will be included in the notice to the membership.

## **ARTICLE XII: DISSOLUTION**

### **Section 1: Disposition of Chorale Tangible Assets**

In the event of the dissolution of the Cape Cod Chorale, the Board of Directors shall assume the responsibility of disposing of the Chorale's assets, minus payment of any debts and expenses related to the dissolution process. Accordingly, music and tangible property shall either be liquidated or donated to local churches or other community groups, with preference being given to those on Cape Cod, provided they are organizations with a recognized non-profit status exemption as defined by the U. S. Internal Revenue Service. If the assets owned by the Cape Cod Chorale are sold, the best price obtainable shall be obtained.

### **Section 2: Disposition of Cash Assets**

Remaining cash assets after all above sales have been completed shall be donated to music programs currently in place at high schools on Cape Cod. The Board of Directors will be responsible for determining the recipient high school(s) and the amount of such donation(s) to those schools.

**APPROVED 6/22/20 AT THE CHORALE'S ANNUAL MEETING**