

SWEET ADELINES INTERNATIONAL

**Southern Cross Region 34
Of Sweet Adelines International Incorporated**

Constitution

Circular Keys Chorus

No. 3458

**Bella Vista, NSW
Australia**

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NB The wording of the clauses marked with an asterisk (*) thus) are a requirement of Sweet Adelines International and must be worded to follow closely the wording of the required international policy or by-laws.

SECTION I CHORUS MEMBERSHIP

A. Eligibility

- * 1. Membership is open to any woman who meets the audition requirements.
- * 2. A female under the age of 18 years may be accepted as a 'Young Member' of Circular Keys Chorus if all of the following additional conditions have been met:
 - a) She must be accompanied at any chorus rehearsal, workshop, performance or other chorus function by an adult over 18 who takes responsibility for the member at all times. This 'chaperone' may be male or female and may or may not be a chorus member.
 - b) The 'chaperone' must have completed and signed a 'Chaperone's Agreement'. A 'Young Member' may have several possible 'chaperones' but each 'chaperone' must have signed a 'Chaperone's Agreement'.
 - c) The 'Young Member' must at all times behave in an adult manner and conform to the same standard of acceptable behavior expected of all chorus members.
- * 3. Each prospective member must be auditioned by the Chorus Director or a member of the Music Committee nominated by the Chorus Director. The audition will be sung in a quartet and will consist of two competition songs and one of two other audition songs. To fulfill audition requirements a prospective member must attend at least 5 out of 8 consecutive rehearsals and meet the requirements for being in Good Standing.
- 4. Former members or transferring members may be auditioned at the discretion of the Chorus Director.
- * 5. Once a prospective member passes her audition, copies of the Chorus Bylaws and Constitution are made available for her review and an Application for Membership is given for completion and return to the Membership Chair.

B. Acceptance

- * 1. An application for membership shall be accepted by a two-thirds affirmative vote of the members present at a General Meeting of the membership or a Special Meeting called for that purpose. This decision is ratified by the Management Team.
- 2. Upon acceptance a Chorus Membership Certificate is given to the member by the Team Coordinator. If the applicant is not accepted, notification is provided to the applicant by the Team Coordinator or her nominee.

C. Dues

- * 1.
 - a) Prospective members pay a weekly fee from their second meeting until they have passed audition and have been accepted for full membership. This weekly fee is deposited into chorus funds.
 - b) Full members pay monthly dues. This amount, determined by the Management Team, is due on the first Wednesday of each month.

- c) When a prospective member is accepted as a full member she applies for membership of Sweet Adelines International. Renewal of International dues is on the anniversary of her joining Sweet Adelines. When she applies for membership of Sweet Adelines International she also needs to make a payment to the Australian Region for the remainder of the fiscal year which ends on 30th April. Regional dues are then renewed each year on 1st May.
2. Upon resignation from the chorus, a full member, after return of all costumes and any property belonging to the chorus, will be refunded the amount held in her escrow account.
- * 3. Any member in default of payment of dues by more than two months may be suspended from all privileges of membership by the Management Team acting on the advice of the Financial Manager. If, after written notice by the Team Coordinator or nominee, default is not corrected within the next month, her membership automatically terminates.

D. Attendance Requirements

1. Members are expected to attend all rehearsals and chorus activities punctually and are requested to inform the Membership Chair, Team Coordinator or Section Leader as soon as possible if they expect to be absent.
2. Any member absent from two (2) consecutive rehearsals without notifying one of the members as listed in Section I, D will not be considered in Good Standing. If fees are current, Good Standing will be reinstated after she attends her second consecutive rehearsal.
3. Any member absent from two (2) consecutive rehearsals will be contacted by the Membership Chair. In the event of the member not returning to rehearsals without making arrangements with the Membership Chair, or not contacting the Team Coordinator within the next sixty (60) days, she shall be assumed to have chosen to automatically terminate her membership and action may be taken to this effect at the next Management Team meeting.

E. Leave of Absence

1. Any member who requires an extended absence (four or more weeks) must request a leave of absence in writing from the Management Team.
2. A leave of absence is limited to three months, after which the member may apply for an extension.
3. Any member requesting a leave of absence must pay dues in advance. The Management Team may waive this requirement in special circumstances.
4. a) A member of the Management Team who finds it necessary to request a leave of absence for more than eight weeks may have to resign from the Team; this decision will be made by the Management Team after taking into consideration the specific circumstances. A member may remain on the Management Team if they are able to still attend team meetings although not attend rehearsals.
b) Should it be necessary, the Management Team will appoint a successor for the duration of the original member's absence or for the balance of the term.

5.
 - a) Leave of absence means that the member is inactive during the period of leave granted and does not participate in any chorus activity. Leave may be terminated at any time upon notification to the Team Coordinator.
 - b) Loss of Good Standing does not result from a member being on leave of absence.

F. Good Standing

- * 1. A member is considered in Good Standing if:
 - a) Monthly dues and any other financial obligations are current and
 - b) Attendance requirements have been met.
- * 2. A member must be notified of loss of Good Standing by:
 - (i) Verbal notice from the Finance Manager.
 - (ii) In writing from the Team Coordinator or nominee with the agreement of the Management Team.
 - (iii) Final notice from the Team Coordinator or nominee with the agreement of the Management Team.
- * 3. Loss of Good Standing causes the member to forgo the following privileges: voting in Chorus elections, participating in singing engagements, participating in chorus or quartet competitions.
- * 4. The member's Good Standing is restored by:
 - a) Bringing dues current.
 - b) Meeting attendance requirements.

G. Other responsibilities of Chorus Membership

1. Costumes – Some items of costume are provided and owned by the chorus. Other items are purchased by members and remain their property. Each member is required to maintain her costume in a condition suitable for appearance with the Chorus and to provide any additional items as required. Any articles of Costume and/or accessory provided by the Chorus remain the property of the Chorus and must be returned when membership terminates.
2. Public Performance – Each member is expected to make every effort to participate in all performances given by the Chorus.
3. Performance Readiness – Each member is expected to demonstrate performance readiness, both vocally and visually, to the satisfaction of the Chorus Director and Choreographer before participating in a chorus performance.
4. Music – Music purchased by the Chorus for the exclusive use of its members is considered to be on loan and must be used for rehearsal purposes only. Music, because of copyright laws and ethical reasons, must not be duplicated, given, lent or sold to any other party or parties. It must be returned to the Chorus when membership terminates.
5.
 - a) A quartet representing Sweet Adelines International or the Chorus must be auditioned and approved for public performance by the Music Committee.
 - b) If quartet members are from more than one chorus, the quartet will meet the audition requirements for the Chorus as well as any audition requirements of the other chorus(es) represented.

c) The quartet is required to present for audition a mini-performance of two or three songs plus appropriate emcee material. The Music Committee will inform the quartet of audition requirements prior to the audition to allow sufficient time for preparation and will provide feedback to the quartet afterwards.

H. Termination of Membership

- * 1. **Resignation**
A member wishing to resign from the Chorus and Sweet Adelines International shall:
 - a) Settle all financial obligations with the Chorus and return Chorus property.
 - b) Submit a letter of resignation to the Management Team and obtain a resignation form for Sweet Adelines International Inc from the International website. The completed form shall be submitted to Sweet Adelines International Inc. Resignation is effective for Sweet Adelines International Inc and the Chorus.
- * 2. **Transfer to another Chorus**
 - a) If a member wishes to leave the Chorus, but not the organization, she may apply for transfer to another Chorus or to Chapter-At-Large. A member may apply to Sweet Adelines International Inc. for transfer of membership to Chapter-At-Large or to another chorus. In this case she shall:
 - (i) Settle all financial obligations with the Chorus and return Chorus property;
 - (ii) Submit a letter of resignation to the Management Team.
 - b) If the transferring member has not decided to relocate her membership, she may apply to International Headquarters for transition status by submitting a “Request for Transition Membership Status” form. She is permitted a 60-day transition period during which all privileges of international and regional membership are retained. (Policy – Section 3, Div C).
- * 3. **Forfeiture**
Membership is automatically suspended if a member is in default in the payment of dues, and terminated if default is not remedied within sixty (60) days of written notice by the Finance Manager. The Membership Chair follows up on this procedure.
- * 4. **Removal**
Only the International Board of Directors may remove membership in Sweet Adelines International.

I. Reinstatement of Membership

Former members who have allowed their membership to terminate and who wish to rejoin the Chorus must meet the eligibility and acceptance requirements as stated in Section I, A and B, of this Constitution.

J. Transfer

- * Members of Sweet Adelines International who wish to transfer from another Chorus must meet the eligibility and acceptance requirements as stated in Section 1, A and B, of this Constitution.

K. Register of Members

A current register of members is to be kept by the Membership Chair.

L. Members' liabilities

The liability of a member of the Chorus to contribute towards the payment of the debts and liabilities of the Chorus or the costs, charges and expenses of the winding up of the Chorus is limited to the amount, if any, unpaid by the member in respect of membership of the Chorus as required by Section 1, C.

M. Resolution of disputes

1. A dispute between a member and another member (in their capacity as members) of the Chorus, or a dispute between a member or members and the Chorus, if unable to be resolved within the Chorus, are to be referred in confidence to the Regional Management Team of Sweet Adelines Australia, who will nominate a suitable person to assist the parties to resolve the dispute.

N. Disciplining of members

1. A complaint may be made to the Management Team by any person in respect of a member of the Chorus who:
 - a) has refused or neglected to comply with a provision or provisions of this Constitution, or
 - b) has willfully acted in a manner prejudicial to the interests of the Chorus.
2. The Management Team may refuse to deal with a complaint if it considers the complaint to be trivial or vexatious in nature.
3. If the Management Team decides to deal with the complaint, the Management Team:
 - a) must cause notice of the complaint to be served on the member concerned, and
 - b) must give the member at least 14 days from the time the notice is served within which to make submissions to the Management Team in connection with the complaint, and
 - c) must take into consideration any submissions made by the member in connection with the complaint.
4. The Management Team may, by resolution, recommend to the International Board of Directors of Sweet Adelines International that the member be removed if, after considering the complaint and any submissions made in connection with the complaint, it is satisfied that the facts alleged in the complaint have been proved and the removal is warranted in the circumstances.
5. If the Management Team recommends removal, the Secretary must, within 7 days after the action is taken, cause written notice to be given to the member of the action taken, of the reasons given by the Management Team for having taken that action and of the member's right of appeal under clause O.

6. The recommendation for removal of membership does not take effect:
 - a) until the expiration of the period within which the member is entitled to appeal against the resolution concerned, or
 - b) if within that period the member exercises the right of appeal, unless and until the Chorus confirms the resolution under clause O, whichever is the later.

O. Right of appeal of disciplined member

1. A member may appeal to the Chorus in general meeting against a resolution of the Management Team under clause N, within 7 days after notice of the resolution is served on the member, by lodging with the Secretary a notice to that effect.
2. The notice may, but need not, be accompanied by a statement of the grounds on which the member intends to rely for the purposes of the appeal.
3. On receipt of a notice from a member under subclause (1), the Secretary must notify the Management Team which is to convene a general meeting of the Chorus to be held within 28 days after the date on which the Secretary received the notice.
4. At a general meeting of the Chorus convened under subclause (3):
 - a) no business other than the question of the appeal is to be transacted, and
 - b) the Management Team and the member must be given the opportunity to state their respective cases orally or in writing, or both, and
 - c) the members present are to vote by secret ballot on the question of whether the resolution should be confirmed or revoked.
5. The appeal is to be determined by a simple majority of votes cast by members of the Chorus.

SECTION II MEETINGS

A. Chorus Rehearsals

1. Regularly scheduled meetings for chorus rehearsals are held on Wednesday evenings at 7.30 pm.
2. These meetings may be changed or cancelled at the discretion of the Management Team.

B. Business Meetings

- * 1.
 - a) Necessary business may be conducted on the date of a regular chorus rehearsal or at a special meeting called for that purpose.
 - b) An annual meeting of membership is held between 1st March and 30th April for the purpose of electing members of the Management Team. Advance notice shall be given to each member at least fourteen days prior to the annual business meeting. At this meeting Annual Reports should be submitted by all chairs.
- * 2. The Team Coordinator may, when necessary, call a special chorus business meeting with ten days prior notice.

- * 3. A quorum for the transaction of business at any chorus business meeting consists of a majority of the membership.
- 4. Business will be decided on the following basis:
 - a) With previous notice: by a majority of the members present and in good standing.
 - b) With no previous notice: by a 2/3 vote of the members present and in good standing.
- 5. Proxy voting must not be undertaken at or in respect of a general meeting.

SECTION III MANAGEMENT TEAM

A. Meetings

- * 1. The Management Team meets every month or at the discretion of the Management Team.
- * 2. The Annual General Meeting of the Chorus and the election of the Management Team members shall be between 1st March and 30th April.
- 3. A meeting between the Management Team and the Chorus Director may be held prior to April 30th each year to appoint the remaining members of the Management Team, if such appointments are deemed necessary.
- * 4. A combined meeting of the outgoing and incoming Management Team shall be held prior to 30th April each year after the new team is established.
- * 5. Special meetings of the Management Team may be called by the Team Coordinator or by a majority of the team members as needed. Notification of time, place and purpose of the meeting is to be given to each member one week in advance.
- 6. Any four members of the committee constitute a quorum for the transaction of the business of a meeting of the Management Team.
- 7. No business is to be transacted by the committee unless a quorum is present and if, within half an hour of the time appointed for the meeting, a quorum is not present, the meeting is to stand adjourned to the same place and at the same hour of the same day in the following week.

B. Eligibility

- 1. To be eligible for election or appointment to the Chorus Management Team, a member must be in good standing with the chorus as stated in this Constitution.

C. Term of Office

- * 1. A term of office for all the positions of the Management Team, with the exception of the Chorus Director, is one year.
- * 2. The Chorus Director automatically becomes a member of the Management Team for the duration of his or her contract.
- 3. If a chorus member has served 5 consecutive terms as an elected member of the Management Team she is not eligible to stand for an elected position for the next twelve months.

D. Election and Appointment

- 1. The Management Team consists of six (6) elected members plus the Chorus Director for a total of seven (7) members. The offices of the six elected members will be:
 - 1. Team Coordinator
 - 2. Secretary/By-Laws and Rules Coordinator
 - 3. Finance Manager
 - 4. Performance Coordinator
 - 5. Membership Chair
 - 6. Public Relations Chair
- 2. Members standing for election to the Management Team will stand for a specific office as listed in Section III, D, 1.
- 3. The elected Management Team together with the Chorus Director may appoint up to three (3) additional team members if deemed necessary.
- 4. A change in the number of Management Team members, Chorus name, or Chorus location may be made only at rechartering time.

E. Vacancies

- * In the event of a vacancy on the Management Team, the chorus members elect a chorus member to fill the unexpired term in the specific position.

F. Replacement

- * If at any time a Chair/Manager (of a team or committee) fails to fulfill her duties, the Management Team by consensus at any meeting may remove such Chair/Manager and appoint a replacement.

G. Duties and Responsibilities

- * 1. The Management Team has the authority and responsibility to enforce rules and regulations necessary for the proper maintenance, control and management of the Chorus.
- 2. The Management Team is accountable to the Membership for the efficient operation of the Chorus and effective communication with the Members. Their duties will be described in Chorus Bylaws Article VI Section 3.

SECTION IV COMMITTEES

A. Appointment and Term

- * 1. The Management Team appoints the Chairs of all Standing Committees. The Chairs appoint the members of their committees with ratification by the Management Team. Terms are one year, 1st May to 30th April.
- 2. Standing Committees are:
 - Fundraising
 - Public Relations
 - Historian
 - Wardrobe/Costume
 - Makeup
 - Show Committee
 - Hospitality
 - Music Librarian
 - Resource Librarian
 - Social
 - Events Coordination
- 3. Special committees may be appointed by the Management Team as needed for a specific task. The committee is dissolved when the task is completed.

B. Nominating Committee

- * 1. The Nominating Committee, consisting of three members, at least one of whom is not a member of the Management Team, is appointed by the Team Coordinator with ratification by a majority vote of the Management Team.
 - (a) This committee prepares a slate of nominees for each position listed in Section III, D, 1 of this Constitution. Where possible, two or more nominees are presented for each position. Prior to determining the slate, the Chorus members are invited to submit applications and each applicant is interviewed for the role.
 - (b) The slate of candidates is distributed to the Membership at least ten days prior to the election meeting.
- 2. Procedures as outlined in the Sweet Adelines International Guide for Chorus Nomination and Election Procedures are generally followed with the exception of the Election of Officers section, which does not apply.
- * 3. Absentee ballots are sent upon request to any member in good standing who is unable to attend the election meeting. Absentee ballots must be received by the Chair of the Election Meeting prior to the election.

SECTION V. CHORUS DIRECTOR

- A.** Duties, responsibilities and entitlements of the Chorus Director are set out in the Chorus Director's Contract. Specific terms and provisions for the relationship between the Chorus Director and the Chorus shall be defined in a written agreement, which shall be available via the chorus website for perusal by the membership.
- B.** The Chorus Director's contract is renewed annually prior to 1st July by a 2/3 affirmative vote of the Chorus membership.
- C.**
 - 1. Selection of the Music Director is decided by a two-thirds vote in the affirmative by the membership.
 - 2. Termination of the Music Director's term of service is by a two-thirds vote in the affirmative by the membership. Members shall be given fourteen days' notice of the meeting at which the vote is taken, including notice of the resolution of the termination. Abstaining from voting is regarded as a 'no' vote on the termination.
- D.** Assistant Director(s) will be chosen by the Music Director, with ratification by the Management Team. When an Assistant Director directs the Chorus at a performance or rehearsal in the absence of the Music Director, she will be compensated as provided for in the Music Director's Agreement with the Chorus.

SECTION VI. AREA AND INTERNATIONAL ACTIVITIES

A. By-laws and Constitution

- 1. Every Chorus member is bound by Regional and International by-laws and this Constitution.

B. Region and International Competition

- 1. To be eligible to compete with the Chorus, each member must meet the performance readiness criteria as stated in Section I, G, 3 in this Constitution.
- 2. Eligibility of quartets for competition is decided according to the Policy Book, Section 9, Division A.

SECTION VII FINANCES

A. Income

- 1. Operating income is derived from dues and miscellaneous fund raising and, subject to any resolution passed by the Chorus in general meeting, such other sources as the Management Team determines.
- 2. All money received by the Chorus must be deposited as soon as practicable and without deduction to the credit of the Chorus's bank or other authorized deposit-taking institution account.
- 3. The Chorus must, as soon as practicable after receiving any money, issue an appropriate receipt.

B. Authorization of Expenses

1. Subject to any resolution passed by the Chorus in general meeting, the funds of the Chorus are to be used in pursuance of the objects of the Chorus in such manner as the Management Team determines as outlined in the annual projected budget.
2. All proposed expenditure must be submitted for approval to the Management Team prior to funds being committed.
3. Approval of expenditure may be for an budget for a specific purpose, rather than for individual expenditure items. In this case a written report of actual expenditure against budget must be provided to a subsequent Management Team meeting.
4. The signatures of two of the three authorized members of the Management Team are required on all cheques and the electronic approval of two of the three authorized members of the Management Team is required for all EFT payments.
5. Claims for reimbursement of expenses should be accompanied by receipts.

C. Escrow Account

1. The Chorus collects dues monthly and holds in escrow the portion designated for Region and International dues.
2. When a member terminates her membership, funds held in escrow will be returned after receipt by the Management Team of all Chorus property assigned to the terminating member.

D. Audit Procedures

- * 1. The records maintained by the Finance Manager are audited annually before transfer to the incoming Finance Manager.
2. The Management Team appoints the auditor, who may be a member of the Chorus or someone from outside the Chorus, by 1st April.

SECTION VIII CHORUS PROPERTY

- A.** Chorus property consists of costumes, music, stage properties, equipment; i.e. anything for which the Chorus pays.
- B.** Upon termination of membership, all Chorus property must be returned to the appropriate Chair or the Team Coordinator within 30 days.

SECTION IX PUBLIC FUND

- A.** The Chorus will establish and maintain a public fund.
- B.** Donations will be deposited into the public fund listed on the Register of Cultural Organisations. These monies will be kept separate from other funds of the Chorus and will only be used to further the principal purpose of the Chorus. Investment of monies in this fund will be made in accordance with guidelines for public funds as specified by the Australian Taxation Office.

- C** The fund will be administered by a management committee or a subcommittee of the management committee, the majority of whom, because of their tenure of some public office or their professional standing, have an underlying community responsibility, as distinct from obligations solely in regard to the cultural objectives of Circular Keys Chorus.
- D** No monies/assets in this fund will be distributed to members or office bearers of the Chorus, except as reimbursement of out-of-pocket expenses incurred on behalf of the fund or proper remuneration for administrative services.
- E** The Department responsible for the administration of the Register of Cultural Organisations will be notified of any proposed amendments or alterations to provisions for the public fund, to assess the effect of any amendments on the public fund's continuing Deductible Gift Recipient status.
- F** Receipts for gifts to the public fund must state:
- the name of the public fund and that the receipt is for a gift made to the public fund;
 - the Australian Business Number of the company;
 - the fact that the receipt is for a gift; and
 - any other matter required to be included on the receipt pursuant to the requirements of the Income Tax Assessment Act 1997.
- G** **Winding-up clause**
If upon the winding-up or dissolution of the public fund listed on the Register of Cultural Organisations, there remains after satisfaction of all its debts and liabilities, any property or funds, the property or funds shall not be paid to or distributed among its members, but shall be given or transferred to some other fund, authority or institution having objects similar to the objects of this public fund, and whose rules shall prohibit the distribution of its or their income among its or their members, such fund, authority or institution to be eligible for tax deductibility of donations under Subdivision 30-B, section 30-100, of the Income Tax Assessment Act 1997 and listed on the Register of Cultural Organisations maintained under the Act.

SECTION X MISCELLANEOUS

A. Change of name, objects and constitution

An application to the Director-General for registration of a change in the Chorus's name, objects or constitution in accordance with section 10 of the Act is to be made by the public officer or a Management Team member.

B. Custody of books etc

Except as otherwise provided by this constitution, the public officer must keep in her custody or under her control all records, books and other documents relating to the association.

C. Inspection of books

1. The following documents must be open to inspection, free of charge, by a member of the association at any reasonable hour:
 - a) records, books and other financial documents of the association,
 - b) this constitution,
 - c) minutes of all Management Team meetings and general meetings of the association.
2. A member of the association may obtain a copy of any of the documents referred to in subclause (1) on payment of a fee of not more than \$1 for each page copied.

D. Management Team Terminology

1. Much of the terminology used by the Chorus for the Management Team equates to the traditional titles used for office bearers of an association.
These are:

Management Team	=	Committee
Team Coordinator	=	President
Financial Manager	=	Treasurer
Secretary	=	Secretary
2. The traditional titles will be used when conducting official Chorus business, i.e. signing tax returns, conducting banking business, applying for incorporation, etc.

SECTION XI AMENDMENTS

This Constitution may be amended:

- * 1. With previous notice: (at a meeting or in the call for a special meeting) by a majority of the members present and in good standing.
- * 2. With no previous notice: by a 2/3rd vote of the members present and in good standing at a regular or special meeting.
3. Amendments of the Constitution must be sent to the Southern Cross Regional Team Coordinator for ratification.

Revised/adopted by Circular Keys Chorus Membership on 3 August 2011

(signed) (Liz Perry) Team Coordinator

(signed) (Kate Hawkins) By-laws and Rules Consultant

Reviewed by (Sandy O'Neill) Southern Cross Regional Team Coordinator