

THE PRINCE EDWARD ISLAND REGISTERED MUSIC TEACHERS' ASSOCIATION

BY-LAWS

I. GOALS

- ▶ to promote a professional level of teaching
- ▶ to promote progressive ideas on teaching
- ▶ to maintain high musical and academic qualifications among its teachers
- ▶ to offer workshops and lectures for continued education
- ▶ to encourage communication and the spirit of fellowship among members by means of social activities.
- ▶ to provide additional opportunities for our students
- ▶ to contribute to our communities
- ▶ to partner with our national body, the Canadian Federation of Music Teachers' Associations (CFMTA), in promoting excellence in music education across the country.

II. CODE OF ETHICS

This Code of Ethics is a statement of the general principles governing the professional behaviour and conduct of members of the Association in their relations with one another. It is to be applied in particular circumstances and cases as the conscience of the individual members shall dictate having due regard to any current usage or practice of the local Branch, to professional conduct or behaviour that is not, in good faith, consistent with such principles.

Music shall be taught with the object of improving its appreciation as an art form and enhancing the status of the profession in the community.

The art of music teaching shall be regarded as a continual process of self-education and improvement to develop professional excellence and to improve teaching ability and standards.

Fair and honourable business practices shall at all times be observed in dealings with pupils and other members of the Association.

Pupils shall be treated with consideration and patience.

No member of the Association shall misrepresent his/her own professional standing or advertise in a misleading manner.

Members shall themselves be punctual and shall inculcate punctuality in their pupils.

A member may claim a student as a pupil if that student has studied with the member for at least three months of continuous instruction.

A member shall not undertake to give instruction to a student who has formerly received instruction from another member of the Association unless, before doing so, he/she is satisfied that the other member is notified of the termination of his/her services and the student is not in arrears of his/her fees, or he/she has received the consent of the other member to give instruction to a student concurrently.

Lesson rates, accompaniment fees and contracts shall be left to the discretion of individual members. As professionals, members should be remunerated fairly for their services.

III. MEMBERSHIPS

A. **Registered Music Teacher**

1. Uses RMT designation
2. Votes at Provincial Association meetings
3. Includes Conservatory Associateships, Bachelor of Musical Arts, Bachelor of Music, Master of Music, Doctorate of Music, and those accepted as members by the Provincial Association. These could include experienced teachers who are deemed equivalent by the provincial Membership Committee. They have met ALL criteria set out by the P.E.I.R.M.T.A.

B. **Affiliate Member**

This category includes experienced teachers who are deemed equivalent by the provincial by-laws. They have not met ALL criteria set out for full provincial RMT membership.

1. Affiliate Members will be categorized in one of the three Affiliate Member Levels (as outlined below). The category placement depends on the requirements outstanding for full membership.
2. Allowed to vote but not to hold office nationally. May hold office locally and/or provincially.
3. Will receive Canadian Music Teacher
4. Not entitled to use RMT designation.
5. **Affiliate Member Level 1:**
Completed Grade 10 Conservatory with all theory
or
École de musique Vincent d'Indy Neuvième Année - Lauréat II
6. **Affiliate Member Level 2:**
Completed Grade 9 Conservatory with all theory
or
École de musique Vincent d'Indy Septième Année - Supérieur II
7. **Affiliate Member Level 3:**
Other as determined by the Membership Committee

C. **Auxiliary Member**

1. Not teaching but supports goals of the Association.
2. Not entitled to use RMT designation
3. Not entitled to vote at meetings.
4. Could include individuals such as retired music teachers, music publishers, owners or managers of music stores, music librarians, instrument technicians, representatives of music festivals, music students and other supporters of music.
5. Entitled to most benefits of membership.

D. Life Member

1. May be granted upon the recommendation of the Executive Council to those who have rendered meritorious service.
2. All provincial dues, and insurance if required, for Life Members shall be paid by the P.E.I.R.M.T.A.

E. Withdrawal/Transfer

1. Any member wishing to withdraw from membership shall notify the Treasurer. Any dues paid for the current year are forfeited..
2. Any member may take a leave of absence if necessary. Any dues paid for the current year are forfeited. If membership has lapsed for a period of no more than 5 years, the member may be reinstated without payment of the registration fee.
3. If a member in good standing of the Registered Music Teachers' Association of any other Canadian Province moves his/her domicile into PEI, he/she shall, by virtue of the P.E.I.R.M.T.A.'s Membership in the Canadian Federation of Music Teachers' Associations become eligible for immediate acceptance by the P.E.I.R.M.T.A. through transfer of membership.

IV. APPLICATION FOR MEMBERSHIP

1. All applications must include two letters of reference which are to be written by any two of the following: a member of the PEIRMTA, a member of the PEIMEA, an RMT from any province or a former instructor from a recognized institution.
2. All applications along with certificates or diplomas or photocopy of same, or other supporting evidence (such as transcripts or letters of verification from the institutions involved), as well as the registration fee and current membership fee, shall be sent to the Membership Chair, who will process them without delay.
3. If an application is not accepted, all documents and fees will be returned to the applicant.
4. Before any application that does not appear to meet the required qualifications as stated in the By-laws of P.E.I.R.M.T.A. is rejected, the Membership Committee may request an interview with the applicant to discuss said application.

V. MEMBERSHIP DUES

1. The Annual Dues and Late Fee shall be such amounts approved by a majority vote of the members present at either the Annual Meeting or a special meeting called for the purpose of considering the matter, notice of which may be given in accordance with the provisions for change of By-laws.
2. Payment of Dues - Annual Dues shall be payable in full on the 15th day of April in each year for the following Association year. A Late Fee shall be applied to all Annual Dues paid between April 16th and September 15th of any year. Any member who has failed to pay his/her Annual Dues by September 15th of any year shall have his/her name removed from the Register of Members.

VI. EXECUTIVE COUNCIL

1. The Executive Council as established by the Act shall consist of:
 - President
 - Past President
 - Vice-President
 - Treasurer
 - Secretary
 - Public Relations Officer
 - Council Members (2 elected)
 - Membership Committee Chair
2. The affairs of the Association shall be managed by the Executive Council. Members shall be elected at the Annual General Meeting to serve a two-year term, beginning immediately. Any council member(s) can serve more than one two-year term provided they are nominated. In case of a vacancy through the resignation or death of a member, or otherwise, the remaining members may fill the vacancy by the appointment of a duly qualified member of the Association, who shall act until the next annual meeting.
3. The election of Executive Council and all other questions voted on at a meeting of the Association shall be decided by a quorum (as defined in VIII.2) of the members present entitled to vote. Only special circumstances approved by the Executive Council will allow voting by mail/or email. {VIII.2 was passed at the 2004 Annual Meeting.}
4. The Association shall be managed by the Provincial Executive which shall, subject to the provision of the Letters Patent and By-laws of the P.E.I.R.M.T.A. and/or at the order of the Canadian Federation of Music Teachers' Associations, subject to the provisions of the C.F.M.T.A. Act, govern, control, and administer the affairs of the Association, and may exercise all rights and powers vested in it by the Letters Patent and By-laws.
5. No member of the Executive Council shall receive remuneration for the position held, as stated in the Letters Patent incorporating the P.E.I.R.M.T.A..

VII. DUTIES OF ELECTED OFFICERS

1. **PRESIDENT** shall
 - (a) preside at all meetings of the Provincial Executive and enforce strict observance of all By-laws.
 - (b) convene all general and special meetings
 - (c) be ex-officio member of all committees
 - (d) prepare an agenda for meetings of the Executive
 - (e) keep a record of all the meetings and projects for future presidents and executives
 - (f) be a delegate to the C.F.M.T.A. meetings
 - (g) appoint someone responsible for Provincial news of the C.F.M.T.A. newsletter
 - (h) perform such other duties as may be required
 - (I) is not eligible to nominate members for office
2. **PAST PRESIDENT** shall
 - (a) in the absence of the President and Vice-President, be empowered to preside at meetings of the Executive.

3. **VICE-PRESIDENT** shall

- (a) assist the President in the carrying out of the administrative duties of the Association
- (b) perform all duties of the office of the President should the President be absent, or, in the case of resignation, death, or removal of office
- (c) be chairperson of workshops
- (d) need to stand for election as President
- (e) perform such other duties as may be required

4. **TREASURER** shall

- (a) keep a full and accurate record of all funds and financial transactions of the Association; render to the President and Executive at the regular meetings of the said Executive an account of all receipts and disbursements and of the financial position of the Association.
- (b) prepare the necessary documents concerning authorization of signatures which are required by the bank, as follows: for the signing of cheques - two signatures of three empowered (Treasurer, President, Vice-President); for safety deposit box entry, deposits, transfers between accounts, receipt of monthly statement and cancelled cheques of the current account - one signature of three empowered (Treasurer, President, Vice-President).
- (c) deposit all funds in a charter bank or trust company designated by the Executive Council in the name of the Association; disburse the funds of the Association as may be authorized by the Executive Council, with cheques which shall be signed by the Treasurer and counter-signed by the President or the Vice-President.
- (d) contact the auditor one month before the Annual meeting to arrange for the submission of the books for audit; present a signed financial statement and audited report at the Annual Meeting; have copies of the financial report available for distribution at the Annual Meeting; to recommend an auditor for appointment for the fiscal year, to be ratified by the general membership at the Annual meeting; forward the annual financial statements and auditor's report to the C.F.M.T.A. Treasurer.
- (e) bill the members 30 days in advance, for the annual fees which are due on April 15th; as the C.F.M.T.A. per capita fees become due on June 1st, with six months allowed to remit, payment shall be sent by the Treasurer no later than October 1st to the C.F.M.T.A., thus being able to include fees from new members who join the Association up to September 15th.
- (f) be a member of all committees involving finances
- (g) prepare receipts as necessary
- (h) communicate with the Membership Committee Chair (who is to distribute receipts prepared by the treasurer, along with Membership Cards, to all Members paying their dues.)
- (I) perform such other duties as may be required

5. **SECRETARY** shall

- (a) communicate with the Membership Committee Chair to ensure that any changes in the Membership list are reflected immediately.
- (b) send out notices of Executive, General, Special and Annual Meetings, to include the Agenda compiled by the President (as well as any other notices possible, to save mailing costs)
- (c) keep Minutes of the above Meetings.
- (d) make available a copy of the Minutes of each Meeting to each Executive Member within 2 weeks of the Meeting.
- (e) read the Minutes and all important correspondence at meetings and write letters as directed.

- (f) maintain files of correspondence and reports, as well as any special project as directed
- (g) keep a list, as current and complete as possible, including address and telephone number, of all known private music teachers on P.E.I. who could qualify as Members, for outreach purposes.
- (h) assist the Public Relations Officer in distributing the Directory/Brochure
- (I) conduct such other related duties as the Executive Committee shall decide

6. **PUBLIC RELATIONS OFFICER** shall

- (a) be responsible for all publicity of the Association
- (b) be a member of all committees concerning publicity
- (c) compile a list of radio, television and press contacts for press purposes
- (d) submit a report as required
- (e) be responsible for distributing the directory/brochure
- (f) perform other duties as required

7. **COUNCIL MEMBERS** shall

- (a) be called upon, when deemed necessary, to act in some capacity for the Executive

8. **MEMBERSHIP COMMITTEE CHAIR** shall

- (a) chair the Membership Committee to ensure that the following duties are fulfilled
- (b) keep an up-to-date list (Register) of the Prince Edward Island Registered Music Teachers, their addresses, telephone numbers and categories
- (c) communicate with the Secretary to ensure all changes in the above list are reflected immediately
- (d) prepare an up-to-date telephone list for the Executive as the situation demands
- (e) prepare a list of names, addresses, telephone numbers and categories as required for the printing of the Directory/Brochure, after all the annual dues have been paid
- (f) receive all applications and fees from applicants for membership and transfers. Approved applications must be submitted to the Executive for ratification. Upon ratification, the Membership Committee Chair shall write a letter of welcome to each newly accepted Member and enclose a Membership Card, signed by the President and the Membership Committee Chair. The new Member is to be informed of benefits which come with the membership. All membership fees received from new members are forwarded to the Treasurer
- (g) attend Annual Meetings, at which the Membership Committee Chair will issue and distribute Membership Cards and receipts (received from the Treasurer) to all members paying their dues
- (h) attend all Executive Council meetings, and submit a written report on any changes in the Membership
- (i) submit an annual report to the Executive Council at least 3 weeks prior to the Annual Meeting

VIII. MEETINGS

1. A minimum of four Executive meetings per year shall be called, at the discretion of the President. A Quorum of five Executive Council Members must be present.
2. a. **The Annual Meeting** shall be held in June and notice of the meeting must be submitted to the membership six weeks prior to the date set. At the Annual Meeting, reports of all committees and subcommittees must be made available to the general membership, new business must be presented, and, if necessary, be voted upon; nomination of the incoming Executive be presented; reports of the President and Treasurer be read and minutes of the last Annual Meeting read by the Secretary. A Quorum of 50% plus one of the voting power be present.
b. If 50% plus one of the voting power is not present by 15 minutes past the announced AGM meeting time, a Quorum (5) of the Executive may declare the members present be a Quorum for the AGM.
3. Points of **Parliamentary Procedure**. At the opening of the business section of the Annual Meeting, the President or chairperson shall have the authority to determine the points of procedure to be observed (Robert's Rules of Order).

IX. ORDER OF BUSINESS

1. Roll call of officers
2. Reading of minutes of general and special meetings
3. Business arising from minutes
4. Correspondence
5. Financial report
6. Registrar's report
7. Report of committees
8. Unfinished business
9. Nominations and elections
10. New business, as per agenda
11. Notice of motion (it is recommended that these be handed to the Secretary in writing)
12. Questions by members
13. Adjournment

X. DISCIPLINE

1. The Executive Council may, by a majority vote, expel or suspend any member who:
(a) is discovered fraudulently using the letters RMT (Registered Music Teacher) and
(b) wilfully commits a breach of the By-laws of the P.E.I.R.M.T.A.
2. The Executive Council is empowered to lay a charge with the proper authorities if considered appropriate.
3. The Executive Council may suspend the membership of any member whose fees are in arrears, or who for any reason is deemed by the Executive Council to be unworthy of membership. In such cases, the Membership Committee shall be informed.
4. Any member who fails to pay the Membership Dues, post-marked no later than April 15th after being notified by the Secretary, shall pay a penalty fee as stipulated by the Executive Council.
5. Any member whose name has been removed from the Register for any reason other than leave of absence or transfer shall be required to pay a reinstatement fee along with the annual dues. The reinstatement fee shall be determined by the Executive Council.
6. Any member who fails to pay his/her annual dues by April 15th in any year shall not be entitled to be listed in the directory/brochure.

XI. WINDING UP

The Association may be wound up if a resolution to wind up is approved by the Executive Council at a meeting called to consider such business and not other. In the event of the winding up or other dissolution of the Association, there shall not be any distribution of any kind among the members of the Association but the funds of the Association, if any, shall be applied to some organization with similar objects and purposes or to some charitable use recognized by the Income Tax Act.

XII. INDEMNIFICATION

- (a) Every director or officer of the Association or other person who has undertaken or is about to undertake any liability on behalf of the Association and their/his/her executors and administrators, respectively, shall from time to time and at all times be indemnified and saved harmless, out of the funds of the Association, from and against:
 - (i) All costs, charges and expenses whatsoever which such council member, officer or other person sustains or incurs in or about any act, suit or proceeding which is brought, commenced or prosecuted against him or her for or in respect of any act, deed, matter or thing whatsoever made, done or permitted by him or her in or about the execution of the duties of his or her office or in respect of any such liability; and
 - (ii) All other costs, charges, and expenses which he or she sustains or incurs in or about or in relation to the affairs thereof, except such costs, charges or expenses as are occasioned by his or her own wilful neglect or default.
- (b) No council member or officer of the Association shall be liable for the act, receipts, neglects or defaults of any other council member or officer or employee or for joining in any receipt or act for conformity or for any loss, damage or expense happening to the Association through the insufficiency or deficiency of title to any property acquired by order of the executive council for or on behalf of the Association or for the insufficiency or deficiency of any security in or upon which any of the monies of or belonging to the Association shall be placed or invested or for any loss or damage arising from the bankruptcy, insolvency or tortuous act of any person, firm, or corporation with whom or which any monies, securities or effects shall be lodged or deposited or for any other loss, damage or misfortune whatever which may happen in the execution or supposed execution of the duties of his or her respective office or trust or in relation thereof unless the same shall happen by or through his or her own wilful act or default.
- (c) Contracting with the Association:
 - (i) No council member shall be disqualified by his office from contracting with the Association either as vendor, purchaser or otherwise. No contract or arrangement entered into by or on behalf of the Association in which any council member shall be any wise interested shall be void by reason of the council member having such an interest. No council member entering into such a contract shall be liable to account to the Association for any profit realized by any such contract or arrangement by reason of such member holding that office, or by reason of the fiduciary relation thereby established. However, no such contract or arrangement shall be made with a council member, unless it is approved at a meeting of the Executive Council of which full minutes and records shall be made and kept in proper form; the exact nature and extent of the interest of such member must be disclosed to any such meeting and if the interested council member votes, his or her vote shall not be counted.
 - (ii) A general notice that a council member is a member of any specific partnership, Association or corporation and is to be regarded as interested in any subsequent transaction with such partnership, Association or corporations, shall be sufficient disclosure under the preceding paragraph and, after such general notice, it shall not be necessary to give any special notice relating to any particular transaction with such partnership, Association or corporation.

- (d) The Executive Council of the Association is hereby authorized from time to time to give indemnity to any council member or other person who has undertaken or is about to undertake any liability on behalf of the Association or any Association controlled by it. Any action from time to time taken by Executive Council under the authority of this by-law shall not require approval or confirmation by the members.

XIII. BANK ACCOUNT

Bank accounts may be kept in the name of the Association with any chartered bank or trust company in Canada or elsewhere, and all bills of exchange, cheques, promissory notes and hypothecations shall be made, drawn, signed, accepted, endorsed or executed by such council members or other persons as may be designated by resolution of the Executive Council.

XIV. GENERAL BORROWING BY-LAW

- 1. The directors of the Association may from time to time:
 - (a) borrow money upon the credit of the Association;
 - (b) limit or increase the amount to be borrowed
 - (c) issue bonds, debentures, debenture stock or other security
 - (d) hypothecate, mortgage or pledge the real or personal property or both including book debts and unpaid calls, rights, powers, undertakings and franchises of the Association to secure any bonds, debentures, debenture stock or other securities and any money borrowed or any other liability of the Association, and
 - (e) delegate to such officers or Council members of the Association as may be designated by resolution of the Executive Council, all or any of the powers hereby conferred upon the Executive Council, and in particular:
 - (i) The Executive Council may from time to time borrow from a Chartered Bank of Canada upon the credit of the Association, limit or increase the amount to be borrowed, hypothecate, mortgage or pledge the real or personal property of the Association or both, and give security to secure any money borrowed for the purposes of the Company; and also may give additional security at any time for any money borrowed or remaining due by the Association.
 - (ii) The Executive Council may from time to time authorize any Council member or members, officer or officers, employee of the Association, or other person or persons whether connected with the Association or not, to make arrangements with reference to the money borrowed or to be borrowed as aforesaid, and as to the terms and conditions of the loan thereof, and as to the securities to be given therefor with power to vary or modify such arrangements, terms and conditions and to give such additional securities for any moneys borrowed or remaining due by the Association as Executive Council of the Association may authorize and generally manage, transact and settle the banking business of the Association.
 - (iii) Executive Council may also from time to time authorize any Council member or members, officer or officers, employee of the Association, or other person or persons whether connected with the Association or not, to sign, execute, and give on behalf of the Association all documents, agreements and promises necessary or desirable for the purposes aforesaid to draw, make, accept, endorse or execute and issue cheques, promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments, and the same and all renewals thereof or substitutions therefore so signed shall be binding upon the Association.
 - (iv) The powers hereby conferred shall be deemed to be supplement of and not in substitution for any powers to borrow for the purposes of the Association possessed by its Executive Council or officers independently of a borrowing by-law.

2. This by-law shall remain in force and be binding upon the Association as regards any party acting on the faith thereof, until a copy of a by-law repealing this by-law, certified by the Secretary of the Association under the Association's seal, shall have been received by such party and duly acknowledged in writing.

XV. SEAL OF THE SOCIETY

1. All cheques, drafts or orders for the payment of money and all notes and acceptances and bills of exchange shall be signed by such officer or officers or person or persons, whether or not officers of the Association, and in such manner as the Executive Council may from time to time designate.
2. Contracts, documents or any instruments in writing requiring the signature of the Association may be signed, when authorized by the directors, by (a) two of the President, the Vice-President, the Secretary, the Treasurer and all contracts, documents and instruments in writing so signed shall be binding upon the Association without any further authorization or formality. Executive Council shall have power from time to time by resolution to appoint any officer or officers or any person or persons on behalf of the Association either to sign contracts, documents and instruments in writing generally or to sign specific contracts, documents and instruments in writing.
3. The seal of the Association shall be kept in the custody of the Treasurer and may, when required, be affixed to contracts, documents and instruments in writing signed as aforesaid by resolution of Executive Council.
4. The term "contracts, documents and instruments in writing" as used herein shall include deeds, mortgages, hypothecates, charges, conveyances, transfers and assignments of property real or personal, immovable or movable, agreements, releases, receipts and discharges for the payment of money or other obligations, conveyances, transfers and assignments of shares, stocks, bonds, debentures or other securities and all paper writings.

XVI. GENERAL

1. The Executive Council shall have power to deal in any manner it deems proper with matters not provided for by the By-laws of the Association.
2. (a) The Executive Council, provided at least five of the voting members are present, may from time to time, repeal, amend and re-enact these by-laws or any of them by such change unless in the meantime confirmed at a general meeting of the members duly called for that purpose shall only have force until the next annual meeting of the Association and if not confirmed thereat from that time shall cease to have any force
- (b) Notification to all members of such by-law amendments, repeals or re-enactments must be given 30 days prior to the next annual meeting or a special meeting called for that purpose. Any proposal to amend, repeal, or re-enact any by-law must be received 60 days in advance of the annual or general meeting by each member of the Executive Council.
3. The Association year shall be from September 1st to August 31st of the following year.