McMaster Marching Band
Constitution 2025–2026

1. Order of Authority

1.1. This constitution shall be placed in the following order of authority, with precedent granted to documents with a higher ordinal position on the list:

1.1.1. Federal, Provincial, & Municipal Law,
1.1.2. McMaster University Student Code of Conduct,
1.1.3. McMaster Students Union Bylaws & Operating Policies,
1.1.4. McMaster University Marching Band Constitution,
1.1.5. McMaster University Marching Band Bylaws.

1.2. In cases of conflict, lower placing policies shall be rendered null and void exclusively in lines where contradictions arise.

2. Definitions

2.1. *The McMaster Student Union:* The political body that governs over student organizations within the McMaster community at-large,

2.2. *The McMaster University Marching Band:* An MSU constituted recreational organization, the McMaster University Marching Band shall be henceforth referred to by any of the following:

2.2.1. The McMaster Marching Band,
2.2.2. MMB,
2.2.3. The Band.

2.3. *Membership*: Any further mention of Band Membership within any Band policies shall refer exclusively to those that fit the description of a Member in good standing as outlined in Section 4 of this document,

2.4. *The Executive Board:* All future references made to the MMB Executive Board or Executive shall refer exclusively to the persons who hold the seven (7) positions outlined in Section 7 of this document or the entirety of the Board whose seats are actively held by a Member of the Band,

2.5. *Termination*: Any further mention of termination from any hired position or Member shall refer to the removal of any affiliations and obligations that connect the Band to

that individual, regardless of their prior status with the organization. Such status shall bar them from participation in future Band-sanctioned events as per Band policies and any related Executive rulings,

2.6. *Staff*: Band Staff shall consist exclusively of hired and/or recruited personnel to fulfill the responsibilities outlined in their contracts,

2.7. *The Leadership Team:* The MMB Leadership Team shall consist of all Members of the MMB Executive, Leadership, and Administrative and Instructional Staff. This body functions as the highest form of government within the organization to settle disputes and enact large-scale changes when General Meetings and MSU involvement are not deemed appropriate by policy or procedural standards.

3. Purpose

3.1. The McMaster Marching Band shall:

3.1.1. Serve to raise morale and spirit within McMaster University, the GTHA community, and internationally through audio-visual performances,
3.1.2. Act as an ambassador of the university and its student body through financially accessible musical exploration and education,
3.1.3. Serve as a common interest for its Members that combines musicality and physicality,
3.1.4. Support the development of musical artisanship,
3.1.5. Provide a welcoming environment for all Members, regardless of musical or performance ability, race, national or ethnic origin, color, religion, age, sex, gender identity or expression, sexual orientation, LGBTQ+ status, marital status, family status, socioeconomic status, genetic characteristics, disability, or conviction for an offence for which a pardon has been granted or in respect of which a record of suspension has been ordered.

4. Membership

4.1. Qualification

4.1.1. General

4.1.1.1. Full Membership in the Band shall be defined as the allowance of Band entitlements as a reward for the completion of Band duties and responsibilities in accordance with Section 4 of this document,

4.1.1.1.1. MSU members may hold Membership with no additional restrictions for Membership invitation or Band fund authorization as outlined in 4.2,

4.1.1.1.1.1. Restrictions for Membership invitation include, but are not limited to, auditions, interviews, proof of undergraduate enrolment, prior experience, past band involvement.

4.1.1.1.2. MAPS (McMaster Association of Part-time Students), McMaster GSA (Graduate Student Association), and McMaster MBAA (Master of Business Administration Association) members may hold Membership but may not hold Executive office or any position which gives them authority to spend Band funds,

4.1.1.1.3. Anyone not covered in neither 4.1.1.1.1 nor 4.1.1.1.2 may hold Membership upon invitation of the Band but may not hold or elect an individual to Executive office or any position which gives them authority to spend Band funds,

4.1.1.2. Completion of the application process,

4.1.1.3. Payment of the Membership fees and/or deposit as applicable,

4.1.1.4. Prospective Members shall not be eligible for Membership renewal or acquisition if their name appears on the Official MMB-Gone Members List or Official MMB-Gone Staff List.

4.1.2. Application

4.1.2.1. Membership application periods and deadlines shall be defined by the Executive as necessary.

4.1.2.2. Applicants shall fill out a Membership application form and submit it to the Communications Director.

4.1.2.3. The Executive may set additional application requirements in cases of extenuating circumstances. Such requirements may include:

4.1.2.3.1. Auditions,

4.1.2.3.2. Interviews,

4.1.2.3.3. Any other form of correspondence as deemed necessary by the Executive.

4.2. Fees & Deposits

4.2.1. Yearly Membership fees and/or deposits shall be set by the Executive as necessary,

4.2.1.1. The payment and appropriate maintenance of fee payments shall effectively grant Membership status for the agreed upon duration.

4.2.2. Should a Member of the Band withdraw their Membership, a refund in Membership deposits shall be given upon request,

4.2.3. Should the Executive revoke the Membership of an active Band Member, a refund in Membership deposits shall not be given,

4.2.4. Upon the year's completion, Membership deposits shall return to each Member provided insufficient grounds for deposit forfeiture,

4.2.4.1. Deposit funds may be withheld in the following instances:

4.2.4.1.1. Non-standard equipment damage,

4.2.4.1.2. Non-standard uniform damage,

4.2.4.1.3. Non-standard instrument damage,

4.2.4.1.4. Any other form of destruction or vandalism that directly impacts the condition of Band property, loaned or owned.

4.2.4.2. Deposits may carryover between terms upon the request of the Member in question.

4.2.5. Any differences between the established deposit amount and the Member account deposits shall be returned, required, or otherwise settled at the beginning of the following academic Fall term,

4.2.6. In cases where prospective Members lack sufficient funding to gain Band Membership, the Executive shall outline Membership status payment parameters on a case-by-case basis.

4.3. Responsibilities

4.3.1. Members in good standing shall:

4.3.1.1. Abide by all McMaster University, MSU, and MMB Policies,

4.3.1.2. Abide by any other rules enacted by the Executive where appropriate,
4.3.1.3. Communicate planned absences from practices and performances to their Section Leader, the Communications Director, or otherwise designated party,
4.3.1.4. Return Band uniforms, instruments, and equipment at the request of the Executive,
4.3.1.5. Attend at least one (1) Band event for the active academic term,
4.3.1.6. Follow any other responsibilities as outlined on the Membership Application Form.

4.4. Entitlements

4.4.1. Members in good standing, as defined in 4.1.1.1:

4.4.1.1. May sign out one (1) Band musical instrument from the Logistics Director at their discretion, if said instrument is available.
4.4.1.2. Shall have one (1) vote at Band general meetings, as defined in 10.1.
4.4.1.3. May run for an Executive position given that they have been a Member in good standing for a full semester by the time they would assume the position and given that they shall be a full-time MSU Member during the academic year that they would assume the position.

4.4.1.3.1. If no Band Members meet the requirement of being a Member for a full semester, the requirement may be waived by the Executive.

4.4.2. Non-Member Performers shall:

4.4.2.1. Accompany and perform alongside the Band for the duration of a single event,
4.4.2.2. Follow all event procedures, policies, and guidelines as would a Member,
4.4.2.3. Pay a one-event insurance deposit to be returned upon event completion provided insufficient grounds for deposit forfeiture as outline in Section 4.2 of this document.

4.4.3. Friends of the Guard shall:

4.4.3.1. Assist the Band in carrying and presentation of the following while at an event:

4.4.3.1.1. Banners,
4.4.3.1.2. Flags,
4.4.3.1.3. Miscellaneous equipment,
4.4.3.1.4. Water and/or refreshments.

4.4.3.2. Accompany the Band at select events upon request from the Executive or Staff,
4.4.3.3. Not pay any fees or deposits for the use of equipment,
4.4.3.4. Acknowledge that they may be required to organize their own transportation to and from the event without subsidy.

4.5. Termination & Suspension

4.5.1. Failure to uphold Member responsibilities, as defined in 4.3, shall result in termination or suspension of Membership,

4.5.1.1. Termination and suspension may begin regardless of the current Membership status of the individual subject to punitive actions.

4.5.2. Given appropriate documentation, such as attendance records or formal complaints, Members shall be terminated or suspended upon a simple majority vote of the Executive,
4.5.3. A notice of potential termination or suspension of Membership shall be given to the Member in question five (5) business days before official termination, during which time the Member may not participate in any Band-sanctioned events,
4.5.4. A potential termination or suspension of Membership may be appealed to the Band's Executive before official termination,

4.5.4.1. If the offer of appeal is not accepted within said five (5) business day period, the official termination or suspension shall begin,
4.5.4.2. Upon termination, the Executive shall vote whether to place said individual on the Official MMB-Gone Members List.
4.5.4.3. The MMB-Gone Members list may be confidentially provided to relevant parties upon request following approval of four-sevenths (4/7) of the Executive.

4.5.5. Such designation on the Official MMB-Gone Members List shall only be appealed through the procedures outlined in Bylaw 4 – MMB-Gone Appeal Process,

4.5.6. Any attempts to rectify placement on this list requires a full investigation by the Executive upon a requested appeal.

5. Executive Board

5.1. The Executive Board shall:

5.1.1. Consist of the Administrative Director, Operations Director, Communications Director, Finance Director, Logistics Director, Promotions Director, and Social Director, written in its respective ranking order,

5.1.1.1. Executives may only hold one (1) position at a time.

5.1.1.2. Each role shall consist solely of one (1) person. Any additional persons may only be appointed to the Leadership Team, else a by-election may be held.

5.1.2. Be elected by the Band's general Membership,

5.1.3. Ensure current and future improvement and maintenance of:

5.1.3.1. Band sustainability,

5.1.3.2. Band identity and vision,

5.1.3.3. Band accessibility,

5.1.3.4. Band excellence,

5.1.3.5. Positive and inclusive Band atmosphere.

5.1.4. Carry out the responsibilities respective of their position,

5.1.5. Communicate their work and availability to general Membership where appropriate,

5.1.6. Hold their position from May 1st of the year they are elected to April 30th of the following year with the exception of a by-election,

5.1.7. Attend a minimum of 75% of meetings a month,

5.1.8. Be eligible for Executive office as defined in Section 8.1.

5.2. The Administrative Director shall:

5.2.1. Coordinate the scheduling of regular performances during their term and trip events during their term and the term immediately following,
5.2.2. Serve as chief spokesperson of the Band,
5.2.3. Chair all Executive and general meetings of the Band,
5.2.4. Act as an official observer on all Executive committees hosted within the Band,
5.2.5. Handle the day-to-day operations of the Band,
5.2.6. Update MMB policies,
5.2.7. Ensure the Band's adherence to McMaster University, MSU, and MMB policies,
5.2.8. Work with the Operations Director to appoint a Music & Education Director,
5.2.9. Work with the Operations Director and Music & Education Director to hire Administrative and Instructional Staff,
5.2.10. Serve one (1) year following the termination of their position on the Executive Board as an Alumni Advisor,
5.2.11. Represent the Band on all appeals of Membership and Staff suspension and/or termination to the Band's Executive,
5.2.12. Manage the assignment and supervision of all email accounts associated with Executive and Leadership roles under the mcmastermarchingband.com domain.

5.3. The Operations Director shall:

5.3.1. Oversee the coordination of all transportation for the Band to and from events,
5.3.2. Coordinate all insurance and risk management documentation (e.g., Environmental and Occupational Health Support Services),
5.3.3. Coordinate all accommodation needs for Members,
5.3.4. Prepare academic accommodation letters for Members where appropriate,
5.3.5. Coordinate bookings for all practice, meeting, and storage space,
5.3.6. Oversee the appointment of all Leadership Team positions and spearhead the selection of Alumni Advisors,
5.3.7. Coordinate all Section Leader and First-Year Representative duties and perform said duties in their absence,
5.3.8. Perform all duties of the Administrative Director in their absence,
5.3.9. Work with the Administrative Director to appoint a Music & Education Director,

5.3.10. Work with the Administrative Director and Music & Education Director to hire Administrative and Instructional Staff.

5.4. The Communications Director shall:

5.4.1. Document, publish, and archive the minutes of all Executive and general meetings, and make these minutes available to all Band Members,
5.4.2. Manage and oversee elections as described in Section 8,
5.4.3. Process all Membership applications,
5.4.4. Call all Executive and general meetings,
5.4.5. Publish a calendar for all Members in a timely manner, including times, locations, and details for every rehearsal, meeting, and event,
5.4.6. Maintain the Band's Membership Facebook groups, Discord Server, Google Drive, and any other online spaces,
5.4.7. Act as the focal point for all alumni communication, congregation, and sponsorship efforts,
5.4.8. Manage all duties related to internal Membership communication,
5.4.9. Maintain the web server,
5.4.10. Change all passwords and backup email addresses annually.

5.5. The Finance Director shall:

5.5.1. Regulate the account books and cash reserves of the Band, and arrange for the custody and distribution of funds pursuant to the Executive's direction,
5.5.2. Be prepared to present a report on the financial position of the Band at each Executive meeting and have the books available within five (5) business days upon the request of any Member of the Band,
5.5.3. Actively seek funding, donations, and corporate sponsorships,
5.5.4. Prepare an annual budget by May 31st of the year they are elected,
5.5.5. Manage all financial interactions in which the Band is party to, including Membership fees, other fees set by the Executive, financial aspects of fundraising, etc.,
5.5.6. Enforce the regulations set by Finance section 9 and the MMB Financial Regulations Bylaw,
5.5.7. Maintain a record of all financial transactions (e.g., cheques received and/or written, deposits, etc.),
5.5.8. Recruit a Sponsorship Committee from the general Members to aid in the organization of sponsorships at their discretion,

5.5.9. Request the aid of an appropriately qualified MSU employee if they lack the appropriate financial experience themselves.

5.6. The Logistics Director shall:

5.6.1. Be responsible for the storage, maintenance, safekeeping, distribution, assignment, and collection of all Band equipment and uniforms,
5.6.2. Maintain an updated inventory of all Band equipment, its location, and its value,
5.6.3. Act as the Band's music librarian and manage music distribution and inventory,
5.6.4. Appoint a Quartermaster and/or Archivist at their discretion,
5.6.5. If neither position is appointed, the Logistics Director shall take full responsibility over their duties.
5.6.6. Communicate any necessary information to the Operations Director to help them coordinate the storage and transportation of equipment,
5.6.7. Ensure that the sheet music for all music played by the Band is available for all Members that wish to participate.

5.7. The Promotions Director shall:

5.7.1. Play an active role in Member recruitment,
5.7.2. Manage all social media outlets (e.g., Facebook, Twitter, Instagram),
5.7.3. If a Webmaster is not appointed, as defined in 6.7, those duties fall to the Promotions Director.
5.7.4. If a Media Coordinator is not appointed, as defined in 6.8, those duties fall to the Promotions Director.
5.7.5. Ensure all publications positively reflect the identity, Members, and activities of the Band,
5.7.6. Be responsible for all table bookings and posters used for recruitment and other promotions,
5.7.7. Recruit a Promotions Committee from the general Members to aid in the organization of Promotions at their discretion,
5.7.8. Manage all external affairs related to recruitment and Member acquisition.

5.8. The Social Director shall:

5.8.1. Organize all Band social events outside of practices and performances,

5.8.1.1. A social may be held during regularly scheduled rehearsal hours given at least 24-hours notice,

5.8.1.1.1. A social can be held this way up to a maximum of three (3) times per semester,

5.8.1.1.2. A simple majority vote of the Executive must approve each social exceeding this limit,

5.8.2. Be responsible for designing, ordering, and distributing Band clothing and/or memorabilia,

5.8.3. Recruit a Social Committee from the general Members to aid in their responsibilities at their discretion,

5.8.4. Manage all affairs related to Membership retention initiatives and analysis.

5.9. Impeachment

5.9.1. Any Band Member, seconded by another member in good standing may launch an impeachment inquiry by requesting a general meeting to address the issue,

5.9.2. Impeaching (an) Executive Member(s) requires a two-thirds (2/3) affirmative vote of the Membership,

5.9.3. The Communications Director is to create and maintain a speakers list,

5.9.4. In the situation that the Communications Director is being impeached, this responsibility falls to the highest-ranking Executive beginning with the Operations Director,

5.9.5. The Executive Member(s) in danger of losing their position may give a two (2) minute statement on their performance and is to not be present for the remainder of the meeting,

5.9.6. Any Member who wishes to speak on the matter may have two (2) minutes to make a statement for or against the impeachment,

5.9.6.1. The vote shall occur when the speakers list has been exhausted,

5.9.6.2. Should the Executive Member(s) in question be impeached, a by-election to fill the position is to be held at the earliest convenience.

5.9.7. No more than three-sevenths (3/7) Executive Members may be impeached at once. Impeachment of any additional Executive Member(s) may occur only when the elections or by-elections of Executive positions for the impeached Members have been completed and the vacancies have been filled.

6. Leadership Team

6.1. The Leadership Team shall consist of the Executive together with the Drum Major, Section Leader, Quartermaster, Archivist, Webmaster, Media Coordinator, Sponsorship Coordinator, First-Year Representative, Alumni Advisor, and Alumni Coordinator.

6.2. Eligibility for each position is defined in its respective subsection.

6.3. The Drum Major(s) shall:

6.3.1. Be an MMB Member

6.3.2. Be appointed by a previous Drum Major, the Executive, or the Music and Education Director,

6.3.2.1. In cases where the previous Drum Major is no longer present, the Executive shall take full ownership of the appointment process.

6.3.3. Commit to a minimum of two years following their appointment, subject to their compliance with Section 4.3,

6.3.4. Conduct the Band at all practices and performances,

6.3.5. Attend Executive meetings at the request of the Executive,

6.3.6. Direct the Band during all performances.

6.3.6.1. If a Drum Major is not present, decision-making authority falls to the highest-ranking Executive present.

6.4. The Section Leader(s) shall:

6.4.1. Be an MMB Member,

6.4.2. Be selected by the Executive team,

6.4.2.1. Section Leader candidates may not be Members of the Executive team unless in extenuating circumstances.

6.4.3. Distribute music to their section,

6.4.4. Take attendance of their section at every practice and report it to the Operations Director within two (2) days of the practice,

6.4.5. Be present at one (1) Executive meeting a month, or send a representative from their section in their stead if they are unable to attend,

6.4.6. Report their section's needs to the Executive and/or Instructional Staff,

6.4.7. Organize sectional practices at their discretion or upon request by the Executive,
6.4.8. Organize sectional socials with a budget decided by the Finance Director,
6.4.9. Appoint a second in command for occasions where they are unable to complete their responsibilities due to extenuating circumstances.

6.5. The Quartermaster(s) shall:

6.5.1. Be an MMB Member,
6.5.2. Be appointed by and report to the Logistics Director,
6.5.3. Assist with the organization of uniforms, instruments, and any other Band equipment,
6.5.4. Fit performers for uniforms upon the request of the Logistics Director or Executive,
6.5.5. Help execute any other tasks the fit appropriately within the Quartermaster or Logistics portfolios.

6.6. The Archivist(s) shall:

6.6.1. Be an MMB Member,
6.6.2. Be appointed by and report to the Logistics Director,
6.6.3. Assist with the organization of the Band's music library,
6.6.4. Catalogue current music availability and document its legitimacy,
6.6.5. Prepare music printing and preparation efforts in conjunction with the Logistics Director,
6.6.6. Help execute any other tasks the fit appropriately within the Archivist or Logistics portfolios.

6.7. The Webmaster(s) shall:

6.7.1. Be an MMB Member,
6.7.2. Be appointed by and report to the Promotions Director,
6.7.3. Create and/or maintain a website representing MMB,
6.7.4. Ensure all published information is accurate and up to date.

6.8. The Media Coordinator(s) shall:

6.8.1. Be an MMB Member,
6.8.2. Be appointed by and report to the Promotions Director,

6.8.3. Assist the Promotions Director with the development and publication of MMB media material,
6.8.4. Act as the bridge between the Executive and any external photographers, videographers, or designers for the Band,
6.8.5. Work with the Promotions Director to manage any social media pages owned and operated by the Band.

6.9. The Sponsorship Coordinator(s) shall:

6.9.1. Be an MMB Member,
6.9.2. Be appointed by and report to the Finance Director,
6.9.3. Assist the Finance Director with selection and outreach towards Band sponsors,
6.9.4. Work the with Finance Director to develop the McMaster Marching Band Sponsorship Package,
6.9.5. Contact potential sponsors to expand Band outreach,
6.9.6. Maintain professional relationships with sponsors through succession planning,
6.9.7. Aid in the formulation and execution of the Band's budget in conjunction with the Finance Director wherever appropriate.

6.10. The First-Year Representative(s) shall:

6.10.1. Be a Level I student and MMB Member,
6.10.2. Be appointed by the Executive team,
6.10.3. Report to the Operations Director,
6.10.4. Assist the Executive in fulfilling the demands of first-year students,
6.10.5. Possess all responsibilities attributed to Executive positions outlined in 5.1.3.

1.

6.11. The Alumni Advisor(s) shall:

6.11.1. Have previously served on the Leadership Team,
6.11.2. Be appointed by the Executive team upon recommendation from the Operations Director,
6.11.3. Be available to the Executive to answer questions, provide advice, and attend Executive meetings whenever requested,
6.11.4. Possess all responsibilities attributed to Executive roles outlined in 5.1.3.

2.

6.12. The Alumni Coordinator(s) shall:

6.12.1. Be either a current or former MMB member,
6.12.2. Be appointed by the Executive team,
6.12.3. Create and maintain an online space for communication with MMB alumni,
6.12.4. Communicate with MMB alumni about upcoming MMB events and other information as directed by the Executive,
6.12.5. Possess all responsibilities attributed to Executive roles outline in 5.1.3.

3.

7. Educational Staff

7.1. The Music & Education Director shall:

7.1.1. Be appointed by the Executive as an independent contractor,
7.1.2. Develop a curriculum, alongside the Executive and Caption Heads, to strengthen musical proficiency amongst Band Membership,
7.1.3. Coordinate other Staff to execute their curriculum,
7.1.4. Assist the Administrative Director and Operations Director with event scheduling, planning, and execution,
7.1.5. Attend meetings with the Executive wherever, whenever, and however possible,
7.1.6. Select musical pieces for the Band to perform,
7.1.7. Create lesson plans for each Band rehearsal,
7.1.8. Lead the Band at all practices according to their contract,
7.1.9. All other duties outlined in their contract.

7.2. The Brass Instructor shall:

7.2.1. Be appointed by the Music & Education Director and Executive as an independent contractor,
7.2.2. Lead the brass section at all practices according to their contract,
7.2.3. All other duties outlined in their contract.

7.3. The Woodwinds Instructor shall:

7.3.1. Be appointed by the Music & Education Director and Executive as an independent contractor,
7.3.2. Lead the woodwinds section at all practices according to their contract,
7.3.3. All other duties outlined in their contract.

7.4. The Percussion/Drumline Instructor shall:

7.4.1. Be appointed by the Music & Education Director and Executive as an independent contractor,
7.4.2. Lead the percussion section at all practices according to their contract,
7.4.3. All other duties outlined in their contract.

7.5. The Colour Guard/Flags Instructor shall:

7.5.1. Be appointed by the Music & Education Director and Executive as an independent contractor,
7.5.2. Lead the colour guard at all practices according to their contract,
7.5.3. All other duties outlined in their contract.

7.6. The Drill Instructor shall:

7.6.1. Be appointed by the Music & Education Director and Executive as an independent contractor,
7.6.2. Develop the drill formations used by the band
7.6.3. Lead the Band at all drill practices according to their contract,
7.6.4. All other duties outlined in their contract.

7.7. Policies & Prohibitions

7.7.1. Policy Duration & Jurisdiction

7.7.1.1. All policies listed herein shall take effect on and/or within campus grounds, rehearsal spaces, and event locations through departure from the Band's arrival to their departure.
7.7.1.2. In cases of overnight events, the Staff member shall be bound by these rules upon their arrival at the pickup location or first encounter with a Member in transportation to an event through to their final drop off location or when they are otherwise absent from the presence of Members.

7.7.2. Discrimination, Hazing, & Harassment

7.7.2.1. The McMaster Marching Band expressly prohibits any and all discrimination based on musical or performance ability, race, national or ethnic origin, color, religion, age, sex, gender identity or expression, sexual orientation, LGBTQ+ status, marital status, family status, socioeconomic status, genetic characteristics, disability, or conviction for an offence for which a pardon has been granted or in respect of which a record of suspension has been ordered.

7.7.2.2. Hazing is prohibited under any and all circumstances between and among Staff and Members.

7.7.2.3. The McMaster Marching Band is committed to a positive learning environment for its participants and Staff which is free of harassment.

7.7.2.4. It is the affirmative obligation of all Staff to immediately report any violation of McMaster Marching Band policies to an individual responsible for Band operations (for example, any Executive Member),

7.7.2.5. Retaliation of any form and against any individual for making a report or assisting in any way with an investigation of a report shall not be tolerated.

7.7.2.6. All guidelines and procedures shall occur in accordance with McMaster University's Discrimination & Harassment Policy and MSU Operating Policy – Anti-Harassment & Discrimination where applicable.

7.7.3. Substance Use

7.7.3.1. The McMaster Marching Band strictly limits the use of illegal or controlled substances in line with the following guidelines:

7.7.3.1.1. The use, consumption, or distribution of alcohol or cannabis is prohibited on campus grounds, in rehearsal spaces, and in event locations, regardless of federal, provincial, or local laws,

7.7.3.1.2. The possession of alcohol or cannabis is prohibited when in uniform, regardless of federal, provincial, or local laws,

7.7.3.1.3. Any instruction, supervision, or representation on behalf of the Band is prohibited while under the influence of alcohol or any recreational cannabis products,

7.7.3.1.4. The possession, use, consumption, or distribution of illegal or controlled substances is strictly prohibited. Individuals are

responsible for the safe storage, control, and monitoring of any prescription medications when traveling with the Band,

7.7.3.1.5. Any instruction, supervision, or representation on behalf of the Band is prohibited while under the influence of any illegal or controlled drugs.

7.7.4. Local Violations

7.7.4.1. If any Staff member is found violating policies or laws by any branch of law enforcement, the McMaster Marching Band shall not bear responsibility for any disciplinary actions, prosecutions, or fines that may result from their violations.

7.7.5. Conflict of Interest

7.7.5.1. Conflict of interest is defined as engaging in businesses or providing a service which may cause harm to the Band in any way including, but not limited to:

7.7.5.1.1. Adjudication in a competition concurrently attended by the Band,

7.7.5.1.2. Coordinating with and/or collaborating with individuals listed on the MMB-Gone Member or MMB-Gone Staff lists with respect to current Band activities.

7.7.5.1.3. The MMB-Gone Member or MMB-Gone Staff lists may be confidentially provided to relevant parties upon request following approval of four-sevenths (4/7) of the Executive.

7.7.5.2. During the term of this agreement, the Band acknowledges that the Staff member may engage in other businesses or be otherwise employed.

7.8. Writing & Instructional Fees

7.8.1. Staff shall receive an honorarium in accordance with their respective contracts,

7.8.2. Staff may occasionally be asked to arrange music, write drill, or teach choreography to the best of their abilities for Band,

7.8.2.1. Staff may decline this request at no direct penalty to their position.

7.8.3. Upon approval of the Executive, the McMaster Marching Band shall offer Staff a negotiable fee for:

7.8.3.1. Musical arrangements,
7.8.3.2. Field show designs,
7.8.3.3. Dot-based drill.

7.8.4. A price must be agreed upon before writing takes place and payment provided only following the arrangement's completion,
7.8.5. In exceptional cases where the Band requires a draft be made and submitted for review prior to the commission's completion, payment may be awarded up to 20% of the full fee charged,
7.8.6. Upon receiving full payment, the rights shall be transferred to the McMaster Marching Band for their indefinite us.

7.9. Expenses

7.9.1. The Staff shall be reimbursed by the Band for any reasonable and relevant expenses that occur, subject to the following criteria:

7.9.1.1. Band's prior approval must be obtained prior to the expenditure,
7.9.1.2. The Finance Director must be consulted and offer the final say in the approval process,

7.9.1.2.1. After approval has been denied, the Finance Director may only be overruled when superseded by a six-sevenths (6/7) affirmative vote by the Executive.

7.9.1.3. Provision of receipts from Staff must be kept as records for all expenditures claimed,
7.9.1.4. If Staff wishes to attend an overnight event, they shall not incur any cost other than food and drinks to a limit of $60 per night spent with the Band.

7.10. Equipment & Ownership

7.10.1. When music is purchased or acquired for use by the Band, Staff shall be consulted, and can bring suggestions to the attention of the Executive, but the Executive committee shall make all purchasing decisions,

7.10.2. All sheet music, files, records, and books of any form written for the Band shall become the property of the Band, where music purchased by the Band may be used at the Band's discretion,

7.10.3. Staff must return any Band materials to the Band immediately following termination of this contract,

7.10.4. All sheet music, files, records, books, and equipment of any form provided as a loan from Staff to the Band shall become the temporary property of the Band.

7.10.4.1. The Band and its Members are not liable for any damages or losses to property and/or equipment loaned from Staff unless otherwise acknowledged through a formal written agreement.

7.11. Background Checks

7.11.1. Each Staff person who shall have direct contact with Members for more than one consecutive rehearsal period shall be subject to background checks,

7.11.2. Staff may be disqualified from participation in and supervision over the McMaster Marching Band if:

7.11.2.1. Convicted of a summary or misdemeanor violent crime or any sex-based crime,

7.11.2.2. Convicted of a summary or misdemeanor of non-violent crimes, but extenuating circumstances may be considered,

7.11.2.3. Their name appears on the Official MMB-Gone Members List or Official MMB-Gone Staff List.

7.11.3. Any reported convictions outside the above categories shall be evaluated on a case-by-case basis,

7.11.4. Background checks shall be solely observed by the Administrative Director,

7.11.5. Background checks shall consist of the following documents:

7.11.5.1. Criminal Record Check,

7.11.5.2. Vulnerable Sector Check.

7.12. Supervision & Termination

7.12.1. Any violation of the Band policies by Staff shall be determined at the sole discretion of the Band Executive,

7.12.2. In case of policy infractions, contract breaches, and unlawful conduct, such violations shall be recorded in detail, in a performance log and in a timely manner,

7.12.3. In case of such violations, Staff shall be subject to:

7.12.3.1. Termination,

7.12.3.2. Reporting of any incidents to appropriate law enforcement officials.

7.12.4. If disciplinary action results in termination while in attendance of a Band event, the terminated individual is responsible for all return transportation arrangements and expenses,

7.12.5. The termination of Staff shall be determined by a five-sevenths (5/7) affirmative Executive vote or a simple majority vote of the Band.

7.12.5.1. The ability to abstain is suspended for this vote unless the voter has a serious conflict of interest (e.g., is a family member of the instructor in question, etc.).

8. Elections

8.1. All Executive Members shall:

8.1.1. Be MSU Members for the term in which they hold Executive office,

8.1.2. Be elected by the Band Membership,

8.1.3. Have been a Member in good standing for at least one (1) full academic term prior to holding a position on the Executive.

8.2. Nominations shall be submitted to the Communications Director no less than five (5) days before the election date, detailing qualifications and experience,

8.3. Documents from the nominated Members (should they choose to accept their nominations) detailing qualifications and experience in no more than 250 words shall be submitted to the Communications Director no less than three (3) days before the election date,

8.4. A final call for nominations for each position shall be permitted on the election date before the election takes place for that position,

8.4.1. No final call nominations shall be accepted for the Administrative Director.

8.5. Election of Executive Members shall be by anonymous ballot and require a simple majority vote,

8.5.1. Ballots for a given position shall be counted by members of the Executive not running for that position,

8.5.2. In case of a tie, the current Executive shall cast the deciding vote by anonymous breaking vote,

8.5.3. Further conflicts shall be resolved by the current Executive at their discretion.

8.6. Time parameters for the election of each position shall be determined by the current Executive at least five (5) days before the election date,

8.7. Elections of Executive Members shall occur at a general meeting held no later than the end of the Winter academic term,

8.8. Nominees for the position of Administrative Director shall have previously served as an Executive Member for any length of time of the Band to be eligible for this position,

8.8.1. When no nominees exist with this experience, nominations shall be open to the Band's general Membership.

8.9. Notice shall be given to all Band Members of all Executive changes.

9. Finances

9.1. The Executive must request to be subject to an annual audit by the MSU and/or the SRA. All relevant forms and information should be prepared in advance of the request,

9.2. The Band may be eligible to solicit financing from the MSU,

9.3. The Band must determine an annual security deposit and/or Membership fee,

9.4. Monies received shall not involve any obligation of the MSU,

9.5. The Band may use any means consistent with its constitutional purpose and MSU policy to raise funds,

9.6. All cheques payable shall be signed by the Signing Officers as determined by the Band's Bylaw 1 – Financial Regulations,

9.7. All cheques receivable shall be paid to the order of "MSU McMaster Marching Band",

9.8. Cheques shall not be accepted by the Band unless approved by the Finance Director,

9.9. Receipts shall be issued for all Membership fees or deposits collected, where applicable,

9.10. The annual budget shall be available to any general Member of the Band or MSU employee within five (5) business days of request.

10. Meetings

10.1. General Meetings

10.1.1. Quorum is defined as a simple majority of the general Membership,
10.1.2. General meetings shall be open to all Band Members and known non-Members,
10.1.3. At least one general meeting shall be called by the Administrative Director per academic year,
10.1.4. Upon the receipt of ten (10) signatures by the Administrative Director from Band Members requesting a general meeting, a meeting shall be called by the Administrative Director as soon as possible,
10.1.5. Voting procedure for regular business at a general meeting shall be by simple majority.

10.1.5.1. Regular business items include all items not otherwise classified as abnormal by the Executive team and one that hasn't been explicitly outlined in the constitution as such.

10.2. Executive Meetings

10.2.1. Quorum is defined as five-sevenths (5/7) Executive Members,

10.2.1.1. In cases of long absences by an Executive Member or other extenuating obstructive circumstances, quorum may be defined as four-sevenths (4/7) Executive Members for an agreed upon duration.

10.2.2. At least one (1) Executive meeting shall be called by the Administrative Director or Operations Director on a weekly basis while Fall and/or Winter classes are in session,

10.2.2.1. In the case of unforeseen logistical or technical issues, a simple majority of the Executive shall suffice to forgo one (1) such Executive meeting,

10.2.2.2. The Executive may cancel meetings as in 10.2.2.1 no more than two (2) times per term,

10.2.3. At least one (1) Executive meeting shall be called by the Administrative Director or Operations Director on a bi-weekly basis while Spring and/or Summer classes are in session,

10.2.4. Upon the receipt by the Administrative Director or Operations Director of a written request for an Executive meeting, signed by at least three (3) Executive Members, the Administrative Director or Operations Director shall call an Executive meeting as soon as possible,

10.2.5. Voting procedure for regular business at an Executive meeting shall be by simple majority. In case of a tie, the option to abstain shall be revoked.

10.2.5.1. Regular business items include all items not otherwise classified as abnormal by the Executive team and one that hasn't been explicitly outlined in the constitution as such.

4.

11. Overrides & Amendments

11.1. Any section of this constitution may be overridden by a unanimous Executive vote or a simple majority vote of the Band,

11.1.1. Any overrides of this constitution shall require separate votes for each section number for which an override has been requested.

11.2. Changes to the constitution must be affirmed by simple majority vote of the Band at the earliest possible general meeting.

5.

12. Disclaimer

12.1. The views and actions of this organization in no way reflect the views of all the Members of the MSU or MSU Inc.