

PARENT CONTROLLED CHRISTIAN EDUCATION  
ASSOCIATION  
(NORTHERN SUBURBS) INC.

# CONSTITUTION

REVISION 14 AUGUST 2001

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**PARENT CONTROLLED CHRISTIAN EDUCATION ASSOCIATION  
(NORTHERN SUBURBS)**

**CONSTITUTION**

**"Train up a child in the way he should go: and when he is old he will not depart from it."  
Proverbs 22 v. 6.**

**PREAMBLE**

God, by His wise covenant arrangement has appointed parents to bring up their children in the training and instruction of the Lord.

Believing that it is our duty and privilege as Christian parents to provide Christ-centred education for our children, and believing that this can be best accomplished by the establishment of Parent-Controlled Christian Schools, we hereby make and adopt the following Constitution:

**1. Name**

Parent Controlled Christian Education Association (Northern Suburbs).

**1A Definitions and Interpretation**

**1A.1 Definitions**

In this Constitution, unless the context otherwise requires:

**"Advisor"** means a person who is permitted to attend meetings of the Board and who may speak at the invitation of the Chairman but may not vote;

**"Annual Budget"** means the Annual Budget of the Association prepared by the Board and approved by the Association at its Annual General Meeting;

**"Annual General Meeting"** means the Annual General Meeting of the Association described in clause 13.1;

**"Annual Operating Costs"** means the budgeted operating costs of the Association for any year as outlined in the relevant Annual Budget;

**"Associate Member"** means any person who holds Associate Membership as defined by clause 7;

**"Association"** means the Parent Controlled Christian Education Association (Northern Suburbs);

**"Board"** means the Board of the Association established in accordance with clause 15;

**"Board Member"** means a member of the Board;

**"Board Resolution"** means a resolution of the Board described in clause 17.4;

**"Capital Expenditure"** means final expenditure by the Association on capital items;

**“Capital Expenditure Base Figure”** is the maximum amount that the Board may spend on any item of Capital Expenditure without the authorisation of a resolution of the Association in General Meeting. The Capital Expenditure Base Figure is calculated by multiplying the applicable Annual Operating Cost in any given year by a fixed percentage which is determined by the Association in an Annual General Meeting. The percentage remains fixed unless changed by resolution of the Association in a subsequent Annual General Meeting.

**"Chairman"** means the Chairman of the Board;

**"Controversial Issue"** means any doctrine or issue which the Board determines to be a controversial issue in accordance with clause 3;

**“Date of Notification”** means that date defined in clause 6.2;

**“Disciplinary Status”** is the status of Membership, Associate Membership or Probationary Membership described in clauses 8.3 and 8.4;

**“Employee”** means any person engaged as an employee of the Association, including any person employed at a School;

**“Enrol”** means commence attendance at a School;

**"Executive"** means the Chairman, the Vice-Chairman, the Secretary and the Treasurer of the Board;

**“Executive Director”** means the person occupying the position of Executive Director of the Association from time to time;

**“Family Unit”** means a Mother and/or Father and their children and/or legal charges;

**"General Meeting"** means a meeting of the Association called in accordance with clause 13.2 or clause 13.5;

**“Immediate Family”** means:

- (a) an individual's parents;
- (b) an individual's spouse;
- (c) an individual's children and legal charges;
- (d) the spouse of an individual's child or legal charge;
- (e) the parents of an individual's spouse;
- (f) an individual's siblings;
- (g) the spouse of an individual's siblings; and
- (h) the siblings of an individual's spouse and their spouse;

**"Member"** means any person who qualifies and is accepted for Membership of the Association under clause 6 and who has paid the annual subscription fee under clause 10 and the expression "Membership" will be construed accordingly;

**"Mission Statement"** means the Mission Statement of the Association created in accordance with clause 25.1;

**“Objects”** means the objects of the Association described in clause 4 of this Constitution;

**"Participating Member"** means a Member who has one or more of his or her children or legal charges currently attending a School;

**"Probationary Member"** means a person approved for Probationary Membership of the Association under clause 6.2 and the expression "Probationary Membership" will be construed accordingly;

**"Register of Controversial Issues"** means the register established in accordance with clause 3.3;

**"School"** means any school maintained by the Association;

**"Senior Employee"** means the Executive Director and any other person designated by the Board from time to time as a senior employee of the Association for the purposes of clause 15;

**"Special Quorum"** means half (1/2) of the Members (at least 30% of all the Members of the Association must be present in person with the remainder of the quorum being permitted to be present by proxy or postal vote);

**"Special Resolution"** a resolution is a Special Resolution if it is passed by a majority of not less than three quarters of those Members who vote, whether voting in person, by proxy or postal vote, at a General Meeting of which notice specifying the intention to propose the resolution as a Special Resolution has been given in accordance with the Constitution;

**"Statement of Faith"** means the statement of faith of the Association described in clause 2 of this Constitution.

## **1A.2 Interpretation**

In this Constitution unless the context otherwise requires:

- (a) headings and underlinings are for convenience only and do not affect the interpretation of the Constitution;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) a reference to any thing includes a part of that thing;
- (e) a reference to a part, clause or party is a reference to a part and clause of, and a party to the Constitution;
- (f) a reference to an asset includes all property of any nature, including, but not limited to, a business and all rights, revenues and benefits; and
- (g) a reference to a document includes any agreement in writing, or any certificate, notice, instrument or other document of any kind.

## **2. Statement Of Faith**

We believe in:

- (a) One God eternally existent in three Persons:  
Father, Son and Holy Spirit.
- (b) The sovereignty of God in creation, providence, redemption, revelation and final judgment.
- (c) The Divine inspiration of the original documents of the Bible (66 Books); its entire trustworthiness, sufficiency and supreme authority in all matters of faith and conduct.
- (d) The Deity of our Lord Jesus Christ, in His virgin birth, in His sinless life, in His miracles, in His atoning death on the Cross as our representative and substitute, in His bodily resurrection, His ascension to the right hand of the Father, in His mediatorial work and in His personal, visible return in power and glory.
- (e) The sinfulness and guilt of all mankind, rendering them subject to God's wrath and condemnation.
- (f) Justification of the sinner by the Grace of God through personal faith in Christ alone, and regeneration by the Holy Spirit.
- (g) The receiving and indwelling of the Holy Spirit at conversion, and His continuing work in the heart and life of the believer.
- (h) The one holy universal church, the body of which Christ is the Head, to which all true believers belong.
- (i) The resurrection and judgment of all mankind; the believer to life everlasting, and the unbeliever to eternal damnation.

## **3. Controversial Issues**

- 3.1 In the interests of harmony within the Association, doctrines or issues which are not explicitly included in the Statement of Faith and which, in accordance with clause 3.2, are determined by the Board to be controversial or divisive, shall not be promoted or denigrated by any person in any way within the Association or within any School.
- 3.2 Subject to clause 3.6, the Board has absolute authority to determine whether particular doctrines or issues are controversial or divisive for the purposes of this clause.
- 3.3 The Board shall establish and maintain a Register of Controversial Issues.
- 3.4 As soon as reasonably possible following a determination by the Board that a particular doctrine or issue is a Controversial Issue, the Board shall:
  - (a) include the Controversial Issue in the Register of Controversial Issues; and
  - (b) notify all Members, Probationary Members and Associate Members of the nature of the Controversial Issue and of its inclusion in the Register of Controversial Issues.

- 3.5 Subject to clause 3.6, the Board has absolute authority to determine that a particular Controversial Issue be removed from the Register of Controversial Issues.
- 3.6 The Members may, by Special Resolution passed at a General Meeting for which a Special Quorum is present:
- (a) overrule a determination made by the Board under clause 3.2 or 3.5;
  - (b) nominate doctrines or issues which the Board must, as soon as reasonably possible, determine to be Controversial Issues; and
  - (c) direct that a particular Controversial Issue may not be removed from the Register of Controversial Issues without the prior approval of the Members in the form of a Special Resolution passed at a General Meeting for which a Special Quorum shall be present.
- 3.7 Acceptance of and compliance with this clause shall be a condition of Membership, Probationary Membership and Associate Membership of the Association.

#### **4. Objects**

The object of the Association is to establish Christian schools consistent with the Statement of Faith to provide an education for our children which treats all aspects of the curriculum in the light of God's Word, and in which students will be encouraged to develop the abilities which God has given them as fully as possible as they grow toward Christian maturity in the fear and nurture of the Lord.

#### **5. Powers**

The Association shall have the following powers:

##### **5.1 Purchase**

To purchase, lease, exchange, hire or otherwise acquire and maintain any real or personal property and any rights and privileges in relation thereto.

## **5.2 Build**

To erect and to improve, repair, pull down and rebuild buildings and other structures.

## **5.3 Sell**

To sell, exchange, lease, mortgage, hire, dispose of, turn to account or otherwise deal with all or any part of the real and personal property of the Association.

## **5.4 Borrow**

To borrow or raise or secure the payment of money in such manner as the Association thinks fit with power to issue debentures, grant mortgages, charges or any other class of security upon or charging all or any of the property real or personal (both present and future) of the Association and to redeem or pay off any existing or future security.

## **5.5 Invest**

To invest and deal with the moneys of the Association not immediately required for the purpose of the Association in such manner as may from time to time be determined by the Board.

## **5.6 Amalgamate**

To amalgamate, co-operate, affiliate and enter into reciprocal arrangements with any other association having objects wholly or in part similar to those of the Association, provided that this may not be exercised unless authorised by a vote of Members passed by Special Resolution at a General Meeting for which a Special Quorum is present.

## **5.7 Employ**

To appoint, employ and pay Employees and to dismiss or suspend any Employee.

## **5.8 Contract**

To enter into any contract the Association considers necessary or desirable.

## **5.9 Run Schools**

To establish, operate and maintain Schools in accordance with the Objects.

## **5.10 Miscellaneous**

To do all such other things as are incidental or conducive to the attainment of the Objects and in harmony with the Statement of Faith including, without limitation, the power to establish committees and sub-committees with such powers, duties and membership as the Association determines.

# **6. Membership**

6.1 Membership shall be open to any person over the age of 18 (eighteen) years who has protestant evangelical beliefs, is interested in furthering the Objects of the Association and who meets the following requirements:

- (a) declares his or her agreement with the Objects of the Association;

- (b) accepts and agrees with the Statement of Faith;
- (c) agrees to abide by this Constitution, and all other resolutions and policies (including, without limitation, the Mission Statement) of the Association or the Board;
- (d) agrees to abide by all determinations made by the Board in regard to Controversial Issues;
- (e) evidences to the satisfaction of the Board that he or she has received Christ personally as Saviour and Lord;
- (f) provides evidence to the satisfaction of the Board or its appointed representative that he or she is leading a life compatible with protestant evangelical Christian principles and worthy of a Member;
- (g)
  - (i) has made application for one or more of his or her children or legal charges to Enrol at a School;
  - (ii) has one or more of his or her children or legal charges currently Enrolled at a school; or
  - (iii) has in the past had one or more of his or her children or legal charges Enrolled at a School; and
- (h) has completed the requisite period as a Probationary Member.

## 6.2

- (a) Any person who desires to become a Member must apply to the Board in writing.
- (b) The Board in its absolute discretion may decline an application where the Board is satisfied that the applicant is not potentially capable of fulfilling the requirements of Membership in accordance with clause 6.1.
- (c) The date on which the Board notifies a person who has applied for Membership that Probationary Membership has been approved will be the Date of Notification for the purposes of clause 6.3.

## 6.3

- (a) Every applicant for Membership shall, before being admitted to Membership, be required to complete a period of Probationary Membership commencing on the Date of Notification.
- (b) During the period of Probationary Membership the applicant's suitability for Membership shall be assessed in accordance with clause 6.1 by the Board or its appointed representative.
- (c) The period of Probationary Membership shall terminate no earlier than one year after the Date of Notification or no earlier than one year after the first date on which a child or legal charge of the applicant Enrols at a School whichever is the later date.

- (d) Admission to Membership shall only occur if in the opinion of the Board the Probationary Member satisfies the requirements set out in clause 6.1 and the Board notifies the Probationary Member in writing accordingly.

## **7. Associate Membership**

- 7.1 Persons who, in the determination of the Board, do not fulfil the requirements for Membership or Probationary Membership may, at the sole discretion of the Board, qualify for Associate Membership. In exercising its discretion, the Board must be satisfied that a person seeking to qualify for Associate Membership fulfils the requirements of clauses 3.7 and 7.4 unless the Board is exercising its discretion in accordance with clause 8.2.
- 7.2 A person can notify the Board of their desire to be considered for Associate Membership. This does not apply to any Member or Probationary Member relegated to the status of Associate Member in accordance with clause 8.2.
- 7.3 Associate Members have no voting rights and have such rights and incur such obligations as are determined by the Association or Board from time to time.
- 7.4 A person will not be admitted as an Associate Member unless the person or the spouse of the person indicates clearly that he or she has received Christ personally as Lord and Saviour. This requirement may not apply to a Member or Probationary Member relegated to the status of Associate Member in accordance with clause 8.2.
- 7.5 An Associate Member may only apply for Membership in the manner described in clause 6.

## **8. Discipline**

### **8.1 Expulsion**

The Board may terminate the Membership of a Member, the Associate Membership of an Associate Member or the Probationary Membership of a Probationary Member, after giving the Member, the Associate Member or Probationary Member (as the case may be) reasonable opportunity for defence, by passing a resolution by 2/3 majority to that effect at a properly constituted meeting of the Board, on the ground that:

- (a) subscription fees are more than three months in arrears (except where the Member, the Associate Member or the Probationary Member (as the case may be) is complying to the reasonable satisfaction of the Board with an alternative programme of payment of subscription fees approved by the Board); or
- (b) tuition fees are more than three months in arrears (except where the Member, the Associate Member or the Probationary Member (as the case may be) is complying to the satisfaction of the Board with an alternative programme of payment of tuition fees approved by the Board); or
- (c) the Member, the Associate Member or the Probationary Member (as the case may be) has, in the absolute determination of the Board, conducted

themselves in a manner unworthy of a Member, Probationary Member, or Associate Member (as the case may be) of the Association; or

- (d) the Member, Probationary Member or Associate Member (as the case may be) has, in the absolute determination of the Board, failed to abide by the Constitution, the Mission Statement or any resolution or policies made at any time by the Association or the Board or has failed to abide by any determination made by the Board in regard to Controversial Issues or, in the case of a Member or Probationary Member, has failed to maintain in any respect one or more of the requirements set out in clause 6.1 of the Constitution.

## **8.2 Relegation of Status to Associate Member**

- (a) Where the Board resolves by a two-thirds majority on the ground that a Member or Probationary Member has failed to maintain in any respect one or more of the requirements set out in clause 6.1, the Board may relegate the Member or Probationary Member to the status of an Associate Member.
- (b) A person the subject of a motion before the Board pursuant to clause 8.2(a) shall be entitled to present a defence to the motion before it is voted upon by the Board.

## **8.3 Relegation of Status to Disciplinary Status**

- (a) A Member, Associate Member or Probationary Member, may be relegated to Disciplinary Status by a two-thirds majority vote of the Board in the following circumstances:
  - (i) if the Board determines in its absolute discretion that the Member, Associate Member or Probationary Member has failed to regularly attend meetings of the Association without the prior approval of the Board; or
  - (ii) if the Member, Associate Member or the Probationary Member is liable to expulsion for any of the grounds specified in clause 8.1.
- (b) A person who is the subject of a motion before the Board pursuant to clause 8.3(a) shall be entitled to present a defence to the motion before it is voted upon by the Board.

## **8.4 Disciplinary Status**

A Member, Associate Member or Probationary Member relegated to Disciplinary Status shall:

- (i) have no voting rights; and
- (ii) retain Membership, Associate Membership or Probationary Membership subject to compliance with conditions determined by the Board in its absolute discretion.

## **8.5 Removal of Disciplinary Status**

Where the Board resolves by a two thirds majority that the Disciplinary Status of a Member, Associate Member or Probationary Member be removed, the rights of

Membership, Associate Membership or Probationary Membership as the case may be shall be restored.

## **9. Resignation**

Any Member, Associate Member or Probationary Member of the Association may resign from Membership, Probationary Membership or Associate Membership (as the case may be) at any time by notice in writing delivered to the Secretary.

## **10. Subscriptions**

- 10.1 The annual subscription fee for Membership, Probationary Membership and Associate Membership of the Association will be determined by the Association at a General Meeting.
- 10.2 The Board will recommend to the Association the amount of the subscription fee.
- 10.3 The recommendation of the Board must be communicated to the Association prior to the General Meeting at which the Association makes the determination referred to in clause 10.1.
- 10.4 Unless provision is otherwise made by the Board under the Constitution, all Members, Probationary Members and Associate Members must pay their respective annual subscription fee by the date specified by the Board.

## **11. Enrolment Policy**

- 11.1 Subject to clause 11.2, only children or legal charges of Members, Associate Members or Probationary Members of the Association shall be entitled to Enrol at any School.
- 11.2 A student who is not entitled to Enrol at a School under clause 11.1 may nevertheless Enrol at a School if:
  - (a) the student will turn 13 years of age in the year for which Enrolment is sought or is older than 13 years of age;
  - (b) the student fulfils the requirements contained in clauses 6.1(e) and 6.1(f) of the Constitution; and
  - (c) the Board otherwise approves of the Enrolment of the student.

## **12. Tuition Fees**

- 12.1 Tuition fees will be determined annually by the Association at a General Meeting.
- 12.2 The Board will recommend to the Association the amount of the tuition fee.
- 12.3 The recommendation of the Board must be communicated to the Association prior to the General Meeting at which the Association makes the determination referred to in sub-clause 12.1.
- 12.4 In making the recommendation referred to in sub-clause 12.2, the Board will make allowance for the total number of children or legal charges within a Family Unit Enrolled at the Schools.

- 12.5 Notwithstanding anything contained in this clause, the Board has a discretion to grant concessions to parents in relation to tuition fees where the Board considers that hardship exists.
- 12.6 Unless provision is otherwise made by the Board under the Constitution, all tuition fees must be paid by the date specified by the Board.

### **13. Meetings**

#### **13.1 Annual General Meeting**

There shall be an Annual General Meeting in the last School term of each year to elect Board Members, receive the financial statements, auditor's and Chairman's reports, approve the budget, appoint an auditor and transact any other business.

#### **13.2 General Meetings**

The Board may, at any time, convene a General Meeting and the Board must convene a General Meeting after the Board receives a request to convene a General Meeting:

- (1) in accordance with a requisition to do so under clause 13.5; or
- (2) from any committee established under clause 5.10 to which the Association has given the power to require the Board to call a General Meeting.

#### **13.3 Notice of Meetings**

The Secretary shall give at least six (6) weeks notice of Annual General Meetings, at least four (4) weeks notice of any other General Meeting at which a Special Resolution is to be considered and at least two (2) weeks notice of all other General Meetings to all Members, Probationary Members and Associate Members of the Association. Every notice of General Meeting must contain details of the resolution or resolutions to be put to the General Meeting.

#### **13.4 Quorum**

Unless otherwise specified in the Constitution, a quorum for a General Meeting shall be one quarter (1/4) of all Members (at least 15% of all of the Members of the Association must be present in person with the remainder of the quorum being permitted to be present by proxy or postal vote).

#### **13.5 Requisition of General Meeting**

- (a) The Board shall, on the requisition in writing of 25% or more of the Members, convene a General Meeting to be held not later than eight weeks after the date of the deposit of the requisition.
- (b) The requisition must:
  - (1) state the objects of the meeting;
  - (2) be signed by the requisitioning Members; and
  - (3) be deposited at the general office of any School.

The requisition may consist of several documents in like form each signed by one or more of the requisitioning Members.

- (c) If the Board does not, within 21 days after the deposit of the requisition, proceed to convene a General Meeting, 25% or more of the Members may:
  - (1) in the same manner as nearly as possible as that in which meetings are to be convened by the Board, convene a meeting and clause 13.4 shall apply in respect of such a meeting; and
  - (2) request the Board to supply a written statement setting out the names and addresses (so far as they are known to the Board) of all Members, Probationary Members and Associate Members who, at the date of the deposit of the requisition, are entitled to receive notice of General Meetings under clause 13.3.
- (d) Where a request for a statement is made to the Board under clause 13.5(c)(2), the Board will send the statement to the Members who requested the statement within seven days after the day on which the request is made.
- (e) A meeting convened by the requisitioning Members in accordance with clause 13.5(c) must be held within 3 months after the date of the deposit of the requisition.
- (f) Any reasonable expenses incurred by the requisitioning Members by reason of the failure of the Board to convene a meeting shall be paid to those Members by the Association.

## 14. Voting

- 14.1 Except as otherwise provided in the Constitution, all questions, motions or resolutions put to a General Meeting shall be resolved by a simple majority vote of those Members who vote, whether voting in person, by proxy or by postal vote.
- 14.2 Any Member (in this rule referred to as the "appointing Member") may appoint in writing another Member to be the proxy of the appointing Member and to attend and vote on behalf of the appointing Member at a General Meeting of the Association (and any adjournment of that meeting) specified in the notice appointing the proxy.
- 14.3 The notice appointing the proxy may specify the manner in which the proxy is to vote in respect of a particular resolution and, where the notice of proxy so provides, the proxy is not entitled to vote except as specified in the notice.
- 14.4 The notice appointing the proxy must be in the following form or in a form that is as similar to the following form as the circumstances allow:

PARENT CONTROLLED CHRISTIAN EDUCATION ASSOCIATION  
(NORTHERN SUBURBS) INC

I, \_\_\_\_\_ of,  
being a Member of the Association, appoint \_\_\_\_\_ of  
or, in [his or her] absence,  
of \_\_\_\_\_ as my proxy to vote for me on my  
behalf at the [annual general or general] meeting of the Association to be held on  
the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ .

\*This form is to be used [in favour of or against] the resolution.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ .

Signed

Name (please print)

\*Delete if not required.

- 14.5 For the purpose of clause 14.1, where a Member cannot attend a General Meeting of the Association, the Member shall be entitled to vote on any issue to be discussed at that General Meeting, provided that a letter stating clearly his or her vote on the issue is submitted in writing to the Chairman of the meeting in question prior to the commencement of the General Meeting.
- 14.6 For the purposes of clauses 14.2 and 14.5, any notice or letter must be lodged at the general office of a School at least two business days prior to the commencement of the General Meeting.
- 14.7 Only Members shall be entitled, subject to the lawful procedure of meetings, to vote upon any question, motion or resolution put to a General Meeting.
- 14.8 For the avoidance of doubt, Associate Members and Probationary Members may attend any meeting of the Association as observers only and shall have no voting or speaking rights at any meeting of the Association.
- 14.9 Notwithstanding the prohibition contained in clause 14.8 against Associate Members and Probationary Members speaking at any meeting of the Association, at any such meeting, the Members may, on a show of hands, resolve to hear a particular Associate Member or Probationary Member on a particular issue.

## **15. Board**

- 15.1 There shall be a Board, the members of which shall be elected from Members of the Association at an Annual General Meeting in accordance with this Constitution for a term of two years in each instance, provided that the number of Board Members concurrently belonging to any single Christian denomination (as determined in accordance with the register maintained under clause 16.1(g)) shall not exceed the Board Membership Quota (as defined in clause 15.2) for that denomination.
- 15.2 The Board Membership Quota for any single Christian denomination will be:
- (a) zero if the number of Participating Members belonging to that denomination is less than 2% of the total number of Participating Members in the Association;
  - (b) one if the number of Participating Members belonging to that denomination is equal to or greater than 2% but less than 4% of the total number of Participating Members in the Association;
  - (c) two if the number of Participating Members belonging to that denomination is equal to or greater than 4% but less than 6% of the total number of Participating Members in the Association;
  - (d) three if the number of Participating Members belonging to that denomination is equal to or greater than 6% but less than 8% of the total number of Participating Members in the Association;

- (e) four if the number of Participating Members belonging to that denomination is equal to or greater than 8% of the total number of Participating Members in the Association.
- 15.3 A Board Member who:
- (a) belongs to a denomination for which, during the term of the Board Member, the Board Membership Quota is reduced in accordance with clause 15.2; or
  - (b) changes to a different denomination,
- shall be permitted to complete their term as a Board Member notwithstanding that the resultant number of Board Members from the denomination to which the Board Member belongs exceeds the Board Membership Quota.
- 15.4 Board Members elected in accordance with clause 15.1 shall be eligible for re-election upon completion of a term as a Board Member, except that a Board Member shall not serve more than three consecutive terms of two years. For the avoidance of doubt, a Board Member appointed to the Board in accordance with clause 15.10 will, in addition to the period of that appointment, be entitled to serve up to three consecutive terms of two years on the Board.
- 15.5 Nominations for the Board shall be called eight weeks before the scheduled date of the Annual General Meeting and shall close 4 weeks before that date.
- 15.6 The number of Board Members shall be between nine and twelve as determined from time to time by the Association.
- 15.7 The Executive Director shall be entitled to attend meetings of the Board as an Advisor only.
- 15.8 The Board shall elect the Executive.
- 15.9 A Board Member shall vacate his or her seat if the Board Member:
- (a) resigns;
  - (b) ceases to be a Member;
  - (c) is absent from three or more consecutive meetings of the Board without permission of the Board; or
  - (d) declares that he or she can no longer subscribe to the Statement of Faith.
- 15.10 In the event of a vacancy on the Board due to a resignation or any other reason, the Board may appoint a replacement Board Member (who must be a Member) until the next Annual General Meeting. For the avoidance of doubt, a Board Member appointed to the Board in accordance with this clause will, in addition to the period of that appointment, be entitled to nominate for election under clause 15.1 and then subsequent re-election under clause 15.4.
- 15.11 No Employee shall be entitled to be a Board Member while that person is Employed.
- 15.12 The Board may from time to time designate an Employee as a Senior Employee and remove that designation at its discretion. The Board shall provide to the Association a list of Senior Employees, and an explanation of changes, not later

than the first Meeting (which may be a General Meeting or Annual General Meeting) following any designation or removal of designation under this clause.

15.13 Unless the Board otherwise resolves, the number of Employees designated as Senior Employees shall not exceed 13.

15.14 No member of the Immediate Family of a Senior Employee shall be entitled to be a Board Member.

15.15.1 If a person is:

(a) a member of the Immediate Family of an Employee who is not a Senior Employee;

or

(b) a member of the Immediate Family of a Board Member or a member of the Immediate Family of a nominee for the Board;

then the person shall not be appointed to the Board pursuant to clause 15.1 or 15.10 unless a Special Resolution has been passed at an Annual General Meeting or General Meeting authorising the appointment, the notice of which Special Resolution must provide details of the Immediate Family relationship.

15.15.2 Where a member of the Immediate Family of a Board Member becomes an Employee but not a Senior Employee, the Board Member concerned shall, subject to this Constitution, be entitled to remain in office until the next Annual General Meeting. If, at the time of the Annual General Meeting, a member of the Immediate Family of the Board Member is Employed, the Board Member shall not:

(i) be permitted to complete the second year of a term of two years following that Annual General Meeting;

(ii) be elected as a Board Member pursuant to clauses 15.1 and 15.4 at that Annual General Meeting; or

(iii) be appointed to the Board pursuant to clause 15.10 after that Annual General Meeting for as long as a member of the Immediate Family of the Board Member is Employed;

unless a Special Resolution, (notice of which has provided details of the Immediate Family relationship), has been passed at the Annual General Meeting authorising the appointment.

This provision does not apply to an Employee who is at any relevant time a Senior Employee.

15.16 The Board may appoint a Board Member to act in the place of any member of the Executive:

(a) during a vacancy in the office of any member of the Executive;

(b) during an absence of any member of the Executive; or

- (c) when any member of the Executive is unable to act.

A person so appointed has, while so acting, all powers and duties and may exercise all the functions of that member of the Executive.

- 15.17 The exercise of a power or the performance of a function or duty is not affected by reason only of a vacancy or vacancies in the Membership of the Board.
- 15.18 The Board may suspend the Membership of a Board Member, after giving the Board Member reasonable opportunity for defence, by passing a resolution by 2/3 majority to that effect at a properly constituted meeting of the Board, on the ground that:
  - (a) the Board Member has, in the absolute determination of the Board, conducted themselves in a manner unworthy of a Member of the Board; or
  - (b) the Board Member has, in the absolute determination of the Board, failed consistently to fulfil his or her responsibilities as a Board Member; or
  - (c) the Board Member has, in the absolute determination of the Board, failed to abide by the Constitution, the Mission Statement or any resolution or policies made at any time by the Association or the Board or has failed to abide by any determination made by the Board in regard to Controversial Issues or has failed to maintain in any respect one or more of the requirements set out in clause 6.1 of the Constitution.
- 15.19 A Board Member suspended under clause 15.18 has the benefit of any rights of appeal contained in the Constitution.
- 15.20 A Board Member suspended in accordance with clause 15.18, who does not subsequently resign from the Board, must be reinstated within three months of the date of suspension unless the Association resolves, within that three month period, to dismiss the Board Member from the Board.
- 15.21 The Association may dismiss a Board Member from the Board at any time.

## **16. Functions Of The Board**

### **16.1 Exercise By the Board of Association Powers**

Except as otherwise provided by the Constitution, and subject to resolution of the Members carried at a General Meeting, the Board:

- (a) May exercise all the powers of the Association as are not by this Constitution required to be exercised by the Members in a General Meeting subject nevertheless to this Constitution, the Mission Statement and to such resolutions not inconsistent with this Constitution as may be prescribed by the Members in a General Meeting but no resolution made by the Members in a General Meeting shall invalidate any prior act of the Board which would have been valid if such resolution had not been made.
- (b) Shall consider all matters relevant to the educational program and policies of the School, investigate personal qualities and qualifications of candidates

for teaching positions, and keep itself informed with regard to the scholastic quality and Christian character of the instruction given, the course of study, discipline, equipment etc.

- (c) Shall be responsible for the Employment and dismissal of Employees and must, for the purpose of ascertaining whether Employees are to be Employed and remain Employed, require that:
  - (i) applicants for Employment, without limitation, meet the requirements of Membership described in subparagraphs 6.1(a) to (f) of this Constitution, with particular regard to the Statement of Faith and declaration of personal commitment to Christ, and to the Objects of the Association, however, it is not a condition of Employment that Employees become Members of the Association; and
  - (ii) Employees participate in periodic assessment as directed by the Board to ensure those Employees continue to meet the requirements for Membership described in subparagraphs 6.1(a) to (f) of this Constitution with particular regard to the Statement of Faith and to the Objects,
- (d) Shall determine the powers and duties of sub-committees including, without limitation, the membership of the sub-committees and the powers and duties of the members of the sub-committees.
- (e) Shall consider for approval and approve (or otherwise) applications for Membership, Probationary Membership and Associate Membership of the Association.
- (f) Shall consider applications for Enrolment of children at any School.
- (g) Shall keep a register of Members, Probationary Members and Associate Members and in that register record the names and addresses of the Members, Probationary Members and Associate Members, the denomination to which the Member, Probationary Member or Associate Member belongs, and the date on which the Membership, Probationary Membership or Associate Membership was approved. For the avoidance of doubt, if the church body to which the Member, Probationary Member or Associate Member belongs is not part of a denomination which is well known and recognised within the Christian community of Western Australia then, for the purpose of this Constitution, the Board shall determine the denomination of the Member, Probationary Member or Associate Member (as the case may be) to be the name of the church body itself unless the Member, Probationary Member or Associate Member (as the case may be) presents evidence to the satisfaction of the Board that the church body is part of a group of church bodies which can reasonably be considered to be a denomination.
- (i) Shall ensure that the information within the register contemplated by clause 16(g) is maintained in an up to date form and shall, for that purpose, conduct a survey once every year of all Members, Probationary Members and Associate Members. As part of that survey, the Board may require some or all of the Members and Probationary Members to provide confirmation, in whatever form the Board specifies, that the Member or Probationary Member is actively involved in the denomination to which the Member or Probationary Member belongs. Return of the completed survey by the Member or Probationary Member by the date specified by the Board is mandatory.

## **16.2 Association Resolution of Major Issues**

On the major issues listed hereunder the Board shall not make decisions on behalf of the Association but shall formulate recommendations and present these to a General Meeting of the Association for resolution:

- (a) Commitments to Capital Expenditure of an amount greater than the Capital Expenditure Base Figure applying at the time the commitment is being proposed, except where delay in such expenditure would, in the opinion of the Board, result in a valuable opportunity being lost.
- (b) Plans which will result in an increase of greater than 1.5% to the Association's Annual Operating Costs as defined in the Annual Budget.

## **17. Board Meetings**

- 17.1 The Board shall meet as often as the Chairman thinks necessary, but at intervals not exceeding two months.
- 17.2 The Secretary shall give at least one week's notice of Board meetings to all Board Members.
- 17.3 The quorum for a Board meeting shall be five (5) voting Board Members present in person.
- 17.4 At a Board meeting, all questions shall be resolved by a simple majority vote of Board Members except where otherwise required by the Constitution.
- 17.5 In the event of an equality of votes on a question raised at a Board meeting the Chairman shall have a casting vote.
- 17.6 The Board may invite visitors to attend and address Board meetings. Such visitors will have no right to vote at any Board meeting and shall leave the meeting when requested.

## **18. Executive**

Subject to the resolution of the Board, the day to day control and management of the affairs of the Association shall be by the Executive.

## **19. Treasurer**

- 19.1 The Treasurer (who should be a suitably qualified person) is responsible to ensure that:
  - (a) funds received by the Association are promptly recorded and banked in the Association's bank account; and
  - (b) all outgoings of the Association are recorded and paid for from the Association's funds.
- 19.2 The Treasurer may maintain a petty cash fund of such amount as is fixed from time to time by the Board.

19.3 Cheques may be signed by any person and, in every instance, must be countersigned by another person who both must be:

- (a) either a Member, a Probationary Member or an Employee; and
- (b) authorised by resolution of the Board to sign cheques on behalf of the Association.

19.4 (a) The Board may determine where, to what extent and under what conditions the accounts and books of the Association may be open to inspection by Members, Probationary Members or Associate Members.

- (b) The Association may, by resolution passed at a General Meeting, direct the Board to open the books of the Association to inspection to the extent and at the time and place specified in the relevant resolution.

## **20. Seal**

20.1 The seal of the Association shall:

- (a) be kept in the custody of the Secretary, or such person as the Board may from time to time direct;
- (b) be affixed to any document or instrument only pursuant to a resolution of the Board; and
- (c) be affixed by the Chairman, Secretary or Treasurer, and countersigned by a Board Member other than the one affixing it.

20.2 The Secretary shall keep a record of all documents to which the seal has been affixed.

## **21. Audit**

21.1 At least once a year, the accounts of the Association shall be examined and the correctness of the accounts and balance sheet ascertained by one or more auditors.

21.2 A registered company auditor shall be appointed by the Members, to audit the accounts and to report thereon to the Members at the Annual General Meeting, or when required.

21.3 Members of the Association may remove an auditor from office at a General Meeting, of which six (6) weeks notice has been given to the Board and to the auditors.

21.4 An auditor may resign by notice in writing to the Secretary no less than six (6) weeks before an Annual General Meeting.

21.5 Within four (4) weeks after a vacancy occurs in the office of auditor, the Board shall appoint a registered company auditor to fill the vacant position until the next General Meeting, when the Members shall appoint an auditor in accordance with the clause 21.2.

## **22. Amendments to Constitution And Mission Statement**

22.1 Amendments to this Constitution and to the Mission Statement shall be made by Special Resolution at a General Meeting for which a Special Quorum shall be present, the notice of which shall have set out the change proposed, and which notice was given at least four (4) weeks prior to the date of the General Meeting.

## **23. Income and Property**

The income and property of the Association shall be applied solely to the promotion of its Objects and no part thereof shall be paid off or be transferred directly or indirectly by way of dividend, bonus or otherwise by way of pecuniary profit to Members, Probationary Members or Associate Members; payment for services rendered to or expenses incurred on behalf of the Association excepted.

## **24. Winding Up**

24.1 A General Meeting called for the purpose may, by Special Resolution of the Members present and eligible to vote, resolve to dissolve the Association. If such a resolution is confirmed by a Special Resolution at a subsequent General Meeting held not less than 4 weeks thereafter, the Association shall be deemed to be dissolved. The quorum for each General Meeting shall be a Special Quorum.

24.2 If upon the dissolution or winding up of the Association there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed among the Members, Probationary Members or Associate Members but shall be given or transferred to some other institution or fund having objects similar, wholly or in part, to the Objects of the Association and which shall prohibit the distribution of its or their income and property among its or their members, and to which gifts are allowable under Section 78(1)(a) of the Income Tax Assessment Act, and such institution or fund shall be covered by item 63A in the first schedule of the Sales Tax (Exemptions and Classifications) Act. The other fund or institution shall be determined by the Members at or before the time of dissolution or winding up.

## **25. Matters not Provided for and Mission Statement**

### **25.1 Mission Statement**

The Association may, by Special Resolution at a General Meeting for which a Special Quorum shall be present, make a Mission Statement which outlines the Association's goals and aspirations. The Mission Statement must reflect the Objects and be in harmony with the Statement of Faith. The Mission Statement must not be inconsistent with the Constitution and to the extent that there is any inconsistency with the Constitution, will be invalid. The Board must make copies of the Mission Statement available to any person upon request.

### **25.2 Matters not Provided For**

Matters that are not provided for, or not adequately provided for, in this Constitution, may be provided for by resolution of the Board at a properly convened Board meeting or by the Association at a properly convened General Meeting which matters must not be inconsistent with this Constitution.

### **25.3 Provision for Matters not Provided For**

For the avoidance of doubt and subject to clauses 22, 25.1 and 25.2 the Association may, without limitation, provide in the Mission Statement for the matters contemplated by clause 25.2.