



CONSTITUTION

KINGSWAY CHRISTIAN EDUCATION ASSOCIATION INC.

ABN 77 286 372 776

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Preamble

"Train children in the right way, and when old they will not stray."

Proverbs 22:6 (NRSV)

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 Christian Schools, we hereby make and adopt the following Constitution.

PART A

1 NAME AND OBJECTS OF THE ASSOCIATION

1.1 Name of Association

The name of the Association is Kingsway Christian Education Association INC.

1.2 Objects of Association

The objects of the Association are:

- (a) To establish Christian schools consistent with the Statement of Faith.
- (b) To provide an education for our children and Legal Charges which treats all aspects of the curriculum in the light of God's Word.
- (c) To be accountable and responsible for maintaining a satisfactory standard of education and for the quality of education programs provided, the safety and welfare of students, financial management and legal compliance.
- (d) To develop and implement effective processes to plan for, monitor and achieve improvements in student learning.
- (e) To provide a school environment 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.
- (f) To do such other things as are incidental or conducive to the attainment of these objects.

1.3 Not for Profit Statement

The income and property of the association shall be applied solely towards the promotion of the objects or purposes of the Association. No portion of the income or property shall be paid, transferred or otherwise distributed directly or indirectly to any member of the Association except in good faith in the promotion of those objects or purposes. Provided that nothing shall prevent the fair and appropriate payment of remuneration to any employee of the Association or any other person or member of the Association in return for the required services rendered to the Association.

1.4 Amendments to Constitution

The Association may alter, rescind or add to the Constitution by Special Resolution and not otherwise.

2 DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Constitution unless a contrary intention appears:

Act means the *Associations Incorporation Act 2015* as amended or replaced.

Annual General Meeting means the Annual General Meeting of the Association described in clause 10.1.

Association means the Kingsway Christian Education Association INC., an Association incorporated under the *Associations Incorporation Act 2015* and bearing the ABN 77 286 372 776;

Associate Member means a Member whose voting rights have not yet accrued in accordance with clause 7.3(f) or have been suspended in accordance with clause 11.15(d).

Board means all or some of the Board Members acting as a Board.

Board Chairperson means the Chairperson of the Board.

Board Member means a member of the Board.

“Books of the Association” has the meaning given to it in Section 3 of the Act and includes all the registers; financial records, financial statements or financial reports, as each of those terms is defined in section 62 of the Act; register of minutes and documents and securities of the Association, however compiled, stored or recorded.

Chairperson means the person chairing the meeting.

College means Kingsway Christian College or any other school operated by the Association.

Committee means a committee of Board Members constituted under clause 12.

Constitution means this Constitution as amended from time to time and a reference to a clause is a reference to a clause of this Constitution.

Employee means any person engaged as an employee of the Association, including any person employed at the College.

Executive means the Board Chairperson, the Deputy Chairperson, the Secretary and the Treasurer of the Board.

Family Unit means a parent or parents or Legal Guardian and their children and/or Legal Charges.

Financial Year means the year ending 31 December in each year.

General Meeting means a meeting of the Members of the Association.

Legal Charge means any student or prospective student under the legal guardianship of a Member of the Association.

Legal Guardian means any person who has legal authority for the care and responsibility of a minor.

Member as referred to in this document means both Ordinary and Associate Members.

Ordinary Member means any person who qualifies and is accepted for membership of the Association and has paid the annual subscription fee and has accrued voting rights in accordance with clause 7.3(f).

Rule means a rule made by the Board in accordance with clause 17.

Seal means the common seal (if any) of the Association.

Special Resolution means a resolution that is passed by a majority of not less than three quarters of those Members who 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 set out in Clause 3.2.

2.2 Interpretation

In this Constitution unless the contrary intention appears:

- (a) Words importing any gender include all other genders.
- (b) The singular includes the plural and vice versa.
- (c) A reference to any thing includes a part of that thing.
- (d) A reference to a part, clause or party is a reference to a part, clause of and a party to the Constitution.
- (e) A reference to a document includes any agreement in writing, or any certificate, notice, instrument or other document of any kind.
- (f) A power, an authority or a discretion reposed in a Board Member, the Board Members, the Association in General Meeting or a Member may be exercised at any time and from time to time.
- (g) "Writing" and "written" includes printing, typing and other modes of reproducing words in a visible form including, without limitation, any representation of words in a physical document or in an electronic communication or form or otherwise.

2.3 **Signing**

Where, by a provision of this Constitution, a document including a notice is required to be signed, that requirement may be satisfied in relation to an electronic communication of the document in any manner permitted by law or by any State or Commonwealth law relating to electronic transmissions, or in any other manner approved by the Board Members.

2.4 **Headings**

Headings are inserted for convenience and are not to affect the interpretation of this Constitution.

3 **STATEMENT OF FAITH**

3.1 **Unity with Statement of Faith**

In the interests of harmony within the Association we seek to promote unity in accordance with our Statement of Faith. All other areas of doctrine or issues not contained within the Statement of Faith are covered by grace and are neither promoted nor denigrated within the Association or College.

3.2 **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.

4 POWERS

Subject to the Act the Association may do all things necessary or convenient for carrying out its objects or purposes in a lawful manner.

5 APPLICATION OF INCOME FOR OBJECTS ONLY

5.1 **Income and Property**

The income and the property of the Association however derived:

- (a) Must be applied solely towards the promotion of the objects of the association as set out in clause 1.2, and
- (b) May not be paid or transferred to the members, in whole or in part, either directly or indirectly by way of dividend, bonus or otherwise.

5.2 **Payment in Good Faith**

The above clause does not prevent payment in good faith to a Member, or to a firm of which a Member is a partner:

- (a) Of remuneration for services to the Association.
- (b) Or goods supplied in the ordinary course of business.
- (c) Of interest on money borrowed from a Member at a rate not exceeding that fixed for the purposes of this clause by the Association in a General Meeting.
- (d) Of a reasonable rent for premises let by a Member.

6 WINDING UP

6.1 **Special Resolution**

- (a) A General Meeting called for the purpose, may by Special Resolution of the Members present and eligible to vote, resolve to dissolve the Association.
- (b) 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.
- (c) Provided the Association is solvent, a General Meeting called for the purpose of Voluntary Winding Up, may by Special Resolution of the Members present and eligible to vote to voluntarily wind up the Association.

6.2 Application of Property

- (a) If upon the winding up or dissolution of the Association there remains after satisfaction of all its debts and liabilities any property whatsoever, the same must not be paid to or distributed amongst the members or former members. The surplus property must be given or transferred to another association incorporated under the Act which has similar objects and which is not carried out for purposes of profit or gain to its individual members, and which association shall be determined by resolution of the members.

6.3 Revocation of Australian Tax Office Endorsement

- (a) Where the Association operates a deductible gift recipient fund which has been endorsed under Subdivision 30-BA of the *Income Tax Assessment Act 1997* (Commonwealth) (as amended) (**DGR Fund**), then where:
 - (i) The DGR Fund is wound up, or
 - (ii) The endorsement of the DGR Fund under Subdivision 30-BA of the *Income Tax Assessment Act 1997* (Commonwealth) is revoked,any surplus assets of the DGR Fund remaining after payment of all liabilities must be transferred to an institution or fund that complies with clause 6.2 and is an endorsed deductible gift recipient.
- (b) Where the Association operates more than one DGR Fund and its endorsement under Subdivision 30-BA of the *Income Tax Assessment Act 1997* (Commonwealth) is revoked only in relation to one of those DGR Funds then it may transfer any surplus assets of the DGR Fund after payment of all liabilities to any other DGR Fund for which it is endorsed.

PART B

7 MEMBERSHIP

7.1 Admission as a Member

The Board may admit any person as a Member if the person is eligible under clause 7.2 and agrees to be bound by this Constitution in any manner the Board determines.

7.2 Membership Criteria

To be eligible to be a Member, a person must:

- (a) Be over the age of 18.
- (b) Have one or more of their children or Legal Charges currently enrolled at the College;
- (c) Agree with the Objects of the Association,
- (d) Agree with the Statement of Faith,
- (e) Agree to abide by the Constitution,
- (f) Confirm that they have accepted Christ as their personal Lord and Saviour.

7.3 Membership Process

- (a) The application for membership must be made in writing, signed by the applicant, in such form as the Board from time to time prescribes.
- (b) The Board will consider and decide whether to approve or reject any membership application.
- (c) Applications will be considered and decided in the order they are received by the Association.
- (d) The Board must not approve a membership application unless the applicant:
 - (i) Meets all the eligibility requirements under rule 7.2; and
 - (ii) Applies under rule 7.3(a)
- (e) As soon as practicable after the Board has made a decision under clause 7.3(b), the Board must notify the applicant of the outcome of their membership application.
- (f) Upon acceptance for membership, the applicant becomes an Associate Member of the Association until the Member has attended at least one (1) General Meeting. After having attended one General Meeting the Associate Member becomes an Ordinary Member and gains voting rights in accordance with clause 11.16.

7.4 Board's Discretion to Admit or Refuse Admission as a Member

The Board has the discretion to refuse any person admission as a Member without giving any reason for refusing.

7.5 Membership Terms

Membership of the Association will be renewable each year by the payment of the annual subscription fee.

7.6 Annual Membership Fee

- (a) The Board shall have the power to make charges and levies on Members for general or special purposes provided that the Association may set limits on the exercise of that power.
- (b) A Member of the Association must pay to the Association its annual subscriptions as due from time to time, as determined by the Board.

7.7 Change of Address

Members shall advise the Secretary of the Association of any change in the Member's address.

7.8 Membership Register

- (a) The Secretary or a person authorised by the Board from time to time must ensure that the Membership Register is kept up to date in accordance with the Act.
- (b) The Register must contain:
 - (i) The full name of each Member,
 - (ii) The email address of each Member,

7.9 Life Membership

From time to time and at the full discretion of the Board, Life Members of the Association may be appointed by the Board according to the policy set by the Board.

8 CEASING TO BE A MEMBER

8.1 Cessation of Membership

A Member ceases to be a Member in any of the following circumstances:

- (a) On resignation by written notice to the Association having immediate effect or with effect from a specified date if a later time is stated in the notice,
- (b) By the passing of a resolution by the Board Members or Members in General Meeting pursuant to clause 8.2,

- (c) Upon no longer having a child enrolled at the College,

8.2 Termination of Membership

- (a) Subject to this Constitution, the Board (at all times through the year) or Members (in General Meeting) may at any time terminate the membership of a Member if the Member:
 - (i) Refuses or neglects to comply with this Constitution, or any applicable Rules or regulations made by the Board,
 - (ii) Engages in conduct which in the opinion of the Board is unbecoming of the Member or prejudicial to the interests of the Association,
 - (iii) Fails to pay any debt due to the Association for a period of three months after the date for payment,
 - (iv) The Member makes statements which are inconsistent with, or contrary to, the statements contained in the Statement of Faith,
 - (v) Is no longer willing or able to subscribe to the Statement of Faith.
- (b) For a decision of the Board or the Members in General Meeting under clause 8.2 to be effective the dispute resolution procedure contained in clause 23 must be followed. The general nature of the allegations made against the Member must be notified to the Member and for the purposes of clause 23(a) this notification will be the notice of the Dispute.

8.3 Limited Liability

The Members have no liability as Members other than to pay subscriptions as provided by clause 7.6.

9 ENROLMENT

9.1 Student Admission

The Board will ensure preference for enrolment will only be given to children or legal charges of parents or guardians who are eligible for membership.

9.2 Tuition Fees

- (a) In determining the annual tuition fees the Board may make allowance for the total number of children or Legal Charges within a Family Unit enrolled at the College.

- (b) The Board has absolute discretion to grant concessions to parents or Legal Guardians in relation to tuition fees where the Board considers that hardship exists.
- (c) Unless provision is otherwise made by the Board under the Constitution, all tuition fees must be paid by the date specified by the Board.

10 GENERAL MEETINGS

10.1 Annual General Meetings

Annual General Meetings of the Association are to be held in accordance with the Act.

10.2 Convening a General Meeting

- (a) The Board may convene and arrange to hold a General Meeting of the Association when they think fit and must do so if required to do so under the Act.
- (b) Notwithstanding clause 10.2(a) the Board shall convene at least two General Meetings in each year, and must convene and hold a General Meeting of the Association on the request in writing of at least twenty (20) percent of the Members. Such request must state the reason for the General Meeting and be signed by the Members requesting the General Meeting. The General Meeting shall be held not later than 8 weeks after the deposit of the requisition.
- (c) If the Board does not proceed within 28 days after the deposit of the requisition referred to in 10.2(b)(Requisition) to convene a General Meeting above, then the Members who made the request may:
 - (i) In the same or substantially the same manner as General Meetings are convened by the Board, convene a General Meeting and Clause 10.2 shall apply in respect of such a General Meeting; and
 - (ii) Make a copy of the register of members available in accordance with s27 of the Act.
- (d) A General Meeting convened by the requisitioning Members in accordance with Clause 10.2(c) must be held within 3 months after the date of the deposit of the requisition.
- (e) Where a General Meeting is convened under clause 10.2(c) the Association must pay the reasonable expenses of convening and holding the special General Meeting.

10.3 Notice of a General Meeting

- (a) Notice of a General Meeting of Members must be given to all members and will be sent to the Members by email to the email address recorded in the Membership register.

- (b) At least 14 days notice of a General Meeting must be given to each Member.
- (c) At least 21 days notice must be given to each Member if a Special Resolution is proposed to be moved at the General Meeting.
- (d) The notice convening a General Meeting must specify:
 - (i) If the General Meeting is in person, or whether technology can be used to be present at the General Meeting;
 - (ii) The place, date and time of the General Meeting; and
 - (iii) The particulars and order of the business to be conducted at the General Meeting.
- (e) In computing the period of notice under clause 10.3(a), both the day on which the notice is given or taken to be given and the day of the General Meeting convened by it are to be disregarded.

10.4 **Use of Technology**

- (a) The Association may hold a General Meeting (including an Annual General Meeting) at two or more locations using any suitable technology (including virtual or online meetings) which gives the Members as a whole a reasonable opportunity to participate in the General Meeting, including the conduct of any vote at the General Meeting.
- (b) A General Meeting held in two or more locations using technology must allow each Member who participates in the General Meeting:
 - (i) To hear each of the other participating Members addressing the General Meeting; and
 - (ii) If a participating Member wishes, to address each of the other Members participating simultaneously; and
 - (iii) To participate in any vote conducted at the General Meeting.
- (c) At a General Meeting held in two or more locations using technology:
 - (i) Quorum will be deemed to be present if the provisions set out in clause 11.2 regarding quorums are met in respect of the minimum number of Members;
 - (ii) The General Meeting will be deemed to be held at the location where the Board Chairperson is located; and
 - (iii) No member may leave the General Meeting by disconnecting their means of communication unless they have first obtained the express permission of the Board Chairperson. Each Member will be presumed to have been

present, including for the purposes of forming a quorum, at all times during the General Meeting unless such express consent to leave the General Meeting is obtained.

- (d) A Member who participates in a General Meeting as allowed under this clause 10.4 is taken to be present at the General Meeting and, if the Member votes at the General Meeting, the Member is taken to have voted in person.

10.5 Cancellation or Postponement of General Meeting

- (a) Where a General Meeting of Members (including an Annual General Meeting) is convened by the Board they may by notice, whenever they think fit, cancel the General Meeting or postpone the holding of the General Meeting to a date and time determined by them.
- (b) Clause 10.5(a) does not apply to a General Meeting convened in accordance with the Act by a single Board Member, by Association Members, by the Board on the request of Members or to a General Meeting convened by a Court.

10.6 Notice of Cancellation or Postponement of a General Meeting

- (a) Notice of cancellation, postponement or change of place of a General Meeting must state the reason for cancellation or postponement and be given:
 - (i) To each Member individually, and
 - (ii) To each other person entitled to be given notice of a General Meeting of the Association's Members under the Act.
- (b) A notice of postponement of a General Meeting must specify:
 - (i) The postponed date and time for the holding of the General Meeting,
 - (ii) A place for the holding of the General Meeting which may be either the same as or different from the place specified in the notice convening the General Meeting.
- (c) The number of clear days from the giving of a notice postponing the holding of a General Meeting to the date specified in that notice for the holding of the postponed General Meeting must not be less than the number of clear days' notice of the General Meeting required to be given by this Constitution or the Act.

10.7 Business at Postponed General Meeting

The only business that may be transacted at a General Meeting the holding of which is postponed is the business specified in the original notice convening the General Meeting.

10.8 Non-receipt of Notice

The non-receipt of notice of a General Meeting or cancellation or postponement of a General Meeting by, or the accidental omission to give notice of a General Meeting or cancellation or postponement of a General Meeting to, a person entitled to receive notice does not invalidate any resolution passed at the General Meeting or at a postponed General Meeting or the cancellation or postponement of a General Meeting.

10.9 Board Members Entitled to Notice of General Meeting

A Board Member is entitled to receive notice of and to attend all General Meetings and is entitled to speak at those General Meetings.

11 PROCEEDINGS AT GENERAL MEETINGS

11.1 Reference to a Member

Unless a contrary intention appears, a reference to a Member in this clause 11 does not include Associate Members.

11.2 Number of a Quorum

Fifteen percent (15%) of the Members present at the General Meeting are a quorum at a General Meeting.

11.3 Requirement for a Quorum

An item of business may not be transacted at a General Meeting unless a quorum is present when the General Meeting proceeds to consider it. If a quorum is present at the time the first item of business is transacted, it is taken to be present when the General Meeting proceeds to consider each subsequent item of business unless the Chairperson of the General Meeting (on the Chairperson's own motion or at the request of a Member who is present) declares otherwise.

11.4 If Quorum not Present

If within thirty minutes after the time appointed for a General Meeting a quorum is not present, the General Meeting:

- (a) If convened by a Board Member or at the request of Members, is dissolved, and
- (b) In any other case, stands adjourned to the same day in the next week and the same time and place, or to such other day, time and place as the Board Members appoint by notice to the Members and others entitled to notice of the General Meeting.

11.5 **Adjourned General Meeting**

At a General Meeting adjourned under clause 11.4(b), if a quorum is not present within half an hour of the time appointed for the General Meeting, the Members present shall be a quorum.

11.6 **Appointment and Powers of Chairperson of General Meeting**

If the Board Members have elected one of their number as Board Chairperson of their General Meetings, that person is entitled to preside as Chairperson at a General Meeting.

11.7 **Absence of Board Chairperson at General Meeting**

If a General Meeting is held and:

- (a) A Board Chairperson has not been elected by the Board Members, or
- (b) The elected Board Chairperson is not present within 15 minutes after the time appointed for the holding of the General Meeting or is unable or unwilling to act,

then the following may preside as Chairperson of the General Meeting (in order of precedence):

- (i) The Deputy Chairperson if a Board Member has been so elected by the Board, or
- (ii) A Board Member or Association Member elected by the Members present to preside as Chairperson of the General Meeting.

11.8 **Conduct of General Meetings**

The Chairperson of a General Meeting:

- (a) Has charge of the general conduct of the General Meeting and of the procedures to be adopted at the General Meeting,
- (b) May require the adoption of any procedure which is, in the Chairperson's opinion, necessary or desirable for proper and orderly debate or discussion and the proper and orderly casting or recording of votes at the General Meeting, and
- (c) May, having regard where necessary to the Act, terminate discussion or debate on any matter whenever the Chairperson considers it necessary or desirable for the proper conduct of the General Meeting.

11.9 **Adjournment of General Meeting**

- (a) The Chairperson of a General Meeting may at any time during the General Meeting adjourn the General Meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered by

the General Meeting either to a later time at the same General Meeting or to an adjourned General Meeting at any time and any place, but:

- (i) In exercising the discretion to do so, the Chairperson may, but need not, seek the approval of the Members present, and
 - (ii) Only unfinished business is to be transacted at a General Meeting resumed after an adjournment.
- (b) Unless required by the Chairperson, a vote may not be taken or demanded by the Members present in respect of any adjournment.

11.10 Notice of Adjourned General Meeting

It is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned General Meeting unless a General Meeting is adjourned for one month or more. In that case, notice of the adjourned General Meeting must be given as in the case of an original General Meeting.

11.11 Ordinary Resolutions

Subject to the requirements of the Act, an ordinary resolution is taken to be carried if a simple majority of the votes cast on the resolution are in favour of it.

11.12 Special Resolutions

- (a) A Special Resolution must be moved at a General Meeting where notice of the Special Resolution has been given under rule 11.12(c).
- (b) A Special Resolution of the Association is required to:
 - (i) Amend the name of the Association;
 - (ii) Amend the Constitution;
 - (iii) Affiliate the Association with another body;
 - (iv) Amalgamate the Association with one or more other incorporated associations; and
 - (v) Voluntarily wind-up the Association.
- (c) Notice of a Special Resolution must:
 - (i) Be in writing;
 - (ii) Include the place, date and time of the General Meeting;
 - (iii) Set out the wording of the proposed Special Resolution;
 - (iv) Include an explanation of the proposed Special Resolution; and

- (v) Include the intention to propose the resolution as a Special Resolution.
- (d) To have effect the Special Resolution must:
 - (i) Have notice given in accordance with clause 11.12(c) and the Act;
 - (ii) Be passed at a General Meeting and be supported by the votes of not less than three-fourths of the Members who are eligible to cast a vote at the General Meeting;
 - (iii) Be lodged with the Commissioner in accordance with the Act.

11.13 **No Casting Vote for Chairperson**

If there is an equality of votes, either on a show of hands or on a poll, then the Chairperson of the General Meeting shall not have a casting vote.

11.14 **Voting**

At any General Meeting a resolution put to the vote of the General Meeting must be decided by a poll. A declaration made by the Chairperson as to the result of a vote on a resolution, and an entry to that effect in the book containing the minutes of the proceedings of the Association, is conclusive evidence of the fact.

Neither the Chairperson nor the minutes need state and it is not necessary to prove the number or proportion of the votes recorded in favour of or against the resolution.

11.15 **Votes of Members and Suspension of Voting Rights**

- (a) Subject to clause 7.3(f) and this clause 11.15, every Ordinary Member has one vote at a General Meeting.
- (b) An Associate Member becomes an Ordinary Member under clause 11.15(a) after either they or their spouse has attended one General Meeting, provided that both are Associate Members. After this attendance, they gain voting rights.
- (c) An Ordinary Member shall revert to Associate Member status where the Ordinary Member and their spouse both fail to attend at least one General Meeting in a calendar year.
- (d) An Associate Member may again become an Ordinary Member as per clause 11.15(b) above.
- (e) The voting status of members will be contained on the Voting Status register.

11.16 **Objection to Voting Qualification**

An objection to the right of a person to attend or vote at the General Meeting or adjourned General Meeting:

- (a) May not be raised except at that General Meeting or adjourned General Meeting, and
- (b) Must be referred to the chairperson of the General Meeting, whose decision is final.

A vote not disallowed under the objection is valid for all purposes.

11.17 **Proxies**

- (a) An Ordinary Member, who is entitled to vote (in this clause called "*the Appointing Ordinary Member*") may appoint in writing another Ordinary Member to be the proxy of the Appointing Ordinary Member and to attend and vote on behalf of the Appointing Ordinary Member at, any Annual General Meeting, General Meeting or Special General Meeting.
- (b) An Ordinary Member may be the appointed proxy for not more than 5 other Ordinary Members at any one General Meeting.
- (c) Each proxy appointment shall be for one identified General Meeting only.
- (d) A proxy appointment must be in writing, identifying the General Meeting at which the proxy appointment applies, signed by the Appointing Ordinary Member, and be received by the Secretary at least 24 hours prior to the start of the General Meeting, as declared by the Chairperson, at which the proxy is to be exercised.
- (e) All proxies must be declared by the Chairperson at the commencement of the General Meeting.

PART C

12 BOARD

12.1 **Number and Qualification of Board Members**

- (a) The number of Board Members will be such a number between five (5) and twelve (12), as the Members shall determine from time to time subject to that number complying with the Act.
- (b) The Board will consist of Members elected from Members of the Association at an Annual General Meeting.
- (c) Nominations for the Board shall be called eight weeks before the scheduled date of the Annual General Meeting and shall close four weeks before that date.
- (d) No employee of the Association or College shall be eligible to be a Board Member while employed.
- (e) Family members of Association or College employees shall be eligible for nomination as a Board Member subject to their nomination being accepted in accordance with any conflicts policy developed by the Board.

12.2 **Removal of Board Members**

- (a) The Ordinary Members of the Association may by Ordinary Resolution remove any Board Member before the expiration of that Board Member's period of office.
- (b) Board Members subject to removal from the Board are entitled to defend their position to the Association.

12.3 **Change of Number of Board Members**

The Association in General Meeting may by resolution increase or reduce the number of Board Members.

12.4 **Re-election and Reappointment of Board Members**

- (a) Board Members shall be elected for a term of 2 years.
- (b) Board Members are eligible for re-election as Board Members on three consecutive occasions only so that a Board Member's period of service shall not exceed eight (8) consecutive years.
- (c) At the completion of eight consecutive years, a Board member shall not be eligible for re-election until two (2) full years have passed. Any period served by Board Members appointed under Clause 12.5 shall not count towards their maximum of eight (8) years in office.

12.5 Office held until Conclusion of General Meeting

A retiring Board Member holds office until the conclusion of the General Meeting at which that Board Member retires but subject to clause 12.3 is eligible for re-election.

12.6 Casual Vacancy or Additional Board Member

- (a) The Board Members may at any time appoint any person to be a Board Member, either to fill a casual vacancy or as an addition to the existing Board Members, provided the total number of Board Members does not exceed the maximum number determined in accordance with clause 12.1(a).
- (b) A Board Member appointed under this clause holds office until the conclusion of the next annual General Meeting of the Association but, subject to clause 12.3 is eligible for election at that General Meeting.

13 REMUNERATION OF BOARD MEMBERS

Board Members may not be paid any remuneration for their services as Board Members.

14 VACATION OF OFFICE OF BOARD MEMBER

In addition to the circumstances in which the office of a Board Member becomes vacant under the Act, the office of a Board Member becomes vacant if the Board Member:

- (a) Becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health,
- (b) Resigns from the office by notice in writing to the Association,
- (c) Ceases to be eligible to be a member of the Association,
- (d) Is absent from three successive meetings of the Board without leave of absence from the Board,
- (e) Becomes prohibited for being a Board Member by reason of any order of any court of competent jurisdiction, or
- (f) Declares that they can no longer subscribe to the Statement of Faith.

15 POWERS AND DUTIES OF THE BOARD

15.1 Board Members to Manage the Association

- (a) The Board is to manage the business of the Association and may exercise all the powers of the Association that are not, by the Act or by this Constitution, required to be exercised by the Association in General Meeting.
- (b) The Board will cause the Association to be conducted in accordance with the Statement of Faith, and shall use their best endeavours to ensure that the

Statement of Faith is honoured in the conduct of the Association.

15.2 Specific Powers of the Board

Without limiting the generality of clause 15.1, and subject to any trusts relating to the assets of the Association, the Board may exercise all the powers of the Association to borrow or raise money, to charge any property or business of the Association, and to give any security for a debt, liability or obligation of the Association or of any other person.

15.3 Responsibilities of Board Members

- (a) A Board Member must not use or disclose information derived from his or her position on the Board except for a purpose that is directly connected with the affairs of the Association.
- (b) No Board Member shall make any public statement or comment or cause to be published any words or article concerning the conduct of the Association unless the person is authorised by the Board to do so. Any such statement or comment shall be consistent with the objects of the Association, and the Board Chairperson should only act in accordance with delegations in Board policy.

15.4 College Employees

The Board shall be responsible for the Employment and dismissal of the Principal. The Principal 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:

- (a) Applicants for employment, without limitation, meet the requirements of membership described in clause 7.2(c)-(f), however it is not a condition of employment that employees become Members of the Association;
- (b) Employees participate in periodic assessment to ensure those employees continue to meet the requirements of (a) above.

16 POWERS AND DUTIES OF THE PRINCIPAL

- (a) The functions of the Principal of the College are undertaken in the context of the Principal's joint responsibility with the Board for the governance of the College.
- (b) The Principal of the College is answerable to the Board for providing educational leadership in the College, the day to day running of the College and for other general responsibilities associated with running a school.
- (c) The Principal of the College is responsible for recruitment, engagement, discipline and dismissal of all College staff.
- (d) The Principal is not a member of the Board but is the Board appointed Executive Officer with no voting rights.

17 RULES

Subject to this Constitution, the Board may from time to time by resolution make and rescind or alter Rules which are binding on Members for the management and conduct of the business of the Association.

18 BOARD COMMITTEES

- (a) The Board Members may delegate any of their powers, other than powers required by law to be dealt with by Board Members as a Board, to a committee or committees consisting of such one or more of their number and such other co-opted persons as they think fit.
- (b) A committee to which any powers have been delegated under clause 18(a) must exercise those powers in accordance with any directions of the Board Members. A power so exercised is taken to have been exercised by the Board Members.
- (c) Without limiting the generality of this clause 18, there shall be an Executive Committee consisting of the Board Chairperson, Deputy Chairperson, Treasurer and Secretary.
- (d) The Board may appoint a Board Member to act as an alternate for any member of the Executive Committee. That person shall exercise the full powers, duties and functions of that member of the Executive Committee.
- (e) Responsibilities of Executive Committee shall be as determined in terms of reference adopted by the Board from time to time.

19 PROCEEDINGS OF BOARD MEMBERS

19.1 Board Meetings

- (a) The Board Members may meet together for conducting business, adjourn and otherwise regulate their Meetings as they think fit but shall meet at least once per school term.
- (b) The Board may invite visitors to attend and address Board Meetings, but they will have no right to vote in the Meeting and shall leave the Meeting when requested.

19.2 Use of Technology to be present at Board Meetings

- (a) The presence of a Board Member at a Board Meeting need not be by attendance in person but may be by that Board Member and each other Board Member at the Meeting being simultaneously in contact by telephone or some other means of instantaneous communication (including virtual or online Meetings) which gives the Board Members a reasonable opportunity to participate in the Board Meeting, including the conduct of any vote at the Meeting.

- (b) A Board Meeting conducted using technology must allow each Board Member who participates in the meeting:
 - (i) To hear each of the other Board Members addressing the Board Meeting; and
 - (ii) If the Board Member wishes, to address each of the other Board Members simultaneously; and
 - (iii) To participate in any vote conducted at the Board Meeting.
- (c) At a Board Meeting conducted using technology:
 - (i) A quorum will be deemed to be present if the provisions set out in Clause 19.3 regarding quorums are met in respect of the minimum number of Board Members;
 - (ii) The Board Meeting will be deemed to be held at the location where the Board Chairperson is located; and
 - (iii) No Board Member may leave the Board Meeting by disconnecting their means of communication unless they have first obtained the express permission of the Board Chairperson. Each Member will be presumed to have been present, including for the purposes of forming a quorum, at all times during the Board Meeting unless such express consent to leave the meeting was obtained.
- (d) A Board Member who participates in a Board Meeting as allowed under this Clause 19.2 is taken to be present at the Board Meeting and, if the Board Member votes at the meeting, the Board Member is taken to have voted in person.

19.3 Quorum for Board Meetings

- (a) At a Board Meeting, the number of Board Members whose presence is necessary to constitute a quorum is as determined by the Board Members, and, unless so determined, is one half of the Board Members holding office, or if there is an odd number of Board Members, then the majority of Board Members holding office.
- (b) The continuing Board Members may act despite a vacancy in their number. If their number is reduced below the minimum fixed by clause 12.1, the continuing Board Members may, except in an emergency, act only for the purpose of filling vacancies to the extent necessary to bring their number up to that minimum or to convene a General Meeting.

19.4 Questions Decided by Majority

A question arising at a meeting of Board Members is to be decided by a majority of votes of Board Members present and entitled to vote, and that decision is for all purposes a decision of the Board Members.

19.5 Election of Board Chairperson

The Board Members may elect from the elected Board Members a Board Chairperson and a Deputy Chairperson of their meetings and may also determine the period for which the persons elected as Board Chairperson and Deputy Chairperson are to hold office.

19.6 Absence of Board Chairperson at Board Meeting

If a Board Meeting is held and:

- (a) A Board Chairperson has not been elected under clause 19.5, or
- (b) The Board Chairperson is not present within ten minutes after the time appointed for the holding of the meeting or is unable or unwilling to act,

then the Deputy Chairperson, if elected under clause 19.5, shall be the Chairperson of the meeting or, if the Deputy Chairperson is not present, the Board Members present must elect one of their number to be the Chairperson of the meeting.

19.7 Casting Vote for Board Chairperson

In the event of an equality of votes cast for and against a question, the Chairperson of the Board Meeting shall have a casting vote.

19.8 Minutes of Meetings

- (a) The Board Secretary or a person authorised by the Board from time to time must keep minutes of the resolutions and proceedings of all General Meetings and Board Meetings together with a record of the names of persons present at each meeting.
- (b) The Board Chairperson must ensure the minutes of a General Meeting or Board Meeting are reviewed and signed as correct by:
 - (i) The Chairperson of the General Meeting or Board Meeting to which those minutes relate;
 - (ii) The Chairperson of the next succeeding General Meeting or Board Meeting.
- (c) When minutes have been entered and signed as correct under this rule, they are until the contrary is proved, evidence that:

- (i) The General Meeting or Board Meeting to which they relate was duly convened and held;
 - (ii) All proceedings recorded as having taken place at the General Meeting or Board Meeting did in fact take place at the meeting; and
 - (iii) All appointments or elections purporting to have been made at the meeting have been validly made.
- (d) The minutes of General Meetings may be inspected by a Member.

19.9 Circular Resolutions

- (a) The Board may pass a circular resolution without a Board Meeting being held.
- (b) A circular resolution is passed if all the Board Members entitled to vote on the resolution sign or otherwise agree to the resolution in the manner set out in clause 19.9(c) or 19.9(d).
- (c) Each Board Member may sign:
 - (i) A single document setting out the resolution containing a statement that they agree to the resolution; or
 - (ii) Separate copies of that document as long as the wording of the resolution is the same in each copy
- (d) The Board Chairperson, Deputy Chairperson or Secretary may send a circular resolution by email to the Board Members and the Board Members may agree to the resolution by sending a reply email to that effect, including the text of the resolution in their reply.
- (e) A circular resolution is passed when all the Board Members entitled to vote on the resolution sign or otherwise agree to the resolution in the manner set out in 19.9(c) or 19.9(d).

20 CHAIRPERSON OF BOARD COMMITTEES

The members of a committee may elect one of their number as Chairperson of their meetings. If a meeting of a committee is held and:

- (a) A Chairperson has not been elected, or
- (b) The Chairperson is not present within ten minutes after the time appointed for the holding of the meeting or is unable or unwilling to act,

Then the members involved may elect one of their number to be Chairperson of the meeting.

21 MEETINGS OF COMMITTEE

21.1 Meeting and Adjourning

Subject to any directions of the Board Members and any terms of reference or Rules, a Committee may meet and adjourn as it thinks proper.

21.2 Determination of Questions

- (a) Questions arising at a meeting of a Committee are to be determined by a majority of votes of the members present and voting.
- (b) In the event of an equality of votes, the Chairperson of the meeting does not have a casting vote.

22 VALIDITY OF ACTS OF BOARD MEMBERS

All acts done at a meeting of the Board Members or of a committee of Board Members, or by a person acting as a Board Member are, even if it is afterwards discovered that:

- (a) There was a defect in the appointment or continuance in office of a person as a Board Member or of the person so acting, or
- (b) A person acting as a Board Member was disqualified or was not entitled to vote,

as valid as if the relevant person had been duly appointed or had duly continued in office and was qualified and entitled to vote.

PART D

23 DISPUTE RESOLUTION

Where there is a dispute, grievance or other disagreement between a Member and the Association, whether arising out of the application of these rules or otherwise ("Dispute"), then either must, prior to the commencement of any proceedings in a Court or Tribunal or before any authority or board, notify the other in writing of the nature of the Dispute, and the following must occur:

- (a) The Member and the Association must in the period fourteen days from the service of the notice of the Dispute ("Initial Period") use their best endeavours to resolve the Dispute.
- (b) If the Association and the Member are unable to resolve the Dispute within the Initial Period, then the Dispute must be referred for mediation to a mediator agreed by the Member and the Association.
- (c) The costs of the mediation will be shared equally between the Member and the Association.
- (d) Where:
 - (i) The party receiving the notice of the Dispute fails to attend the mediation required by clause 23(b), or
 - (ii) The mediation fails to resolve the Dispute,then the party serving the notice of Dispute will be entitled to commence any proceedings in a Court or Tribunal or before any authority or board in respect of the Dispute.
- (e) The procedure in this clause will not apply in respect of proceedings for urgent or interlocutory relief.

24 ASSOCIATION BOOKS AND RECORDS

24.1 Custody of the Books of the Association

- (a) Except as otherwise decided by the Board from time to time, the Board Secretary must keep in his or her custody or under his or her control all of the Books of the Association.
- (b) The Books of the Association must be retained for at least 7 years.

24.2 Returning the Books of the Association

Outgoing Board Members are responsible for transferring all relevant assets and Books of the Association to the new Board within 14 days of ceasing to be a Board Member.

25 DOCUMENTS

Documents executed for and on behalf of the Association must be executed by:

- (a) Two Board Members, or
- (b) Such other persons as the Board Members by resolution appoint under power of attorney or otherwise from time to time.

26 FINANCES

- 26.1 All monies received for the purposes of the Association generally shall be received and controlled by such persons or Committees as the Board may appoint from time to time.
- 26.2 The Board shall authorise the opening of such bank accounts as it may consider necessary in the name of the Association.
- 26.3 The Board may make such other determinations regarding the finances of the Association, consistent with this Constitution and policies as may be appropriate from time to time.
- 26.4 The Financial Year of the Association shall be the period of 12 months commencing on 1 January and ending on 31 December of each year.

27 AUDIT OF ACCOUNTS

The Board Members must cause proper accounting and other records to be maintained and audited in accordance with the requirements of the Act and any corresponding and applicable State legislation. The audit results shall be reported to the members at the Annual General Meeting.

- (a) 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.
- (b) 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.
- (c) Members of the Association may remove an auditor from office at a General Meeting of which six weeks notice has been given to the Board and to the auditors.
- (d) An auditor may resign by notice in writing to the Secretary no less than six weeks before an Annual General Meeting.
- (e) Within four 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 clause 27(b).

28 SEAL

28.1 **Safe Custody of Common Seal**

The Board must provide for the safe custody of any seal of the Association.

28.2 **Use of Common Seal**

If the Association has a common seal or duplicate common seal:

- (a) It may be used only by the authority of the Board, or of a Committee authorised by the Board to authorise its use, and
- (b) Every document to which it is affixed must be signed by a Board Member and be countersigned by another Board Member or another person appointed by the Board to countersign that document or a class of documents in which that document is included.

29 INSPECTION OF RECORDS

29.1 **Inspection by Members**

Subject to the Act, the Board Members may determine whether and to what extent, and at what times and places and under what conditions, the accounting records and other documents of the Association or any of them will be open to inspection by the Members (other than Board Members).

29.2 **Right of a Member to Inspect**

A Member has the right to inspect the Membership Register.

30 SERVICE OF DOCUMENTS

Where, by provision of this Constitution, a document including a notice is required to be serviced, that requirement may be satisfied in relation to an electronic communication of the document in any manner permitted by law or by any State or Commonwealth law relating to electronic transmission, or in any other manner approved by the Board Members.

31 INDEMNITY

The Association may indemnify any current or former Board Member, Secretary or Executive Officer of the Association or of a related body corporate of the Association out of the property of the Association against:

- (a) Every liability incurred by the person in that capacity (except a liability for legal costs), and
- (b) All legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in

which the person becomes involved because of that capacity,

except to the extent that:

- (c) The Association is forbidden by statute to indemnify the person against the liability or legal costs, or
- (d) An indemnity by the Association of the person against the liability or legal costs would, if given, be made void by statute.

32 INSURANCE

The Association may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring a person who is or has been a Board Member or Secretary or executive officer of the Association or of a related body corporate of the Association against liability incurred by the person in that capacity, including a liability for legal costs, unless:

- (a) The Association is forbidden by statute to pay or agree to pay the premium, or
- (b) The contract would, if the Association paid the premium, be made void by statute.