



COMMUNITY SCHOOL

Kerry Street Community School Incorporated

Constitution v 6

October 2017

1) Name

The name of the Association is Kerry Street Community School Incorporated (or Inc) hereinafter called “the Association”.

2) Definitions

In this constitution:

- a) “Administrative Staff” means all paid persons appointed within the Association to perform administrative duties.
- b) “Board” means the Board as referred to in clause 9.
- c) “Board Meeting” means a meeting of the Board Members.
- d) “Board Member” means a Member of the Board as referred to in clause 11.
- e) “Co-opted Board Members” means the persons referred to in clause 11(d) and 12(a).
- f) “Financial Year” is from 1 January to 31 December.
- g) “General Meeting” is a meeting open to all Members of the Association as described in clause 26.
- h) “Meeting” means any Board, General, Special General or Annual General Meeting.
- i) “Member” means a Member of the Association as determined in clauses 5, 6, and 7.
- j) “Parent” means a parent, step-parent or guardian of a student who has ongoing consistent involvement with the child and the school.
- k) “Principal” refers to the person referred to in clause 20.
- l) “Proxy”. A Member unable to attend a meeting is eligible to vote “by proxy” if they appoint in writing another Member to vote on their behalf at a specific meeting.
- m) “School Community” means all Members of the Association.
- n) “Special General Meeting” means a meeting, as described in clause 26(b), open to all Members of the Association and convened for a specific purpose.
- o) “Staff” means all paid employees appointed within the Association.
- p) “Student” means a student enrolled at the School.
- q) “Teaching Staff” means all TRBWA registered teachers and non-teaching staff employed within the Association.
- r) “Term” means one academic School Term as determined by the School’s annual calendar.
- s) “The Act” means the Associations Incorporation Act 2015.
- t) “The Association” means Governance, Management and all Members of the Association.



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- u) “The Chair” means the person who holds the office of Chair of the Board as described in clause 15.
- v) “The Code of Conduct” means the Kerry Street Community School Board Code of Conduct.
- w) “The School” means Kerry Street Community School.
- x) “The Secretary” means the person who holds the office of Secretary of the Board as described in clause 17.
- y) “The Treasurer” means the person who holds the office of Treasurer of the Board as described in clause 18.
- z) “The Vice Chair” means the person who holds the office of Vice Chair of the Board as described in clause 16.
- aa) “Voting Member” means an adult Member of the Association with voting rights.

3) Objects

The objects of the Association are:

- a) to operate a school called Kerry Street Community School:
 - i) for the education of Kindergarten, pre-primary and primary aged students; and
 - ii) to be an active, accessible community for nurturing and inspiring authentic learning and living.
- b) to elect a Board whose object is to:
 - i) provide for the holistic education of students;
 - ii) build, equip, furnish, resource, maintain, govern the school; and
 - iii) appoint a Principal to oversee the management and administration of the school.
- c) to encourage the participation of the school community in all aspects of the school including, but not limited to, the overall education process, the development of school policy and aims, and maintaining and improving the school buildings, equipment and environment. Community participation may be achieved by, but not be limited to:
 - i) participation in the education program;
 - ii) participation in ‘community jobs’;
 - iii) community surveys; and
 - iv) Association meetings.
- d) to operate as a not-for-profit association. The income and property of the Association will be vested in the Association and will be applied solely for the promotion of its objects and no part thereof will be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of pecuniary profit to the Members, however remuneration may be paid in good faith to Members of the Association or other persons in return for services actually rendered to the Association.

4) Powers

- a) In addition to the powers conferred under the Act the Association may:
 - i) employ, discipline and dismiss staff of the school on terms and conditions approved by the Board;
 - ii) fix the wages or salaries of its employees and the remuneration of other persons rendering service to it;
 - iii) make, vary or repeal policies, procedures, agreements or standing orders for the governance of the Association and the conduct of its Members;
 - iv) determine the considerations on which persons will be admitted to the Association;
 - v) acquire, lease, license, hire, hold, deal with, and dispose of any real or personal property;
 - vi) open and operate bank accounts;
 - vii) invest its money;



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- viii) borrow money upon such terms and conditions as the Association thinks fit;
 - ix) give such security for the discharge of liabilities incurred by the Association as the Association thinks fit;
 - x) appoint agents to transact any business of the Association on its behalf;
 - xi) enter into any other contract it considers necessary or desirable;
 - xii) accept money as fees, gifts or grants;
 - xiii) act as trustee and accept and hold real and personal property upon trust;
 - xiv) construct and build any structure for the benefit of the school or make any improvements to the premises or grounds of the school, with the approval of the Board;
 - xv) purchase or take a lease or licence of premises for student facilities, and enter into any other agreements or arrangements for the establishment, management, staffing and operation of such facilities;
 - xvi) establish and conduct, or arrange for the conduct of, facilities and services to enhance the education, development, care, safety, health or welfare of children and students;
 - xvii) charge and collect Association fees and school fees; and
 - xviii) do all those acts and things incidental to the exercise of these powers.
- b) The Association's powers must be exercised in accordance with the law, the requirements of the Act and this Constitution.

5) Membership of the Association

- a) Membership of the Association will be automatically conferred upon the following persons subject to approval by the Board:
 - i) Parents who have signed their child's enrolment form; and
 - ii) Staff.
- b) Membership of the Association will be conferred upon any person so wishing to apply and co-opted Board Members, whose written application for membership is ratified by the Board by a two-thirds (66%) majority.
- c) The Association shall confer the following rights upon all of its Members:
 - i) to receive notice of meetings;
 - ii) to have one (1) deliberative vote at general meetings either in person or by proxy;
 - iii) to be eligible to nominate for election to the Board after a qualification period that may be set from time to time by the Board, and shall not be more than twelve (12) months;
 - iv) Staff may not nominate themselves or anyone else for election to the Board at the AGM. A Board position may be filled by a Member selected from the teaching staff, by the teaching staff, and approved by the Board. The Board position held by a member of the teaching staff will be ex-officio and non-voting; and
 - v) the right to inspect all records of the Board and Association in accordance with Clauses 8), 17)h) 27) and 30).

6) Membership Requirements

- a) To be an active Member of the Association a person must:
 - i) pay any fees required by the Association; and
 - ii) contribute a certain amount and nature of work as determined from time to time by the Board.
- b) The annual subscription for Community and co-opted Board Members shall be that amount from time to time fixed by the Association at a Special General Meeting.



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- c) Any Member whose subscription or tuition fee is in arrears for a period of ninety (90) days may by resolution of the Board be declared no longer a Member.

7) Termination of Membership

A Member shall cease to be a Member of the Association in the case of:

- a) membership conferred according to clause 5(a), if the person no longer qualifies for membership;
- b) membership conferred according to clause 5(b), if the Member has no contact with the school for a period of ninety (90) days;
- c) written resignation being received by the Board;
- d) failure to meet the requirements of active membership for a period of ninety consecutive (90) days; and
- e) any Member who willfully refuses or neglects to comply with the provisions of this constitution or whose conduct is considered likely to be detrimental to the interests of the Association is liable to expulsion by a resolution passed at a Board Meeting by a two thirds (66%) majority PROVIDED THAT at least one (1) week before the meeting at which such resolution is to be voted on, that person has had notice thereof and of the alleged reasons for his or her expulsion AND that person has had at this meeting and before the passing of such resolution an opportunity of giving either personally or by any agent or in writing any explanation or defense he or she may think fit.

8) Register of Members of Association

- a) The secretary, or another person appointed and authorised by the Board, is responsible for maintaining a register of its Members and making sure the register is up to date.
- b) The register of Members must include:
 - i) each Member's name;
 - ii) a residential, postal, email address or means by which contact can be made;
 - iii) the class of membership to which each Member belongs; and
 - iv) the date on which each Member becomes a Member.
- c) Any change to the register must be recorded within 28 days after the change occurs.
- d) The register of Members must be kept by the secretary, at a place determined by the Board.
- e) Any Member is entitled to inspect the register free of charge, at such time and place as is mutually convenient to the Association and the Member.
- f) A Member must contact the secretary to request to inspect the register.
- g) The Member may make a copy of, or take an extract from, the register but has no right to remove the register for that purpose.
- h) If —
 - i) a Member inspecting the register of Members wishes to make a copy of, or take an extract from, the register; or
 - ii) a Member makes a written request to be provided with a copy of the register of Members, the Board may require the Member to provide a statutory declaration setting out the purpose for which the copy or extract is required and declaring that the purpose is connected with the affairs of the Association.
- i) The Association may charge a reasonable fee for providing a copy of the register, the amount to be determined by the Board from time to time.
- j) A Member must not use or disclose the information on the Register:
 - i) to gain access to information that a Member has deliberately denied them (that is in the case of social, family or legal differences or disputes);



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- ii) to contact, send material to the Association or a Member for the purpose of advertising for political, religious, charitable or commercial purposes unless the use of the information is approved by the Board; or
- iii) for any purpose unless the purpose is directly connected with the affairs of the Association or relates to the provision of information to the Commissioner in accordance with a requirement of the Act.

9) The Board

- a) The Association will be governed by a Board called the Kerry Street Community School Board or the 'Board'.
- b) In the context of the Board's responsibility for the governance and strategic planning of the School, the Board will perform the following functions:
 - i) govern the administration of the affairs, property and funds of the Association;
 - ii) provide a focus and a forum for the involvement of parents and the school community;
 - iii) ascertain the educational needs of the community and the attitude of the community to educational developments within the school;
 - iv) maintain a satisfactory standard of education and level of care for students and ensure the quality of the educational programs of the school;
 - v) ensure the development and implementation of effective processes to plan, monitor and achieve improvements in student learning;
 - vi) ensure that the cultural and social diversity of the community is considered and particular needs are appropriately filled;
 - vii) direct the broad direction, vision and strategic planning of the school in line with the Objectives of the Association;
 - viii) develop, monitor and review the objectives and targets of the strategic plan;
 - ix) consider, approve and monitor human resource and asset management plans;
 - x) determine policies of the School including policies for the safety, welfare and performance management of students;
 - xi) determine the application of the total financial resources available to the School including the regular review of the budget;
 - xii) report to the school community on the strategic plan, the finances of the School, the operational plans and the Board's operations;
 - xiii) determine and implement all expenditure on capital projects;
 - xiv) ensure compliance of the School with the requirements of any applicable Act including the School Education Act and the Guide to the Registration Standards and Other Requirements for Non-Government Schools; and
 - xv) set the annual tuition fee based on the annual budget submitted by the Principal for the approval of the Board.
- c) The Board is responsible for:
 - i) governance and management of the affairs of the Association;
 - ii) the employment, performance management and dismissal of the Principal and defining a duty statement for the Principal;
 - iii) unresolved complaints, including those concerning the conduct of the Principal; and
 - iv) overseeing the proper care and maintenance of any property owned by the Association.
- d) The Board may:
 - i) raise money for school related expenses;



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- ii) perform such functions as necessary to establish facilities for and conduct, or arrange for the conduct of services for the enhancement of the education, development, care, safety, health or welfare of children and students; and
- iii) do all those acts and things incidental to the exercise of these functions.
- e) The Board's functions must be exercised in accordance with the Code of Conduct, relevant legislation, and this constitution.

10) Eligibility for Board Membership

- a) To be eligible for election to the Board, a person must be nominated either by themselves or by another Association Member. Such Nominee:
 - i) Must be a Member of the Association; and
 - ii) May not be a paid employee of the Association.
- b) To be eligible for selection for a Board position by the teaching staff, the person must be a member of the teaching staff.

11) Board Elections

- a) The Board will consist of a minimum of five (5) and a maximum of ten (10) elected Association Members, the Principal and a Member selected from the teaching staff.
- b) The Board positions held by the Principal and the Member selected from the teaching staff will be ex-officio and non-voting.
- c) Members of the Association who are eligible according to clause 5, may be elected to Board annually at the Annual General Meeting.
- d) Vacant seats may be filled by a majority vote of the other Members of the Board. The vacant seat may also be filled by election at a Special General Meeting.
- e) The normal term of office for all Members of Board shall be three (3) years. All Board Members are eligible for re-election at the Annual General Meeting at the completion of their term.
- f) Board Members who have served three (3) consecutive terms must retire for a minimum of one (1) year before they are eligible to be elected again.
- g) Members of the Association may nominate themselves or others in writing at least two (2) weeks prior to the Annual General Meeting.
- h) The Board may choose to allow late nominations, or nominations at the Annual General Meeting.
- i) Board Members will be required to possess relevant experience, skills, fulfill all 'fit and proper' requirements, supply a valid Working With Children Check (if applicable) and a recent Police Clearance.
- j) All required documentation will need to be produced before Board membership is considered complete.

12) Vacancies

- a) Casual Vacancies will be filled from among the Members of the Association by a majority vote of Board.
- b) Any Member so appointed shall hold office only until the next Annual General Meeting and shall then be eligible for re-election.
- c) All rights of Board membership will be available to Members filling casual vacancies.
- d) The office of a Member of Board will become vacant if he or she:
 - i) is convicted of any indictable offence;
 - ii) becomes bankrupt;



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- iii) resigns his or her office by notice in writing to the Board;
 - iv) is regularly absent from Board Meetings to the extent they cannot fulfil the obligations of the role, and the Board determines this situation to be detrimental to the proper governance and management of the School. This determination will be made using dispute resolution processes under rule 32;
 - v) is absent from three (3) consecutive Board meetings without prior arrangement with the Board;
 - vi) is directly or indirectly interested in any contract or proposed contract with the Association and fails to declare the nature of his or her interest;
 - vii) in the case of a parent, they no longer have a child enrolled at the school;
 - viii) in the case of the Principal or Member selected from the teaching staff, is no longer employed by the Association;
 - ix) willfully refuses or neglects to comply with the provisions of this Constitution or displays conduct likely to be detrimental to the interests of the Association or the Board or is no longer considered fit and proper, then they are liable to expulsion from the Board by a resolution passed at a Board Meeting by the agreement of all other Board Members, PROVIDED THAT at least one (1) week before the meeting at which such resolution is to be voted on that person has had notice thereof and of the alleged reasons for his or her expulsion AND that person has had at this meeting and before the passing of such resolution an opportunity of giving either personally or by any agent or in writing any explanation or defense he or she may think fit;
 - x) no longer fulfils the fit and proper criteria as determined by the Board from time to time;
 - xi) dies; or
 - xii) becomes incapacitated by mental or physical ill health for a period exceeding six (6) consecutive months.
- e) If all Board Members are removed by resolution at a General Meeting, the Association Members must, at the same General Meeting, elect an interim Board. The interim Board must, within two months, convene a General Meeting to elect a new Board.

13) Remuneration of Board Members

- a) Board Members must not receive any remuneration for their service as Board Members.
- b) Rule 13)a) does not prevent reimbursement of expenses properly incurred while conducting the business of the Board.
- c) Board Members may receive payment for commercial services they provide the school.

14) Officers of the Board

- a) The officers of the Board shall be Chair, Vice Chair, Secretary and Treasurer.
- b) The Board may create such additional officers as it thinks fit and it may appoint any Member of the Board to fill any such additional office.
- c) The officers shall be chosen by the Board voting at the first Board meeting after the Annual General Meeting.
- d) Any officer shall be eligible for re-election.
- e) If a vacancy occurs in any office for any reason the Board may fill such a vacancy by voting at a Board meeting.
- f) An officer shall cease to be an officer of the Board if:
 - i) that person ceases to be a Member of the Board as described in clauses 10 and 11; or
 - ii) the Board determines to this effect PROVIDED THAT the officer concerned has been given adequate notice of the reason and a reasonable opportunity to reply.



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15) Duties of the Chair

The Chair shall:

- a) provide leadership to the Board in its policy making, strategic and financial planning, organizational priorities and governance concerns;
- b) collaborate with the Principal in achieving the objects of the Association;
- c) manage the business of the Board;
- d) ensure the Association is run according to its rules and any other strategic plan that has been agreed to;
- e) act as, or delegate when necessary, the public face and voice of the School;
- f) sign documents on behalf of the Association;
- g) prepare the Board agenda in consultation with the Principal and Secretary;
- h) chair all meetings or for a particular meeting ensure the task is delegated to a suitable person;
- i) declare the results of decisions, motions and special motions;
- j) prepare and present an annual report to Members at the Annual General Meeting;
- k) oversee the recruitment and annual performance review of the Principal;
- l) oversee the annual performance review of the Board;
- m) ensure induction of new Board Members;
- n) resolve disputes and facilitate mediation meetings as required; and
- o) any other duties as determined by the Board from time to time.

16) Duties of the Vice Chair

The Vice Chair shall:

- a) assist the Chair in meeting his or her responsibilities and in particular helping to ensure the efficient conduct of the business at Board meetings and at general meetings;
- b) stand in for the Chair whenever the Chair is unable to attend an event or meeting;
- c) establish a constructive working relationship with, and provide support for, the Principal and the Chair and ensuring the Board as a whole acts in partnership with the Principal;
- d) build a constructive relationship with and, between other Board Members;
- e) represent the organisation as appropriate;
- f) make decisions delegated to the Vice Chair; and
- g) any other duties as determined by the Board from time to time.

17) Duties of the Secretary

The Secretary shall:

- a) coordinate the correspondence of the Board;
- b) co-coordinate the agenda and any necessary documents for all meetings;
- c) keep full and correct minutes of the proceedings of all meetings or for a particular meeting delegate the task to a suitable person;
- d) serve formal notice to Board Members and the community at the direction of the Chair, for:
 - i) ordinary, special and Annual General Meetings;
 - ii) motions and special motions; and
 - iii) closing dates for nominations to the Board.
- e) collate and maintain a list of nominees of Members of the general community that may be appointed to the Board at the Annual General Meeting;
- f) keep and maintain in an up to date condition:



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- i) the clauses of the Association and have copies of this Constitution available to all Members;
 - ii) a register of the Members of the Association and their postal, residential or email addresses and resignations, terminations or reinstatements of Association membership;
 - iii) a register of the Members of the Board and their postal, email and residential addresses, officer positions and authorisation to use the common seal;
 - iv) a record of Board correspondence; and
 - v) copies of meeting minutes and sub-committee reports.
- g) be responsible for the safe custody of all books, documents, records and registers of the Board other than those kept and maintained by the Treasurer;
 - h) make available all the records of meetings and of Association membership for the inspection of any Member and allow that Member to make copies but not to remove the record;
 - i) prepare newsletters; and
 - j) any other duties as determined by the Board from time to time.

18) Duties of the Treasurer

The Treasurer shall:

- a) establish a close working relationship with the bursar, to facilitate a good understanding of the School's accounts and financial position;
- b) chair the finance sub-committee;
- c) ensure that the accounting records are kept in such manner as will enable true and fair accounts of the Association to be prepared from time to time and to be conveniently and properly audited as required by the Act;
- d) ensure the provision of all necessary financial records to the auditor as appointed at the Annual General Meeting;
- e) submit to the Members at the Annual General Meeting of the Association accounts of the Association showing the financial position of the Association at the end of the immediately preceding financial year;
- f) whenever directed to do so by the Chair, submit to the Board a report, balance sheet or financial statement in accordance with that direction;
- g) oversee the preparation of the annual budget and quarterly budget reviews and present them to the Board;
- h) oversee the financial risk management of the school and ensure that all insurances are up to date;
- i) monitor the income and expenditure of the Association;
- j) ensure the safe custody of all documents and records of the Association of a financial nature; and
- k) any other duties as determined by the Board from time to time.

19) Sub-Committees

- a) The Board may from time to time appoint such persons as it thinks fit to be a sub-committee to undertake and perform such functions as are determined by the Board. The Board may at any time dissolve any sub-committee so appointed.
- b) The sub-committee will be headed by a Chair appointed by the Board, who is responsible for:
 - i) coordinating the undertaking of the committee as directed by the Board;
 - ii) liaising with the Board by reporting directly to Board meetings. The number and frequency of reports to be supplied, is determined by the Board; and
 - iii) ensuring minutes are recorded of all sub-committee meetings.
- c) The sub-committee must perform the tasks allocated to it and may not delegate any tasks further.



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20) Principal

- a) The Principal shall be appointed by the Board at such salary and upon such terms and conditions as shall be determined in writing by the Board.
- b) The Principal is an ex-officio Member of Board with no voting rights.
- c) The Principal shall be responsible for overseeing the implementation of the objects of the Association in co-ordination with and under the authority of the Board. They shall act with authority from the Board to manage the day-to-day administration and activities of the school as described in the Principal's job description.
- d) The Principal has the power to:
 - i) spend Association money within the restraints and guidelines of the budget as determined by the Board; and
 - ii) engage contractors for minor jobs.

21) Proceedings of Board

- a) A Board Meeting:
 - i) shall be held at least twice in each school term at times determined by the Board;
 - ii) may be convened at any time by the Chair, giving not less than seven (7) days' notice of the meeting;
 - iii) will be convened by the Chair within fourteen (14) days upon receipt of the written request of four (4) Members of Board for the purpose specified in that request AND if the Board meeting is not convened within the relevant fourteen (14) day period the Members who made the request may themselves convene the meeting.
- b) The Board will give to the school community not less than seven (7) days formal notice of a Board meeting if a Board meeting is to be open for any Members to attend.
- c) The Board will determine that medium for formal notice as in writing via the Board noticeboard and electronic newsletter.
- d) The Chair or Vice Chair shall preside at the meeting.
- e) Subject to these clauses the procedure and order of business to be followed at a Board meeting shall be determined by the Board Members present.
- f) A quorum at a Board Meeting shall be half (50%) or more of the voting Board Members.
- g) Each Board Member is entitled to one (1) deliberative vote at the meeting either in person or by proxy EXCEPT FOR the Principal and the Member selected from the teaching staff, who have no voting rights.
- h) A question arising at a Board meeting shall be decided by a simple majority. If there is an equality of votes, the motion will fail and the question will be given further consideration.

22) Conflict of Interest

- a) A Board Member having a material personal interest in a matter being considered at a Board Meeting must disclose the nature and extent of his or her interest, not be present while the matter is being considered, and is ineligible to vote on the matter.
- b) A Board Members Conflict of Interest extends to family members and persons considered 'related'. A governing body member is 'related' to another person if they are:
 - i) employer and employee;
 - ii) business partners;
 - iii) body corporate and a director or board member;



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- iv) body corporate and a person involved in its control or management;
 - v) body corporate and a person with a legal or equitable interest in 5% or more of its share capital;
or
 - vi) joint trustees, joint beneficiaries or trustee and beneficiary in a trust.
- c) Rule 22)a) does not apply if the material personal interest exists only because the Board Member belongs to a class of persons for whose benefit the Association is established or has this interest in common with all, or a substantial proportion of, the Members of the Association.
- d) The Secretary must record in the minutes every such disclosure and each disclosure must be reported at the AGM.

23) Attendance at Board Meetings

- a) Board Meetings may be attended by any Board Member:
 - i) Physically present; or
 - ii) Present via technology, provided they are reasonably able to participate in discussions and decisions, and provided their participation is made known to other Members.
- b) Members present via rule 23)a)ii) are deemed to be present, including for the purpose of establishing a quorum, until they notify others present that they are no longer taking part in the Meeting.
- c) All Board Members have the responsibility to attend Board Meetings.
- d) Association Members or other guests may attend Board Meetings if invited by the Board. The person will not have the right to comment without invitation, or vote, or be provided with any documentation relevant to the meeting.

24) Transaction of Business outside Board Meetings

- a) The Board may transact any of its business:
 - i) by the circulation of papers among all the Members of the Board, and a resolution in writing or electronic means by a majority of the Members is taken to be a decision of the Board; or
 - ii) at a meeting at which Members (or some Members) participate by telephone, closed circuit television or other means, but only if a member who speaks on a matter before the meeting, can be heard by the other Members.
- b) For the purposes of this clause the Chair of the Board and each Member of the Board have the voting rights they have at an ordinary meeting of the Board.
- c) A resolution approved under sub clause 24)a)i) is to be recorded in the minutes of the meetings of the Board.
- d) The Secretary may circulate papers among Members of the Board for the purposes of sub clause 24)a)i) by email, fax or other transmission of the information in the papers concerned.

25) Proceedings of Annual General Meeting

- a) The Board shall convene an Annual General Meeting within six (6) months after the end of the School financial year, giving not less than fourteen (14) days' notice of the meeting in writing including when and where the meeting is to be held, and any resolutions to be proposed at the meeting.
- b) In exceptional circumstances where it is not possible to convene an Annual General Meeting within the legislated period, Consumer Protection must be contacted to seek an extension prior to July 1st.
- c) All Members of the Association shall be welcome at the Annual General Meeting.
- d) The Chair shall preside over the meeting.
- e) The new Board Members will take office after the completion of the elections according to clause 11.



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- f) The order of business to be followed shall be:
 - i) consideration of the Treasurer's report and the Chair's report;
 - ii) appointment of an auditor for the following financial year;
 - iii) election of new Board Members; and
 - iv) other business requiring consideration by the Association.
- g) A quorum at an Annual General Meeting shall be one third (33%) of the voting Members of the Association.
- h) If a quorum is not present within thirty (30) minutes of the specified meeting time, the meeting lapses and is adjourned to the same time, day and venue the following week. If at the second meeting a quorum is not present within thirty (30) minutes of the specified meeting time, then eligible voters present may conduct the meeting and vote.
- i) Each voting Member is entitled to one (1) deliberative vote at the meeting either in person or by proxy.
- j) A Member can only represent one (1) proxy vote at a meeting.
- k) Elections shall be decided by a secret ballot if requested by an Association Member.
- l) Other questions arising at an Annual General Meeting shall be decided by a three fourths (75%) majority.

26) Proceedings of General Meetings

Purpose and authority of meetings:

- a) General Meetings may be convened from time to time for the purpose of providing a forum for Members of the Association to have input into decisions leading to the attainment of the objects of the Association.
- b) Special General Meetings are convened for a specific purpose and the Board will not disregard a resolution passed at a Special General Meeting in the case of:
 - i) dissolution of the Association;
 - ii) ratification of new or amended Constitution or philosophy of the Association;
 - iii) significant change to the educational pedagogy or structure of the school;
 - iv) relocation of the school;
 - v) vote of no confidence in the Board; or
 - vi) election of a parent or community representative to Board in the case of a vacancy.
- c) Convening of meetings:
 - i) General Meetings shall be convened at the discretion of Board;
 - ii) The Board may convene a Special General Meeting for a specified purpose, as required and with no less than fourteen (14) days' notice;
 - iii) Special General Meetings must be convened within twenty-eight (28) days of receipt of written request by no less than one fifth (20%) of the Members (voting and/or ex-officio) of the Association; and
 - iv) If a Special General Meeting is not convened within the relevant twenty-eight (28) day period the Members who made the request may themselves convene the meeting.
- d) The Secretary shall give to all Members not less than fourteen (14) days' notice in writing of any General Meeting and of any motions or resolutions to be proposed at that meeting.
- e) Resolutions to be proposed at a Special General Meeting shall be lodged with the Secretary not less than fourteen (14) days before the meeting.
- f) A quorum at a General Meeting and a Special General Meeting is one third (33%) or twelve (12), whichever is the lesser number, voting Members of the Association.



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- i) If within thirty (30) minutes of the time specified for a Special General Meeting or a General Meeting a quorum is not present, in person or by proxy, the meeting lapses and stands adjourned to the same time on the same day in the following week at the same venue EXCEPT if the purpose of the meeting may be fulfilled without the requirement of voting.
- ii) If within thirty (30) minutes of the time specified for the resumption of the meeting a quorum is not present, the Members present in person or by proxy may nevertheless proceed with the business of that meeting as if a quorum were present.
- g) Each voting Member of the Association present is entitled to one (1) deliberative vote at the meeting either in person or by proxy.
- h) At a General Meeting a question requiring a decision shall be decided by a simple majority and if there is an equality of votes the question shall be considered further or put to Board
- i) At a Special General Meeting a question shall be decided by a three fourths (75%) majority.

27) Minutes of Meetings

- a) The Secretary shall cause proper minutes of all proceedings of all meetings to be taken in, or promptly transferred to, within thirty (30) days, a minute book kept for that purpose.
- b) The Chair, in consultation with Board Members, shall ensure that minutes from each meeting have been verified as correct prior to their acceptance at the next meeting or soonest possible subsequent meeting. When minutes have been entered and signed as correct they shall, until the contrary is proved, be evidence that:
 - i) the meeting to which they relate was duly convened and held;
 - ii) all proceedings recorded as having taken place at the meeting did in fact take place; and
 - iii) all decisions, appointments or elections purporting to have been made at the meeting have been validly made.

28) Audit

Unless the Board otherwise determines:

- a) at the Annual General Meeting the Association shall appoint an auditor to be the Association's auditor for the upcoming Financial Year;
- b) at the end of every Financial Year the accounts of the Association will be examined and the correctness of the accounts ascertained by the auditor who will audit and report on all the accounts and books of the Association before the following Annual General Meeting; and
- c) all the accounts and books of the Association will be open to inspection by the auditor at all reasonable times.

29) Alteration of the Constitution

- a) The Constitution of the Association may be altered, added to or repealed by special resolution at the Annual General Meeting or any Special General Meeting in accordance with clauses 25 and 26 of the Act.
- b) Any amendment to the Constitution of the Association will be subject to approval from the Commissioner for Consumer Protection required under the Associations Incorporation Act 2015



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30) Inspection of Records

- a) A Member may at any reasonable time inspect without charge the books, documents, records and securities of the Association. A statutory declaration setting out the purpose for any such inspection will be provided by such Member.
- b) The Member may make a copy of, or take an extract from, the books, documents, records and securities of the Association, but shall not have the right to remove the same for that purpose.
- c) Any such inspection of records will respect all rights of individuals under the Privacy Act 1988.

31) Common seal of Association

- a) The Association must have a common seal on which its corporate name appears in legible characters.
- b) The common seal of the Association must not be used without the express authority of two (2) Board Office Bearers.
- c) Every use of that common seal must be recorded in the minute book referred to in rule 27.
- d) The common seal of the Association must be kept in the custody of the Secretary or of such other person as the Board from time to time decides.

32) Resolving Disputes

Disputes arising under these rules

- a) The disputes procedure set out in this rule applies to disputes under these rules between:
 - i) a Member and another Member; or
 - ii) a Member and the Association.
- b) In this clause Member includes any former Member whose membership ceased not more than six months prior to the dispute.
- c) The parties to the dispute must attempt to resolve the dispute between themselves within 14 days of the dispute coming to the attention of each party.
- d) If the parties are unable to resolve the dispute, any party to the dispute may initiate a procedure under this rule by submitting a completed Kerry Street Complaint Form to a dedicated feedback email.
- e) The Parent Liason must convene a Committee meeting within 28 days after they receive notice of the dispute under clause 32)d) for the Committee to determine the dispute.
- f) At the Committee meeting to determine the dispute, all parties to the dispute must be given a full and fair opportunity to state their respective cases orally, in writing or both.
- g) The Parent Liason must inform the parties to the dispute of the Committee's decision within seven days after the Committee meeting referred to in clause 32)e).
- h) If any Party to the dispute is dissatisfied with the decision of the Committee they may elect to initiate further dispute resolution procedures as set out in the rules.

Mediation

- i) This rule applies:
 - i) where a person is dissatisfied with a decision made by the Committee under Clause 32; or
 - ii) where a dispute arises between a Member and more than one Member and the Association and any party to the dispute elects not to have the matter determined by the Committee.
- j) If the parties to a dispute are unable to resolve the dispute between themselves within the time required by clause 32)c), or a party to the dispute is dissatisfied with a decision made by the Committee under clause 32)g) a party to a dispute may:
 - i) provide written notice to the Parent Liason of the parties to, and the details of, the dispute; or



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- ii) agree to, or request the appointment of, a mediator.
- k) The party or parties requesting the mediation must pay the costs of the mediation.
- l) The mediator must be:
 - i) a person chosen by agreement between the parties, or;
 - ii) in the absence of agreement if the dispute is between a Member:
 - 1. And another Member – a person appointed by the Committee; or
 - 2. More than one Member and the Association, the Committee or a Committee Member then an independent person who is a mediator appointed to, or employed with, a not for profit organisation.
- m) A Member can be a mediator, but the mediator cannot be a Member who is party to the dispute.
- n) The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.
- o) The parties are to exchange written statements of the issues that are in dispute between them and supply copies to the mediator at least 5 days before the mediation session.
- p) The mediator, in conducting the mediation must:
 - i) give the parties to the mediation process every opportunity to be heard;
 - ii) allow all parties to consider any written statement submitted by any party, and;
 - iii) ensure that natural justice is accorded to the parties to the dispute throughout the mediation process.
- q) The mediator must not determine the dispute and the mediation must be confidential. Information provided by the parties in the course of the mediation cannot be used in any other legal proceedings that may take place in relation to the dispute.

Inability to Resolve Disputes

- r) If a dispute cannot be resolved under procedures set out in the Rules, any party to the dispute may apply to the State Administrative Tribunal to determine the dispute in accordance with the Act or otherwise at law.

33) Dissolution

- a) A Special General Meeting of the Association, called for the purpose, may resolve to wind up or dissolve the Association by special resolution in accordance with clause 26 and in particular 26(b)(i).
- b) If, on the winding up of the Association, any property or funds of the Association remains after satisfaction of the debts and liabilities of the Association and the costs, charges and expenses of that winding up, that property or funds shall be distributed:
 - i) to another association with similar objects incorporated under the Associations Incorporation Act 2015;
 - ii) for charitable purposes; or
 - iii) in the case of any deductible gift recipient fund the school may operate, if the fund, authority or institution is wound up or if the endorsement (if any) of the organisation as a deductible gift recipient for the operation of the fund, authority or institution is revoked, any surplus assets of the gift fund remaining after the payment of liabilities attributable to it, shall be transferred to a charity (fund, authority or institution) with a similar charitable purpose to which income tax-deductible gifts can be made.