

RULES

OF

PARENT ASSOCIATION of AIDANFIELD CHRISTIAN SCHOOL INCORPORATED

1. Name:

- 1.1 The name of the society is Parent Association of Aidanfield Christian School Incorporated (herein after known as "the Association").

2. Registered Office:

- 2.1 The registered office of the Association shall be situated at the premises of Aidanfield Christian School, 2 Nash Road, Halswell, CHRISTCHURCH 8025 or at such other place for the time being as shall be decided by the Executive.

3. Purposes:

- 3.1 The purposes and aims of the Association are to devote and apply energy, resources and both capital and income of the Association to the advancement of education at Aidanfield Christian School. Without limiting this in anyway such purposes may include:
- (a) To actively promote the school for the educational advancement of the pupils of Aidanfield Christian School.
  - (b) To encourage all members of the school community to form a vibrant community (with particular reference to the school's *Special Character Statement* and *Statement of Faith*).
  - (c) To actively support the school community.
  - (d) To uphold the school community through prayer.
  - (e) To create and maintain a keen interest in the activities of the pupils.
  - (f) To organise events to encourage and uplift the school community.
  - (g) To raise and assist in raising funds for specific purposes.
  - (h) To encourage sponsorship, and maintain a scholarship account, for one or more of the school's students and other purposes as defined by the Executive.
- 3.2 NOTWITHSTANDING anything herein contained or implied no power or reservation expressed or implied herein shall authorise the members of the Association to do or suffer any act which does not further the Charitable Purposes expressed herein which shall at all times be paramount so as to exclude any act or omission which is or may be deemed to be not in accordance with such Purposes.

4. Membership:

- 4.1 Membership of the Association shall be open to parents or guardians ("parents") of current pupils, current staff of the School and at the discretion of the Executive other people interested in the welfare of the School.
- 4.2 All parents shall be entitled to membership upon application.
- 4.3 All staff shall be entitled to be members upon application.
- 4.4 Other interested people shall be entitled to membership at the discretion of the Executive.
- 4.5 Application for membership shall be by way of submitting an application form or as part of the enrolment application supplied to the school.
- 4.6 Membership for Parents will automatically cease when they no longer have a pupil at the school.
- 4.7 Membership for Staff will automatically cease when they are no longer employed by the Board of Trustees.
- 4.8 Membership for other interested people will automatically cease 31 December every year.

5. Subscription:

- 5.1 There shall be no annual subscription fee.

6. Resignations:

- 6.1 Any member may resign from membership by giving written notice to that effect and every such notice shall unless otherwise expressed take effect as from the receipt of such notice by the Secretary.

7. Officers:

- 7.1 Pending the first General Meeting the members and Executive (managing committee) of the Association shall comprise of:
- (a) Stuart Brooker
  - (b) Paul Kingston-Smith
  - (c) Kaye Lawn
  - (d) Anne-Marie Mullis
  - (e) Kiri Phillipps
  - (f) Darryl Taylor
- 7.2 At the first General Meeting the meeting shall elect to and the Executive shall consist of:
- (a) a minimum of five (5) and a maximum of nine (9) elected parent/guardian members (this includes the Chairperson, Vice-Chairperson, Secretary and Treasurer), preferably of a broad denominational representation from within the parent/guardian members of the Association.
  - (b) a staff representative (as chosen by the staff).
- 7.3 There will be provision for two additional positions on the executive. The Board of Trustees and the Board of Proprietors may each nominate one representative onto the Executive.
- 7.4 In the event of a vacancy occurring on the Executive, the Executive may appoint a member of the Association to fill the vacancy, provided that no more than two (2) such members are appointed in one election period (i.e. from Election to Election). In such a case each member appointed in this manner shall step down prior to the next Election, and the vacancy filled by election.
- 7.5 The Executive may co-opt any number of *ex-officio* individuals who have specialised knowledge, skills, and expertise in any area that the Executive desires guidance and advice in furthering the aims and objectives of the Association. Co-opted members of the Executive do not have voting rights, but are expected to contribute to consensus decision making.
- 7.6 Co-opted members do not need to be members of the Association nor to qualify for membership. The services of co-opted members shall be for as long as the Executive deems necessary.
- 7.7 The officers of the Association shall be elected at an Annual General Meeting. Such officers shall continue in office until their successors are elected at the next Annual General Meeting. Nominations for Executive members may be made orally from among members present at the meeting. Nominations of members not present must be accompanied by a written acceptance of nomination for office by the nominee.
- 7.8 In the event that the number of nominations exceeds the number of vacancies, a secret ballot shall be held at the meeting to decide the election.
- 7.9 The Chairperson shall have the power to appoint sub-committees.
- 7.10 The Principal of the school shall be an *ex officio* Patron of the Association.
- 7.11 A member of the Executive shall cease to be a member of the Executive if he or she:
- (a) Resigns
  - (b) Ceases to be a member of the Association
  - (c) Is absent from three (3) or more consecutive meetings of the Executive without tendering an apology
  - (d) Is no longer prepared to uphold the *Statement of Faith*, vision and philosophy of Aidanfield Christian School.

8. General Meetings:

- 8.1 The General Meeting of the Association shall be held not later than the end of April each year.
- 8.2 A Special General Meeting may be called at any time by either the Chairperson or the Vice-Chairperson on 14 days notice in writing to all members stating the business, time and place of such meeting.
- 8.3 Seven days notice in writing of any General Meeting must be given to the members, stating the business, time and place of such meeting.
- 8.4 At all General Meetings of the Association each member present shall have one vote, and the Chairperson at any meeting shall have a deliberative vote only.
- 8.5 The Chairperson, or in his/her absence the Vice-Chairperson, shall take the Chair at all General Meetings and meetings of the Executive.
- 8.6 At all General Meetings ten (10) members shall constitute a quorum.
- 8.7 Voting shall be by voices or a show of hands if called for by one person present or by secret ballot if demanded by at least 5 persons present.
- 8.8 So long as the Executive has taken reasonable care to identify all members and to give notice to the last known to it address, no resolution passed at any Meeting shall be defective null and void and/or otherwise unenforceable by reason of any member not receiving adequate or effective notice.
- 8.9 The Executive shall have the power to expel from any meeting any person whom it has cautioned not to act in an unruly and/or disruptive manner but who in the reasonable opinion of the Chairperson fails to change their behaviour accordingly.

9. Executive Meetings:
- 9.1 Meetings of the Executive shall be called, with reasonable notice, by the Chairperson at such times and places as may be convenient.
- 9.2 The Executive shall hold regular meetings not less than eight times a year. The meetings shall be open to all members of the Association.
- 9.3 Additional meetings may be held as required.
- 9.4 The Executive shall determine its own procedure at its meetings.
- 9.5 Sub-committee meetings shall be held at an appropriate time before the Executive meeting and shall provide reports to the Executive.
- 9.6 A quorum for Executive meetings shall include not less than one half ( $\frac{1}{2}$ ) of the total number of executive members, including those appointed to fill vacancies during the year. The quorum will exclude *ex-officio* members.
- 9.7 All members are welcome to participate in any meeting of the Executive, but will not have voting rights.
10. Role of the Executive:
- 10.1 The role of the Executive is to:
- (a) carry out the objects of the Association and use money or other assets to that end.
  - (b) pay all or any of the expenses and administration of the Association and of the Executive reasonably incurred in the furtherance thereof.
  - (c) distribute funds in accordance with the purpose and responsibilities of the Association.
  - (d) appoint sub-committees who will report back with recommendations.
  - (e) manage the Association's bank accounts.
  - (f) maintain a register of members.
11. Finance:
- 11.1 All moneys received by or on behalf of the Association shall forthwith be paid to the credit of the Association in an account with such reputable New Zealand located trading bank as may from time to time be fixed by the Association.
- 11.2 All cheques or withdrawals slips shall be signed on behalf of the Association by two signatories. Four signatories, including the Treasurer, will be appointed from the Executive at their first meeting after the Annual General Meeting.
- 11.3 The Executive shall have the power to pay funds acquired by the Association to the School, and the receipt of the Principal shall be sufficient discharge therefore without necessity to see to the application thereof. The Executive shall have power at its own discretion to determine and retain such amount as they deem from time to time necessary for the meeting of the purposes of the Association.
- 11.4 The Association may from time to time invest in any securities in which trust funds may be invested by trustees in accordance with the Trustees Act 1956 or any legislation amending or replacing that Act.
- 11.5 The Treasurer shall submit to the General Meeting a financial statement for the preceding year. A copy of the financial statement will also be sent to the Board of Trustees and the Board of Proprietors.
- 11.6 The financial year of the Association shall begin on 1 January and end on 31 December each year.
12. Income, benefit or advantage to be applied to charitable purposes:
- 12.1 Any income, benefit or advantage shall be applied to the Charitable Purposes of the Association.
- 12.2 No member of the Association or person associated with a member of the Association shall participate in, or materially influence, any decision made by the Association in respect of the payment to or on behalf of that member or associated person of any income, benefit or advantage whatsoever, except where that income, benefit or advantage is derived from professional services to the Association rendered in the course of business and at no greater rate than current market rates.
- 12.3 The provisions and effect of this clause 12 shall not be removed from this document and shall be included and implied into any document replacing this document.
13. Alteration of the Rules:
- 13.1 These rules (excluding rule 12, this rule 13 and rules 15 and 16) may be amended by a three quarters ( $\frac{3}{4}$ ) majority vote of those members present at the General Meeting or a Special General Meeting called for that purpose, provided that written notice has been sent to each member stating the desired change(s) at least thirty days in advance of the meeting and that no such alteration or addition shall detract from the exclusively charitable nature of the Association or result in the distribution of its assets on winding up or dissolution for any purpose that is not exclusively charitable.
- 13.2 These rules shall be reviewed no less than every five (5) years at the General Meeting to ensure that they are consistent with the needs of the Association and shall be amended as necessary within the next year. This clause will take effect after the first General Meeting following the adoption of the rules by the Association.

14. Common Seal:

- 14.1 The Common Seal of the Association shall be under the control of the Executive who shall be responsible for the safe custody and control and use thereof.
- 14.2 The Common Seal of the Association shall be affixed only after a resolution to that effect is passed at either a special and/or general meeting and in the presence of two (2) members of the Executive whose signatures shall accompany same.

15. Borrowing Powers:

- 15.1 The Association shall not have power to borrow money at all, nor to incur liabilities in excess of its immediately realisable liquid assets.

16. Disposition of Surplus Assets:

- 16.1 In the case of legal dissolution of the Association any assets or property remaining after meeting all debts and liabilities shall be given or transferred to the Board of Trustees or the Board of Proprietors of Aidanfield Christian School for the furtherance of the purposes specified herein in their public and non personal capacities and the chairpersons thereof receipt shall be sufficient discharge therefore without the necessity to see as to the application thereof.

17. Interpretation of Rules:

- 17.1 The Executive shall have the power to interpret and construe these Rules and the provisions within it, in such reasonable manner as the Executive from time to time sees fit. In all cases where the interpretation is called into question the Principal will be consulted.

18. Definitions:

18.1 In these rules:

- (a) "School" means Aidanfield Christian School.
- (b) "Executive" means the executive committee of the Association.
- (c) "Written notice" means hand-written, printed or electronic communication of words or a combination of these methods.
- (d) "Board of Trustees" means the Board of Trustees of Aidanfield Christian School.
- (e) "Board of Proprietors" means the Board of Proprietors of Aidanfield Christian School.
- (f) "Statement of Faith" means the Statement of Faith adopted by Aidanfield Christian School and signed by all parents/guardians.
- (g) "Special Character Statement" means the statement that has been adopted by Aidanfield Christian School.

SIGNED at Christchurch this 3rd day of February 2011

Stuart Brooker

[Signature]

Paul Kingston-Smith

[Signature]

Kaye Lawn

[Signature]

Anne-Marie Mullis

[Signature]

Kiri Phillipps

[Signature]

Darryl Taylor

[Signature]