

**Corporations Law**  
**A Company Limited by Guarantee**

**MEMORANDUM OF ASSOCIATION**  
**OF**  
**KOROWAL SCHOOL LIMITED (As revised May 2013)**

1. The name of the Association is KOROWAL SCHOOL Limited (hereinafter called “the Association”).
2. Education at Korowal is inspired by the following principles:
  - a. The quality of human relationships is the heart of the educational process. Committed, mutually respectful relationships between students, teachers and parents are crucial to educational happiness and success.
  - b. The student is educated in a balanced and integrated way: intellectually, creatively, socially, physically, emotionally, ethically and spiritually.
  - c. The aim of education is to develop full human potential.
  - d. The values of compassion, tolerance, equity, respect, empathy, commitment, resilience, and critical thinking are consciously fostered.
  - e. The value of the individual is found within the context of the group.
3. The Association shall have the power to conduct and operate schools, in accordance with the purpose of the Association and to do all other acts and things reasonably necessary to achieve that purpose.
4. The income and property of the Association shall be applied solely towards the promotion of the principles of the Association; and no portion thereof shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise to the members of the Association.

This clause does not prevent the payment in good faith

- a) of reasonable and proper remuneration to any officer or servant of the Association;
  - b) for any services actually rendered to the Association by any of its members;
  - c) of interest, at a rate not exceeding the overdraft rate for the time being charged by Sydney bankers, or money lent, or
  - d) of reasonable and proper rent for the premises let by any member of the Association.
5. No addition, alteration or amendment shall be made to or in the Memorandum or the Articles of Association, unless it has been agreed to by a majority of not less than 75% of members who are members eligible under Article 6 of the membership regulations, notwithstanding any other provisions.
  6. The liability of members is limited.
  7. Every member of the Association undertakes to contribute to the assets of the Association in the event of the same being wound up while he is a member or within one year after he ceases to be a member for payment of the debts and liabilities of the Association (contracted before he ceases to be a member) and of the costs charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves such amount as may be required, not exceeding Fifty dollars (\$50).
  8. 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 shall not be paid to or distributed among the members of the Association but shall be given or transferred to some other institution or institutions having a purpose similar to the purpose of the Association and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Association under or by virtue of clause 4 hereof such institution or institutions to be determined by the members of the Association at or before the time of

dissolution and if and so far as effect cannot be given to the aforesaid provision then to some charitable, object or institution.

9. True accounts shall be kept of the sums of money received and expended by the Association and the matter in respect of which such receipt and expenditure takes place and of the property credits and liabilities of the Association and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Association for the time being in force shall be open to the inspection of the members. Once at least in every year the accounts of the Association shall be examined by one or more properly qualified Auditor or Auditors who shall report to the members in accordance with the provisions of the Companies (NSW) Code.

**Corporations Law**  
A Company Limited by Guarantee

**ARTICLES OF ASSOCIATION  
OF  
KOROWAL SCHOOL LIMITED  
INTERPRETATION**

1. In these regulations:

“**the Act**” means the Corporations Law;

“**the Association**” means the Korowal School Limited

“**Korowal School Council**” means the board of directors and governing council of the Association;

“**Principal**” means the person appointed as such by the Korowal School Council

“**the seal**” means the common seal of the Association;

“**Company Secretary**” means any person appointed to perform the duties of a secretary of the Association and includes an honorary secretary;

“**State**” means the State of New South Wales;

“**parent like relationship**” means a relationship between a person and a student where the person is by law, responsible for making decisions relating to a student's long term care, welfare and development;

“**School**” means the School conducted by the Association;

“**student**” means a student enrolled at the School;

“**Related Bodies Corporate**” has the meaning expressed in section 50 of the Corporations Law;

expressions referring to writing shall unless contrary intention appears to be construed as including references to printing lithography photography and other modes of representing or reproducing words in a visible form;

words or expressions contained in these regulations shall be interpreted in accordance with the provisions of the Interpretation Act of 1897 and of the Act as in force at the date at which these regulations become binding on the Association;

words importing the singular number include the plural number and vice versa.

2. The Association is established for the purposes set out in the Memorandum of Association.

**MEMBERSHIP**

3. The number of members with which the Association proposes to be registered is 300, but the Korowal School Council may from time to time register an increase of members.

4. The subscribers to the Memoranda of Association and such other persons as the Korowal School Council shall admit to membership in accordance with these regulations shall be members of the Association.

5. Category 5 membership: A person:

- a) who is in a parent like relationship with a student enrolled at the School conducted by the Association, and
- b) who has signed an agreement or application to become a member of the Association, and
- c) who has paid all initial tuition fees payable in respect of that student prior to signing the agreement or application,

shall become on satisfying these requirements, a member of the Association.

6. Category 6 membership: A person:

- a) who is employed as a teacher or co-ordinator by the Association, whether full or part time; and
- b) who has signed an agreement or application to become a member of the Association,

shall become on satisfying these requirements a member of the Association.

7. Category 7 membership: A person:

- a) who is employed by the association other than as a teacher or co-ordinator, whether full time or part time, and
- b) who has signed an agreement or application to become a member of the Association,

shall become on satisfying these requirements, a member of the Association

8. Category 8 membership: A person:

- a) who is, or was a student enrolled at a school conducted by the Association, and
- b) who has attained the age of eighteen years, and
- c) who has signed an agreement or application to become a member of the Association, and
- d) who has paid the first annual subscription,

shall become on satisfying these requirements, a member of the Association.

9. Category 9 membership: A person:

- a) who desires to become a member of the Association, and
- b) who does not satisfy the requirements in any of the Articles 5, 6, 7, and 8, and
- c) who is not a subscriber to the Memorandum of the Association,

shall be proposed by one and seconded by another member of the Association to both of whom the applicant shall be personally known. The application for membership shall be made in writing signed by the applicant and his or her proposer and seconder and shall be in such form as the Korowal School Council from time to time prescribes. At the next meeting of the Korowal School Council after the receipt of any application for membership such application shall be considered by the Korowal School Council who shall thereupon determine upon the admission or rejection of the applicant. In no case shall the Korowal School Council be required to give any reason for the rejection of an applicant. When an applicant has been accepted for membership the Company Secretary shall forthwith send to the applicant written notice of his or her acceptance and a request for payment of the first annual subscription. Upon payment of the first annual subscription the applicant shall become a member of the Association provided nevertheless that if such payment be not made within two calendar months after the date of the notice the Korowal School Council may in its discretion cancel its acceptance of the applicant for membership of the Association.

10. The annual subscription payable by members of the Association shall be such as the Association in general meeting shall from time to time prescribe provided that:
  - a) no annual subscription shall be payable by any member while that member is a parent of a student who is enrolled at a school conducted by the Association or employed by the Association whether full-time or part-time or on an honorary basis or otherwise, and
  - b) until the Association otherwise resolves the annual subscription shall be Five Dollars (\$5).
11. All annual subscriptions shall become due and payable in advance on the first day of January in every year provided that if after paying the subscription for any year a member becomes entitled to an exemption therefrom by reason of the first provision to Article 9 the amount paid by that member shall be refunded to him.

### **CESSATION OF MEMBERSHIP**

12. If either:
  - a) any fees payable by any member to the Association for tuition, or
  - b) the subscription of a membershall remain unpaid for a period of two calendar months after it becomes due without special arrangements having been approved then the member may after notice of the default shall have been sent to him or her by the Company Secretary be debarred by resolution of the Korowal School Council from all privileges of membership.
13. A member may at any time by giving notice in writing to the Company Secretary resign his or her membership of the Association but shall continue liable for any annual subscription and all arrears due and unpaid at the date of his or her resignation and for all other moneys due by him or her to the Association and in addition for any sum not exceeding Fifty dollars (\$50) for which he is liable as a member of the Association under clause 7 of the Memorandum of Association of the Association.
14. If any member shall wilfully refuse or neglect to comply with the provisions of the Memorandum or Articles of Association of the Association, or shall be guilty of any conduct which in the opinion of the Korowal School Council is unbecoming of a member or prejudicial to the interest of the Association, the Korowal School Council shall have power by resolution to expel the member from the Association and remove his or her name from the Register of Members.

Provided that at least one week before the meeting of the Korowal School Council at which such resolution is passed the member shall have had notice of such meeting and of what is alleged against him or her and of the intended resolution and that he shall at such meeting and before the passing of such resolution have had an opportunity of giving orally or in writing any explanation or defence he may think fit and provided further that any such member may by notice in writing lodged with the Company Secretary at least twenty-four hours before the time for holding the meeting at which the resolution is to be considered by the Korowal School Council elect to have the question dealt with by the Association in general meeting and in that event an extraordinary general meeting of the Association shall be called for the purpose and if at the meeting such a resolution be passed by a majority of two-thirds of those present and voting (such vote be taken by ballot) the member concerned shall be expelled accordingly and his or her name removed from the Register of Members.

### **GENERAL MEETINGS**

15. The first general meeting shall be held at such time not being less than one month nor more than three months after the incorporation of the Association and at such place as the Administrative Council may determine.
16. An annual general meeting of the Association shall be held in accordance with the provisions of the Act. All general meetings other than the Annual General Meetings shall be called extraordinary general meetings.

17. Any:
  - a) three or more members of the Korowal School Council;
  - b) or fifteen or more ordinary members of the Associationmay convene an extraordinary general meeting.
18. Subject to the provisions of the Act relating to special resolutions and agreements for shorter notice 21 days' notice at the least (exclusive of the day on which the notice is served or deemed to, be served but inclusive of the day for which notice is given) specifying the place the day and the hour of meeting and in case of special business the general nature of that business shall be given to such persons as are entitled to receive such notices from the Association.
19. For the purpose of Article 18 all business shall be special that is transacted at an extraordinary general meeting and also all that is transacted at an annual general meeting with the exception of the consideration of the accounts balance sheets and the report of the Korowal School Council and auditors and the election of members of the Korowal School Council in the place of those retiring and the appointment of the auditors.

### **PROCEEDINGS AT GENERAL MEETINGS**

20. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as herein otherwise provided twelve members present in person shall be a quorum. For the purpose of this Article 'member' includes a person attending as a proxy or as representing a corporation which is a member.
21. If within half an hour from the time appointed for the meeting a quorum is not present the meeting if convened upon the requisition of members shall be dissolved: in any other case it shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Korowal School Council may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members present (being not less than eight) shall be a quorum.
22. The Chair of the Korowal School Council shall preside as Chair at every general meeting of the Association or if there is no Chair or if he or she is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act the Deputy Chair shall be the chair or if the Deputy Chair is not present or is unwilling to act then the members present shall elect one of their number to be Chair of the meeting.
23. The Chair may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meetings other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more notice of the adjourned meeting shall be given as in the case of an ordinary meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or the business to be transacted at an adjourned meeting.
24. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:
  - a) by the Chair; or
  - b) by at least three members present in person or by proxy.

Unless a poll is so demanded a declaration by the Chair that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost an entry to that effect in the book containing the minutes of the proceedings of the Association shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour or against the resolution. The demand for a poll may be withdrawn.

25. If a poll is duly demanded it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the Chair directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded but a poll demanded on the election of a chair or on a question of an adjournment shall be taken forthwith.
26. A member may vote in person or by proxy or by attorney and on a show of hands every person present who is a member or a representative of a member shall have one vote and on a poll every member present in person or by proxy or by attorney or other duly authorised representative shall have one vote.
27. A member who is of unsound mind or whose person or estate is liable to be dealt with in any way under the law relating to mental health may vote whether on a show of hands or on a poll by his or her Committee or by his or her trustee or by any such person as properly has the management of his or her estate and any such committee trustee or other person may vote by proxy or attorney.
28. No member shall be entitled to vote at any general meeting if his or her annual subscription or any tuition fees payable by that person shall be more than one month in arrears at the date of the meeting without special arrangements having been approved.
29. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his or her attorney duly authorised in writing or if the appointer is a corporation either under seal or under the hand of an officer of attorney duly authorised. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll. A member shall be entitled to instruct his or her proxy to vote in favour of or against any proposed resolutions. Unless otherwise instructed the proxy may vote as he or she thinks fit.
30. The instrument appointing a proxy may be in the following form or in a common or usual form:

**KOROWAL SCHOOL**

I, \_\_\_\_\_ of \_\_\_\_\_  
 being a member of Korowal School \_\_\_\_\_ of \_\_\_\_\_  
 hereby appoint \_\_\_\_\_  
 or failing him or her \_\_\_\_\_ of \_\_\_\_\_

as my proxy to vote for me on my behalf at the (annual or extraordinary as the case may be) general meeting of the Association to be held on the day of \_\_\_\_\_ 20\_\_\_\_ and at any adjournment thereof.

My proxy is hereby authorised to vote \* in favour of/against the following resolutions:

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

Note 1: In the event of the member desiring to vote for or against any resolution he shall instruct his or her proxy accordingly. Unless otherwise instructed the proxy may vote as he thinks fit.

\* strike out whichever is not desired.

31. The instrument appointing a proxy and the power of attorney or other authority if any under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office of the Association or at such other place within the State as is specified for that purpose in the notice convening the meeting not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or in the case of a poll not less than twenty-four hours before the time appointed for the taking of the poll and in default the instrument of proxy shall not be treated as valid.
32. A vote given in accordance with the terms of an instrument of proxy or attorney shall be valid notwithstanding the previous death or unsoundness of mind of the principal or revocation of the instrument or of the authority under which the instrument was executed if no intimation in writing of such death unsoundness of mind or revocation as aforesaid has been received by the Association at the registered office before the commencement of the meeting or adjourned meeting at which the instrument is used.

## **THE KOROWAL SCHOOL COUNCIL (INCLUDING OFFICE-BEARERS)**

33. The office bearers of the Association shall consist of a Chair and a Deputy Chair, elected by the Korowal School Council from within the Council membership.
34. Commencing from the 2014 AGM, the Korowal School Council shall have a minimum of 6 and a maximum of 8 members who shall be elected at the Annual General Meeting of the Association.
35. There shall be an annual election to fill vacancies in the membership of the Korowal School Council. Successful candidates will be elected for a term of two years.
36. From the 2014 AGM, members of Council may not serve more than 3 consecutive terms, unless by resolution of Korowal School Council, a member is granted leave to stand for re-election.
37. Of the 8 positions available for election to the Korowal School Council, a maximum of 4 members who are category 6 members as defined under Article 6 may be elected to Council.  
Of the balance of Korowal School Council positions available for election, only 4 members will come from category 5, 7, 8 and 9 members as defined under Articles 5, 7, 8, and 9 respectively.
38. The Korowal School Council shall appoint a returning officer to conduct nomination and election procedures for membership of the Council. The procedures will be as follows
  - (a) Nominations will be declared open at least 42 days before the Annual General Meeting. Nominations must reach the returning officer at or before the close of nominations, which will be 28 days before the Annual General Meeting. The close of the ballot shall be at the Annual General Meeting, after members present have had an opportunity to ask questions of the candidates.
  - (b) The nomination must specify the full names and the residential addresses of the nominators and be signed by them. The nominators must be members of the Association. The nomination must include written consent to the nomination signed by the nominee. Once an effective nomination reaches the returning officer, the nominee becomes a candidate for election.
  - (c) A person who is nominated for election may submit material of no more than 500 words relevant to the person's candidature.
  - (d) If there is to be a ballot, the returning officer is to prepare a candidate information sheet. The returning officer must base the information in that sheet on what has been set out in the declarations received by the returning officer before the close of nominations.
  - (e) If a ballot is to be held, the returning officer is to notify the Company Secretary of that fact. The Company Secretary is to deliver to the returning officer a roll that sets out (as at the close of nominations) the full name of each Association member and the address to which that member's ballot-paper is to be sent.
  - (f) The returning officer is to determine the order of candidates on the ballot-papers for an election. This is to be done at the office of the returning officer at the time, and on the date, last fixed for the determination by notice of the election. The persons who are entitled to be present at the determination are the candidates (or their agents), the returning officer and any staff to whom any functions of the returning officer have been delegated. The determination is to be carried out in the following manner for both categories of candidates. The returning officer must:
    - (i) in front of everyone present, make out in respect of each candidate a slip bearing the name under which the candidate has been nominated,
    - (ii) then deposit all the slips in a box,
    - (iii) then shake the box and turn it upside down several times, and allow anyone else present to do the same,
    - (iv) then open the box and take out and open each slip one by one,
    - (v) then announce to everyone present, and record, the name of the candidate whose name appears on the slip first taken from the box and, in consecutive order, the name of the candidate whose name appears on the slip enclosed in the container next taken from the box, and so on until all the slips have been examined,
    - (vi) then sign the record and allow anyone else present to do the same.

- (g) The name of the candidate which has been first taken from the ballot-box in the determination of the order of names is to be shown closest to the top of the ballot-papers. The name of the candidate which has been next taken from the ballot-box is to be shown immediately below the name of the candidate which has been first taken and so on. The ballot paper will contain two separate lists of candidates, one list being candidates who are members by virtue of Articles 5, 7, 8, or 9 of the Memorandum of Association, and the other being candidates who are members by virtue of Article 6 of the Memorandum of Association.
- (h) The ballot-paper must contain the names of the candidates with a small square opposite each and the directions required by this clause as to the manner in which a vote is to be recorded on the ballot-paper. It must also contain directions as to how the ballot-paper is to be returned to the returning officer.
- (i) The directions to members must include directions to the effect that the member must record a vote for the number of candidates corresponding with the maximum number of vacancies to be filled, on each of the two lists, by placing a cross in the square opposite the name of each candidate for whom the member wishes to give his or her vote.
- (j) The returning officer is to have the ballot-papers printed. The returning officer must send to each member a ballot-paper initialled by the returning officer. The returning officer must send to each member also: an unsealed declaration envelope addressed to the returning officer and bearing on the back the words "Name and address of member" and "Signature of member", together with appropriate spaces for the insertion of the name, address and signature, and a copy of the candidate information sheet. The ballot paper and information must be sent to all members at least 14 days before the close of the ballot.
- (k) The returning officer may, at any time before the close of the ballot, send or deliver to a member a new ballot-paper if the member satisfies the returning officer that the member's previous ballot-paper in the election has been spoilt, lost or destroyed, and that the member has not already voted at the election. The returning officer must maintain a record of all ballot-papers sent or delivered to members under this clause. The returning officer may, at the request of a member, send or deliver to the member a duplicate of a declaration envelope or candidate information sheet.
- (l) A member who wishes to vote is to: (a) record a vote on the ballot-paper sent or delivered to the member, doing so in accordance with the directions shown on it, and (b) place the completed ballot-paper in the declaration envelope, and (c) seal the envelope, and (d) state his or her full name and full address on the back of the envelope and sign it, and (e) send or deliver the envelope (with its contents) to the returning officer so that it is received by the returning officer at or before the close of the ballot. The declaration envelope may be sent or delivered to the returning officer inside a further envelope supplied by the member
- (m) The returning officer must reject any declaration envelope that the officer receives after the close of the ballot or that is unsealed. The returning officer must examine the name on the back of a declaration envelope and if satisfied that a person of that name is a member, must accept the envelope without opening it, or if not so satisfied, or if a name, address or signature does not appear on the back of the envelope, must reject the envelope.
- (n) If it appears to the returning officer that the signature on the back of a declaration envelope is not the signature of the person whose name and address are there, the returning officer may make such inquiries as the returning officer thinks fit. If, after making those inquiries, the returning officer is satisfied that the signature is not the signature of that person, the officer must reject the envelope. If a declaration envelope is to be rejected, its contents must also be rejected and the returning officer must not open it.
- (o) Each candidate is entitled to appoint a scrutineer to represent the candidate in respect of a ballot. A scrutineer is entitled to be present at any proceeding in the election (for which the person who appointed the scrutineer is a candidate)
- (p) The returning officer is to take the following steps after examining the declaration envelopes: (a) produce the unrejected declaration envelopes, open each one and take out any ballot-paper inside, (b) place the ballot-papers and envelopes in separate piles or containers, (c) examine each ballot-paper and reject it if it is informal, (d) count the votes on the formal ballot-papers, and ascertain the result of the election, (e) declare the result of the election

- (q) Whenever 2 or more candidates have an equal number of votes, the returning officer will arrange when necessary for the candidates names to be drawn from a container.
  - (r) A ballot-paper of an elector is informal if: (a) it has not been completed in accordance with the directions on it, or (b) it has not been initialled by the returning officer, or (c) it contains a mark or writing which, in the returning officer's opinion, would enable the elector to be identified. However, a ballot-paper is not informal just because of the existence of marks or writing on the paper that are not in accordance with the directions for its completion if, in the opinion of the returning officer, the member's intention is clearly indicated on the ballot-paper. A ballot paper is informal if it indicates a number of votes in excess of the number of vacancies indicated on the ballot paper directions.
  - (s) Proxies cannot be used for any poll to elect the Korowal School Council members.
39. The Korowal School Council shall at its first meeting after the annual general meeting of the Association and at such other times as a vacancy occurs elect from its members elected by the Association the office bearers in the following manner:
- a) any two members of the Korowal School Council shall be at liberty to nominate an elected member to serve as an office bearer.
  - b) balloting lists shall be prepared (if necessary) containing the names of the candidates for each office in random order and each member present at the meeting of the Korowal School Council shall be entitled to vote for one candidate for each of the offices of office bearer.
40. The Korowal School Council shall have power at any time and from time to time to appoint any person to the Korowal School Council either to fill a casual vacancy or as an addition to the existing office-bearers or other members of the Korowal School Council but so that the total number of office-bearers or other members of the Korowal School Council shall not at any time exceed the number fixed in accordance with these regulations. Any office-bearer or other member of the Korowal School Council so appointed shall hold office only until the next following annual general meeting.
41. The Korowal School Council may by special resolution remove any office-bearer or other member of the Korowal School Council before the expiration of his or her period of office and may by an ordinary resolution appoint another person in his or her stead; the person so appointed shall hold office only until the next following annual general meeting.
42. The office of an elected member shall become vacant if the elected member of the Korowal School Council
- a) ceases to be a member of the Korowal School Council by virtue of the Act;
  - b) becomes prohibited from being a Director of a company by reason of any order made under the Act;
  - c) 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;
  - d) resigns his or her office by notice in writing to the Association;
  - e) for more than three consecutive months is absent without permission of the Korowal School Council from the meetings of the Korowal School Council held during that period; or
  - f) ceases to be a member of the Association; or
  - g) is directly or indirectly interested in any contract or proposed contract with the Association unless that member shall have declared the nature of his or her interest in manner required by the Act;
  - h) becomes bankrupt;
  - i) breaches the code of ethics of the Korowal School Council.

Provided always that nothing in this Article shall affect the operation of Clause 4 of the Memorandum of Association of the Association.

## **POWERS AND DUTIES OF THE KOROWAL SCHOOL COUNCIL**

43. The Korowal School Council will adopt a governance role in the affairs of Korowal School. It will ensure that the day-to-day operation of the school is managed by the executive. The Korowal School Council will set overall policy and oversee the management to ensure that the school is run properly and consistently with our human centred philosophy.

To achieve this the Korowal School Council will act according to the following general principles:

- a) Provide effective and ethical leadership for the school
- b) Set strategic direction
- c) Define policy
- d) Ensure the school is well managed with appropriate organisational structure
- e) Ensure ethical behaviour throughout the school
- f) Ensure that staff receive adequate training to discharge their responsibilities
- g) Ensure compliance with all statutory requirements
- h) Ensure appropriate risk management, particularly in the relation to financial reporting, internal control, fraud control, loss control and prevention, insurance performance and contractual exposure.
- i) Ensure that the Council regularly reviews its own conduct, particularly in striving to achieve consensus and being consistent with our philosophy

In the application of these principles, the Council will largely rely on an effective committee structure.

Committees considering and advising on curriculum, employment or dismissal matters must have a majority of teachers as members.

Committees considering or advising on remuneration matters must have a minority of teachers as members

The business of the Association shall be managed by the Korowal School Council who may pay all expenses incurred in promoting and registering the Association and may exercise all such powers of the Association as are not by the Act or by these regulations required to be exercised by the Association in general meeting subject nevertheless to any of these regulations to the provisions of the Act and to such regulations being not inconsistent with the aforesaid regulations or provisions as may be prescribed by the Association in general meeting: provided that any rule regulation or by-law of the Association made by the Korowal School Council may be disallowed by the Association in general meeting and provided further that no resolution of or regulation made by the Association in general invalidate any prior act of the Korowal School Council which would have been valid if that resolution or regulation had not been passed or made.

44. The Korowal School Council may exercise all the powers of the Association to borrow money and to mortgage or charge its property or any part thereof and to issue debentures and other securities whether outright or as security for any debt liability or obligation of the Association.
45. All cheques promissory notes drafts bills of exchange and other instruments and all receipts for money paid to the negotiable Association shall be signed drawn accepted endorsed or otherwise executed as the case may be by any two members of the Korowal School Council or in such other manner as the Korowal School Council from time to time determines.
46. The Korowal School Council shall be responsible for the formulation and implementation of education policy at Korowal School.
47. The Korowal School Council shall be responsible for the employment and dismissal of employees of Korowal School.
48. The Korowal School Council shall cause minutes to be made:
- a) of all appointments of officers and servants;

- b) of names of members of the Korowal School Council present at all meetings of the Association and of the Korowal School Council: and
- c) of all proceedings at all meetings of the Association and of the Korowal School Council.

Such minutes shall be signed by the Chair of the meeting at which the proceedings were held or by the Chair of the next succeeding meeting.

### **PROCEEDINGS OF THE KOROWAL SCHOOL COUNCIL**

49. The Korowal School Council may meet together for the despatch of business adjourn and otherwise regulate its meetings as it thinks fit. A member of the Korowal School Council may at any time, and the Company Secretary shall on the requisition of a member of the Korowal School Council, summon a meeting of the Korowal School Council.

50. Subject to these regulations questions arising at any meeting of the Korowal School Council shall be decided by not less than a 50% of those present plus one, rounded up to the nearest whole number and a determination of not less than 50% of those present plus one, rounded up to the nearest whole number, of the members of the Korowal School Council shall for all purposes be deemed a determination of the Korowal School Council.

If any Council member is excluded from voting on a matter because of a material personal interest, that matter can be decided by a simple majority.

51. A member of the Korowal School Council

- a) may not vote on or be present during the consideration by that Korowal School Council of any matter in which the member has, directly or indirectly, a personal material interest. If a member votes in contravention of this clause that member's vote is not counted.
- b) who is not entitled to vote or to be present during the consideration by the Korowal School Council of any matter, may not be counted in any quorum required for a meeting of the Korowal School Council.

The prohibitions in clauses a) and b) do not apply if the Korowal School Council has at any time resolved that it is satisfied that the member's interest in the matter (as specified by resolution of the Korowal School Council) should not disqualify the member from considering or voting on the matter; or the interest that the member has in the matter arises by reason only that the member is a member and has an interest in common with the other members.

52. a) A member of the Korowal School Council who is in any way interested in a contract or proposed contract with the Association or a Related Body Corporate of the Association must declare the nature of the member's interest immediately in writing to the Chair.

b) The Company Secretary must record every declaration of interest in the minutes of the Korowal School Council at or after which it is made.

c) If a member is interested in a contract or proposed contract with the Association or its Related Bodies Corporate and declares the nature of the interest as required by these articles

(i) the member is not disqualified by holding office as a member from contracting or entering into any arrangement with the Association or its Related Bodies Corporate, whether as vendor, purchaser or otherwise;

(ii) a contract or arrangement entered into by or on behalf of the Association or its Related Bodies Corporate in which the member is in any way, whether directly or indirectly, interested, is not liable to be avoided; and

(iii) the member is not liable to account to the Association or its Related Bodies Corporate for a profit realised from that contract or arrangement by reason of the member holding that office.

53. The quorum necessary for the transaction of the business of the Korowal School Council shall be six.

If any Council member is excluded from voting on a matter because of a material personal interest, the quorum may be reduced to 5.

54. The continuing members of the Korowal School Council may act notwithstanding any vacancy in the Korowal School Council but if and so long as their number is reduced below the number fixed by or pursuant to these regulations as the necessary quorum of the Korowal School Council the continuing member or members may act for the purpose of increasing the number of members of the Korowal School Council to that number or of summoning a general meeting of the Association but for no other purpose.
55. The Chair shall preside as Chair at every meeting of the Korowal School Council or if there is no Chair or if at any meeting he or she is not present within ten minutes after the time appointed for the meeting the Deputy Chair shall be Chair or if the Deputy Chair is not present at the meeting then the members may choose one of their number to be Chair of the meeting.
56. The Korowal School Council may delegate any of its powers and/or functions to one or more sub-committees consisting of at least one member of the Korowal School Council. Any sub-committee so formed shall conform to any regulations that may be imposed by the Korowal School Council and subject thereto shall have the power to coopt any member or members of the Association provided that any member so co-opted shall have no vote.
57. The Korowal School Council may delegate any of its powers and/or functions (not being duties imposed on the Korowal School Council as Directors of the Company by the Act or the general law to one or more sub-committees consisting of such member or members of the Association as the Korowal School Council thinks fit. Any sub-committee so formed shall conform to any regulations that may be imposed by the Korowal School Council and subject thereto shall have power to co-opt any member or members of the Association and all members of such committees shall have one vote.
58. The Korowal School Council may appoint one or more advisory boards consisting of such member or members of the Association or otherwise as the Korowal School Council thinks fit. Such advisory boards shall act in an advisory capacity only. They shall conform to any regulations that may be imposed by the Korowal School Council.
59. A sub-committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present.
60. All acts done by any meeting of the Korowal School Council or of a sub-committee or by a person acting as a member of the Korowal School Council shall notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such member of the Korowal School Council or person acting as aforesaid or that the members of the Korowal School Council or any of them were disqualified be as valid as if every such person had been duly appointed and was qualified to be a member of the Korowal School Council.
61. A resolution in writing signed by all the members of the Korowal School Council in Australia for the time being entitled to receive a notice of a meeting of the Korowal School Council shall be valid and effectual as if it had been passed at a meeting of the Korowal School Council duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more members of the Korowal School Council.

### **COMPANY SECRETARY**

62. The Company Secretary shall in accordance with the Act be appointed by the Korowal School Council for such term at such remuneration and upon such conditions as it thinks fit; and any secretary so appointed may be removed by it. Nothing herein shall prevent the Korowal School Council from appointing a member of the Association as Honorary Company Secretary and any member so appointed shall forthwith become an office-bearer of the Association and if not already a member of the Korowal School Council, shall become ex officio, a non voting member of the Korowal School Council and (s)he shall be subject to the provisions of clause 4 of the Memorandum of Association.

### **SCHOOL PRINCIPAL**

63. The School Principal shall be appointed by the Korowal School Council. The Principal must have teaching qualifications. The Principal will be the chief executive officer of the Association.

64. The Principal may not stand for election to the Korowal School Council. If a Korowal School Council member is appointed as Principal of Korowal School Council, that person is no longer eligible for membership of Korowal School Council.
65. The powers and duties of the chief executive officer shall include the following:
- a) provide direction and leadership particularly via the executive to the day to day management of the affairs of Korowal School
  - b) attend meetings of the Board and present to the Board an account of the executive's activity and planning for review, comment and endorsement
  - c) ensure the Board is provided with timely relevant and adequate information
  - d) establish proper internal controls and report performance to the Board
  - e) communicate and implement the Board's policies and decisions throughout the school
  - f) act as liaison between Board and staff.

### **SEAL**

66. The Korowal School Council shall provide for the safe custody of the seal which shall only be used by the authority of the Korowal School Council or of a sub-committee of members of the Korowal School Council authorised by the Korowal School Council in that behalf and every instrument to which the seal is affixed shall be signed by a member of the Korowal School Council and shall be counter-signed by the Company Secretary or by a second member of the Korowal School Council or by some other person appointed by the Korowal School Council for the purpose.

### **ACCOUNTS**

67. The Korowal School Council shall cause proper accounting and other records to be kept and shall distribute copies of every profit and loss account and balance sheet (including every document required by law to be attached thereto) accompanied by a copy of the auditor's report thereon as required by the Act provided however that the Korowal School Council shall cause to be made out and laid before each annual general meeting a balance sheet and profit and loss account made up to date not more than six months after the date of the meeting.
68. The Korowal School Council shall from time to time determine in accordance with clause 9 of the Memorandum of Association at what times and places under what conditions or regulations the accounting and other records of the Association shall be open to the inspection of members not being members of the Korowal School Council and no member (not being a member of the Korowal School Council) shall have any right of inspecting any account or book or paper of the Association except as conferred by statute or by clause 9 of the Memorandum of Association in general meeting.

### **AUDIT**

69. A properly qualified Auditor or Auditors shall be appointed and his, her or their duties regulated in accordance with the Act and clause 9 of the Memorandum of Association.
70. Any notice required by law or by or under these Articles to be given to any member shall be given by sending it by post to him at his or her registered address or (if he or she has no registered address within the State) to the address if any within the State supplied by him or her to the Association for the giving of notices to him or her. When a notice is sent by post service of the notice shall be deemed to be effected by properly addressing prepaying and posting a letter containing the notice and to have been effected in the case of a notice of a meeting on the day after the date of its posting and in any other case at the time at which the letter would be delivered in the ordinary course of post.
71. (1) Notice of every general meeting shall be given in any manner hereinbefore authorised to:
- a) every member except those members who (having no registered address within the State) have not supplied to the Association an address within the State for the giving of notices to them; and
  - b) the auditor or auditors for the time being of the Association.

- (2) No other person shall be entitled to receive notices of general meetings.

### **WINDING-UP**

72. The provisions of clause 8 of the Memorandum of Association relating to the winding up or dissolution of the Association shall have effect and be observed as if the same were repeated in these regulations.

### **INDEMNITY**

73. Every member of the Korowal School Council auditor company secretary and other officer for the time being of the Association shall be indemnified out of the assets of the Association against any liability arising out of the execution of the duties of his or her office which is incurred by him or her in defending any proceedings whether civil or criminal in which judgement is given in his or her favour or in which he is acquitted or in connection with any application under the Act in which relief is granted to him or her by the Court in respect of any negligence default breach of duty or breach of trust.
74. The Association shall comply with such of the provisions of the Charitable Fundraising Act, 1991 and the regulations thereunder as are applicable to it.