

PMSA



Presbyterian and  
Methodist Schools  
Association

A joint mission of the Uniting and Presbyterian Churches

# Council Manual

## Part A Section 4(a)(i)

### Constitution of the PMSA





Endorsed by the Presbyterian Church of Queensland and the Uniting Church in Australia in November 2003 and adopted by PMSA Council on 28 November 2003

## 1. NAME

The name of the Association is "The Presbyterian and Methodist Schools Association" and by that name the Councillors for the time being shall constitute a body corporate.

## 2. OBJECTS

The Association is formed to establish and carry on schools where pupils may obtain an education which is in accordance with sound educational principles and which is consistent with basic Christian doctrine.

## 3. GOVERNMENT

The government in every respect of the Association and all matters relating thereto shall at all times be vested in a Council consisting of up to twenty-four (24), but as from 1 July 2004 no greater than fifteen (15), persons (hereinafter referred to as "the Council") to be appointed in the proportion hereinafter stipulated by The Presbyterian Church of Queensland (hereinafter referred to as "The Presbyterian Church") and The Uniting Church in Australia Queensland Synod (hereinafter referred to as "the Uniting Church") and by the Council as herein provided. The Council shall report annually to the Assembly of The Presbyterian Church and to the Synod of the Uniting Church.

## 4. COUNCILLORS

The Presbyterian Church, the Uniting Church and the Council are each entitled to appoint up to eight (8) Councillors, but, as from the fifteenth day of November 2003, the parties consent to a progressive reduction in numbers until the number that each of the Presbyterian Church and the Uniting Church is entitled to appoint is six (6) and the total number of Councillors is fifteen (15). Those Councillors appointed by the Council shall be persons who are either members of The Presbyterian Church or members of the Uniting Church.

Save as herein provided the term of each appointment for members of the Council shall be three (3) years unless the Councillor has attained the age of seventy two (72) years, when the term shall be one (1) year. At the end of each term Councillors are subject to retirement by rotation, but shall be eligible for re-appointment. Councillors may be removed from office by their appointing entity.

## 5. CASUAL VACANCIES

Save as provided in Clause 4 hereof any casual vacancy occurring among the Councillors appointed by the Presbyterian Church shall be filled as determined by that Church and any casual vacancy occurring among the Councillors appointed by the Uniting Church shall be filled by the Uniting Church or as the Uniting Church shall direct and any casual vacancy occurring among the Councillors appointed by the Council shall be filled by the Council or as the Council shall direct.



## 6. OFFICE BEARERS

The Councillors shall elect from their number a Chairman, and a Deputy Chairman. The Chairman or in his absence the Deputy Chairman shall preside at meetings of the Council but if no such Chairman or Deputy Chairman is elected or if at any meeting neither the Chairman nor the Deputy Chairman is present at the time appointed for holding the same, the Councillors present shall choose some one of their number to be Chairman of such meeting. Each Chairman and Deputy Chairman shall retain office for a minimum period of three (3) years subject to appointment or re-appointment under Clause 4.

## 7. VOTING

The votes at all meetings of the Council shall be taken inclusively of the Chairman or person presiding but when there is an equality of votes the person presiding shall not have a second or casting vote.

## 8. COUNCIL TO ACT

The Council may act in every respect notwithstanding any vacancy or vacancies in the number of the Councillors and no such vacancy shall in any way affect the constitution of the Association in its privileges or status.

## 9. MEETINGS

The Councillors may meet together for the despatch of business adjourn or otherwise regulate their meetings as they think fit. The quorum necessary for the transactions of business shall be eight (8) councillors. The votes and proceedings of a majority at a meeting at which a quorum is present shall be taken and accepted as the votes and proceedings of the Council.

## 10. REQUISITIONISTS

The Chairman or Deputy Chairman shall on the requisition of any five (5) Councillors forthwith proceed to convene a meeting of the Council and in the case of such requisitions the following provisions shall have effect:

- (a) The requisition must state the objects of the meeting and must be signed by the requisitionists and handed to the Chairman or Deputy Chairman and may consist of several documents in like form each signed by one or more requisitionists.
- (b) If the Chairman or Deputy Chairman as the case may be does not within seven (7) days from the date of the requisition being handed to him proceed to cause a meeting to be held the requisitionists or a majority of them may themselves convene the meeting but any meeting so convened shall not be held after three (3) weeks from the date of the requisition being handed to the Chairman or Deputy Chairman.
- (c) Seven (7) clear days before the day appointed for such meeting notice specifying the place date and hour thereof and the general nature of the business shall be sent by post to each Councillor at his usual place of address but non-receipt of this notice by any Councillor shall not invalidate the proceedings at the meeting.



## 11. COMMITTEES

The Council may form committees including Councillors and other persons of the wider community as they think fit to achieve the objects of the Association.

The Council may delegate any of its powers to a Councillor or a committee established by the Council or other persons who are reliable and competent in relation to the power so delegated.

Any Committee so formed or any delegate shall, in the exercise of the powers so delegated, conform to any directions that may be imposed on it or the delegate by the Council.

## 12. COMMITTEE CHAIRMEN

The Council shall appoint Chairmen of its Committees. If no such Chairman is appointed or if he is not present at the time appointed for holding the same the members present shall choose one of their number to be Chairman of such meeting.

## 13. MEETINGS OF COMMITTEES

A 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 and in case of an equality of votes the Chairman shall not have a second or casting vote.

## 14. VACATION OF OFFICE

A Councillor shall vacate his office:

- (a) if without leave obtained from the Council, he has been absent from three (3) consecutive meetings of the Council
- (b) upon death or resignation
- (c) upon becoming of unsound mind or a person whose estate is liable to be dealt with in any way under a law relating to mental health
- (d) upon becoming disqualified from managing a corporation under the Corporations Act
- (e) upon a conviction of a criminal offence
- (f) upon becoming unsuitable for child related employment

## 15. BY-LAWS

The Council shall have power from time to time to make repeal or alter all such BY-LAWS as to the Council shall seem expedient for carrying into effect the several provisions of this Constitution and the objects of the Association and particularly for meetings of the Council and the order of all things in and in connection with its schools and discipline thereof to the promotion of religion and learning.



## 16. RETIREMENT BENEFIT

The Council may at any time and from time to time in its discretion remunerate or grant to any person or persons who is or shall have been in the employment of or who shall have served the Association (and whether such employment or service shall have been in a full-time or part-time capacity) and who shall have retired or shall be about to retire from service or any person or persons whom the Council shall consider to be or to have been dependent on any such persons as aforesaid who shall have died, such lump sum or periodical gratuity annuity or benefit and whether revocable or not as a recognition of or reward for services which shall have been rendered and either by payment direct or by effecting assurance upon the life or for the benefit of any such person or persons or his or their dependents and may in its discretion create or set up any trust or fund for superannuation purposes or purposes analogous thereto or for any of the purposes hereby authorised and with power from time to time to cancel vary and amend any grant agreement for payment or trust in any lawful manner. The conferring of any benefit on any person in pursuance of this clause shall not prevent the Council in case of emergency re-employing or utilising the services of any person who shall have retired nor shall any such re-employment or utilisation of services prejudice any rights which shall have been conferred on any such person hereunder. Any periodical gratuity annuity or benefit granted by the Council hereunder may be made retrospective to any time prior to the time at which the Council decides to make any grant in pursuance of the provisions of this clause.

## 17. THE COMMON SEAL

The custody of the Common Seal may be entrusted to such person as the Council shall from time to time determine.

The Common Seal shall not be affixed to any documents except by order of the Council and in the presence of two (2) Councillors who shall attest the sealing. It is declared that the said order may be made at any time either before or after the affixing of the Seal.

## 18. AMENDMENTS

The Councillors may from time to time with the consent of the Presbyterian Church and the Uniting Church alter the Constitution of the Association. Either of such consents may be given before at the same time or after the resolutions of the Councillors.

## 19. CONTINUATION OF BY-LAWS

It is declared that any By-Laws or Standing Orders of the Association current and in existence shall continue in existence and remain in full force and effect until revoked amended or rescinded to the extent that they do not conflict with the Constitution.

## 20. INCOME AND PROPERTY

- (a) The income and property of the Association shall be used and applied solely for the promotion of the objects of the Association and no portion of the income or property will be distributed, paid or transferred by way of dividend, bonus or otherwise amongst its members.



- (b) On dissolution, the assets of the Association remaining after the satisfaction of all debts and liabilities shall be transferred to some institution having similar objects.

## INDEMNITY

### 21.1 Costs and Expenses

The Association shall indemnify each person:

- (a) who is or has been a Councillor or Officer of; or
- (b) who acts or has acted in a voluntary capacity for the benefit and with the authority (including, but not limited to, acting in accordance with a constitution approved by the Association) of the Association,

against a liability for costs and expenses incurred by that person as a Councillor, Officer or Volunteer (as the case may be) in prosecuting or defending any civil proceedings, unless those proceedings are found to have arisen from a wilful or reckless breach of duty or from conduct involving a lack of good faith or which is criminal. This indemnity will not apply in respect of costs and expenses incurred by a Councillor, Officer or Volunteer (as the case may be) in prosecuting civil proceedings unless the commencement of those proceedings has the prior written consent of the Association.

### 21.2 Liabilities to Third Parties

The Association shall indemnify each person:

- (a) who is or has been a Councillor or Officer of; or
- (b) who acts or has acted in a voluntary capacity for the benefit and with the authority (including, but not limited to, acting in accordance with a constitution approved by the Association) of the Association,

against a liability incurred by that person as a Councillor, Officer or Volunteer (as the case may be), except a liability which arises from a wilful or reckless breach of duty or from conduct involving a lack of good faith or which is criminal. This indemnity will not apply in respect of a liability incurred by a Councillor or Officer to the Association or a related body corporate of the Association.

### 21.3 Insurance

The Association shall maintain a policy of insurance insuring each person:

- (a) who is or has been a Councillor or Officer of; or
- (b) who acts or has acted in a voluntary capacity for the benefit and with the authority (including, but not limited to, acting in accordance with a constitution approved by the Association) of the Association,

against:



- (c) a liability for costs and expenses incurred by the person in defending civil or criminal proceedings arising out of the person's conduct as a Councillor, Officer or Volunteer (as the case may be); and
- (d) any other liability incurred by the Councillor, Officer or Volunteer (as the case may be) acting in that capacity,

except a liability which arises from conduct that involves a wilful or reckless breach of duty or from conduct involving a lack of good faith or which is criminal.

#### 21.4 Definitions

For the purposes of this Rule 21:

- (a) 'Councillor' means a person who is or has been a member of the Council of the Association, or, is or has been appointed by the Council as a member of a school council;
- (b) 'Officer' includes a person who has a role in the day- to- day management or affairs of the Association ;
- (c) 'P&F' means an association of parents and friends approved by the Association;
- (d) 'related body corporate' has the meaning set out in the *Corporations Act 2001*; and
- (e) 'Volunteer' means a person who is or has been a member of a P&F, a P&F committee, a P&F sub-committee, a support group committee that exists from time to time, a member of an accredited past students association, or, is or has acted in a voluntary capacity for the benefit of a P&F, a school or the association for which the person may or may not have received pecuniary consideration.