

# CONSTITUTION

of the

## Parents, Teachers & Friends Association

of

## Raphael House Rudolf Steiner School

### 1. PREAMBLE

This is the *Constitution* of the Parents, Teachers and Friends Association of Raphael House Rudolf Steiner School in Lower Hutt, New Zealand whose aims are;

- 1.1. to provide moral and material support to the school in its endeavour to offer Waldorf education in present day New Zealand society and;
- 1.2. to provide representation, support and advocacy for parents, guardians and caregivers of students in the school community.

### 2. OBJECTIVES

The objectives of the *Association* shall be:

- 2.1. to promote close co-operation and good communication within the *School* Community and;
- 2.2. to study and discuss matters relating to Anthroposophy, Waldorf Education and the *Special Character* of the *School*, as well as the welfare of its Students and;
- 2.3. to engage in activities which support and advance the *Special Character* of the *School* and the welfare and education of its Students and;
- 2.4. to engage in educational activities which help the *School* Community to better understand Waldorf education and;
- 2.5. to engage in activities to foster a cohesive *School* Community and;
- 2.6. to help raise and donate funds for the benefit of the *School* and its Students and;
- 2.7. to support *Parents* of enrolled students in the *School* Community who may be experiencing hardship or need and;
- 2.8. to support the *School's* responsiveness to Maori.

### 3. DEFINITIONS

The following terms used in this *Constitution* shall have the meanings set out as follows;

- 3.1. *Constitution* means the Constitution of the Parents, Teachers & Friends Association of Raphael House Rudolf Steiner School.

- 3.2. *Association* means the Parents, Teachers & Friends Association of Raphael House Rudolf Steiner School.
- 3.3. *Rules* mean the rules of the Parents, Teachers & Friends Association of Raphael House Rudolf Steiner School.
- 3.4. *Committee* means the elected body of the *Association* as described in Clause 5 below.
- 3.5. *Committee Meeting* means a meeting of the *Committee* called in accordance with clause 7.1 below.
- 3.6. *Annual General Meeting* means an Annual General Meeting of the *Association* called in accordance with clause 8.1 below.
- 3.7. *Special General Meeting* means a Special General Meeting of the *Association* called in accordance with clause 9.1 below.
- 3.8. *Notice Board(s)* means the notice boards normally used for official school notices including the Upper and Lower School Notice Boards as well as electronic notice boards.
- 3.9. *School* means Raphael House Rudolf Steiner School.
- 3.10. *Parent* means a Parent, Guardian or Caregiver of an enrolled Student at *School*.
- 3.11. *Caregiver* means a member of the household who is over 20 years of age and who gives more care to the child or children than any other person.
- 3.12. *Teacher(s)* means any current full time or part time employee of the *School* having direct contact with Students for the purposes of education.
- 3.13. *Friend* means a Staff Member, a past parent or other interested adult, e.g. a member of the Anthroposophical Society, the Christian Community or other group inspired by the work of Rudolf Steiner or an extended family member who has a supportive relationship to a child enrolled at the *School*.
- 3.14. *Bush Telegraph* means the weekly news magazine of the same name that is sent home with the Students of the *School* or emailed giving news of *School* events.
- 3.15. *Special Character* means the application of the principles of Waldorf Education in the context of a State Integrated School in New Zealand.

#### **4. MEMBERSHIP**

- 4.1. Any listed *Parent* of a child enrolled at the *School* or current *Teacher* is automatically a member of the *Association*. *Friends* of the *School* may become members of the *Association* on application to the *Committee*.
- 4.2. Only *Parents* of enrolled students are voting members of the *Association*.
- 4.3. The *Committee* may for good reason propose the exclusion or removal of any person or member from membership of the *Association* or from attending an event whose presence is deemed a danger to the *School*, its students, staff or parents.

- 4.4. Removal is not effective until the member concerned has been notified in writing of the proposal and his/her right to respond within 21 days and the matter has been considered by the *Committee* in light of any representations made.
- 4.5. Membership is terminated if;
- the member's children are no longer on the school roll
  - the member dies
  - the member resigns, giving written notice to the Association

## 5. COMMITTEE MEMBERSHIP

- 5.1. The *Committee* shall consist of *Parent* members of the *Association* (who are not members of other *School Governance* or *Management Bodies*) being nominated and duly elected to the *Committee*.
- 5.2. All *Committee* members shall be elected at the *Annual General Meeting* and shall hold office until the next *Annual General Meeting* when they shall stand down. Incumbent *Committee* members shall be eligible for re-election. Newly elected *Committee* members will take office immediately upon their election.
- 5.3. Should a vacancy on the *Committee* occur, the *Committee* shall notify members of the *Association* in writing within 21 days of the vacancy occurring.
- 5.4. The *Committee* may co-opt any eligible member of the *Association* to fill the vacancy occurring, providing that members of the *Association* are notified in writing of the proposed co-opted member.
- 5.5. The proposed co-opted member shall be deemed co-opted to the *Committee* after 21 days of such notification unless 10% or more of members of *Association* call for the by-election of a new *Committee* member.
- 5.6. The number of Co-opted *Committee* members shall not exceed more than 50% of the total number of *Committee* members.
- 5.7. The co-opted members shall stand down at each *Annual General Meeting* but shall be eligible for election.
- 5.8. The *Committee* will invite the College of Teachers to nominate a *Teacher Representative* to be a member of the *Committee*.
- 5.9. Only members of the *Committee* and the *Teacher Representative* shall have voting rights.
- 5.10. *Committee* members must agree to abide by the *Rules* and Code of Conduct.
- 5.11. Meetings of the *Committee* shall be held monthly or as required in the opinion of the Chairperson.
- 5.12. A member of the *Committee* failing to attend three consecutive meetings without apology will be deemed to have retired from the *Committee*.
- 5.13. Minutes of *Committee* meetings shall be available in the Parent Library or upon request from the *Committee Secretary*.

## 6. OFFICE BEARERS:

- 6.1. The *Committee* shall consist of;
- a Chairperson;
  - a Deputy Chairperson,
  - a Secretary
  - a Treasurer
  - a *Teacher* Representative (if nominated) and
  - no less than two and no more than four other *Parent* Members of the *Association*;
- 6.2. The Office Bearers will be elected by the *Committee* at the first meeting of the *Committee* after their election.
- 6.3. Should an Officer resign during the year there will be an election for a replacement at the next monthly meeting.

## 7. Committee Meetings

- 7.1. Notice of *Committee* meetings shall be given to each *Committee* member by e-mail and/or by telephone from the Chairperson. Notice to the *Association* members shall be posted on the *School Notice Boards* and included in the *Bush Telegraph* giving 14 days notice.
- 7.2. Meetings of the *Committee* shall be held monthly or as required in the opinion of the Chairperson. A *Committee* meeting may be requested by any two members of the *Committee*.
- 7.3. At all meetings of the *Committee*, a quorum shall be no less than a half of the current sitting *Committee* members plus one additional *Committee* member.
- 7.4. All decisions will, if possible, be decided by consensus. However, where a consensus decision cannot be reached on a matter, the decision will be made by a simple majority vote of those *Committee* members present.
- 7.5. Each *Committee* member shall have one vote and resolutions shall be passed by a simple majority vote of those *Committee* members present. The Chairperson shall have both a deliberative and a casting vote. The Chairperson's casting vote shall be used only in the event of a tie.
- 7.6. At each *Committee* meeting the Secretary, or in the Secretary's absence, a person nominated to the task shall be responsible for keeping accurate minutes. These minutes shall be made available to any member of the *Association* upon request after they are approved at the following month's meeting. Minutes will also be available in the Parent Library.
- 7.7. *Committee* meetings are open for *Association* members to attend as observers. *Association* members may be given the right to speak at the end of the meeting in accordance with the *Rules*.
- 7.8. *Association* members shall not have voting rights at *Committee* meetings.
- 7.9. The following powers are available to the *Committee* to help run the *Association*;

7.9.1. To delegate any functions of the *Committee* to sub-committees. These must consist of two or more persons appointed by the *Committee* but at least one member of every sub-committee must be a committee member. All sub-committee proceedings must be promptly reported to the *Committee*.

7.9.2. To make *Rules* consistent with this *Constitution* about the *Committee* and sub-committees, to govern proceedings at General meetings and generally about the running of the *Association* including the operation of bank accounts and the commitment of funds.

## **8. ANNUAL GENERAL MEETINGS:**

8.1. The *Annual General Meeting* of the *Association* shall be held no later than July of each year; *Association* members will be notified in advance. The notice calling the *Annual General Meeting* shall be given by placing an advertisement in the appropriate issue of the *Bush Telegraph* and local newspaper notifying the date and the nature of the business to be considered at least 21 days prior to the *Annual General Meeting*.

8.2. At the *Annual General Meeting* of the *Association* a quorum shall be not less than 20 members of the *Association*.

8.3. At the *Annual General Meeting* of the *Association* the following matters shall be considered by the members:

- Minutes of previous *Annual General Meeting*.
- Annual Report of the Chairperson.
- Annual Financial Statements of the previous financial year.
- Appointment of an accountant or someone with the appropriate knowledge of accounting matters for the ensuing year.
- Any draft resolutions submitted by *Association* members in writing.
- General Business.
- Outgoing *Committee* members.
- Election of new *Committee* members.

8.4. The *Annual General Meeting* will be chaired by the current Chairperson of the *Committee*. In the absence of the Chairperson the meeting will be chaired by the Deputy Chairperson.

8.5. All decisions will, if possible, be decided by consensus. However, where a consensus decision cannot be reached on a matter, the decision will be made by a majority vote.

8.6. Only current *Parent* members will be eligible to vote.

8.7. Voting will be by a show of hands unless members indicate an alternative preference or the voting is too close to call. If any member of the *Association* requests a secret ballot on any vote, a secret ballot will be held.

8.8. If voting is tied, the Chairperson will have a casting vote.

## **9. SPECIAL GENERAL MEETINGS**

9.1. *Special General Meetings* may be called by the *Committee* or by a written request

made by no less than ten (10) members of the *Association* and delivered to the Secretary specifying the business proposed to be discussed. Where a *Special General Meeting* has been called it will be held within thirty (30) days of the delivery of that request to the Secretary.

- 9.2. A *Special General Meeting* will only consider business related to the reason(s) for which it is called and as notified to the members.
- 9.3. At a *Special General Meeting* of the *Association* a quorum shall be not less than 20 members of the *Association*.
- 9.4. The *Special General Meeting* will be chaired by the current Chairperson of the *Committee*. In the absence of the Chairperson, the meeting will be chaired by the Deputy Chairperson.
- 9.5. All decisions will, if possible, be decided by consensus. However, where a consensus decision cannot be reached on a matter, the decision will be made by a majority vote.
- 9.6. Only current *Parent* members will be eligible to vote.
- 9.7. Voting will be by a show of hands unless members indicate an alternative preference or the voting is too close to call. If any member of the *Association* requests a secret ballot on any vote, a secret ballot will be held.
- 9.8. If voting is tied, the Chairperson will have a casting vote

## **10. FINANCE**

- 10.1. The funds of the *Association* shall consist of donations and any sums raised in the name of the *Association*. All monies shall be deposited in a bank account in the name of the *Association* at the earliest possible convenience. Cheques shall be drawn or withdrawals made against the signatures of two named *Committee* members of which at least one shall be the Treasurer.
- 10.2. Any income, benefit, or advantage must be used to advance the charitable purposes of the *Association*.
- 10.3. The *Committee* shall be responsible for ensuring that all property/money received by/for the *Association* shall be applied for the charitable aims of the *Association*.
- 10.4. No member of the *Association*, or anyone associated with a member, is allowed to take part in, or influence any decision made by the *Association* in respect of payments to, or on behalf of, that member or associated person.
- 10.5. Any payments made to a member of the *Association*, or person associated with a member, must be for goods or services that advance the charitable purpose and must be reasonable and relative to payments that would be made between unrelated parties.
- 10.6. The *Committee* may, at its discretion, expend its funds for the benefit of the school, or it may make donations of funds to the *School* Board of Trustees in accordance with the aims of the *Association* after dialogue with the Board of Trustees.

- 10.7. The Treasurer shall be responsible for keeping accurate records of the financial transactions of the *Association*. The books shall be brought to balance at least six weeks before the *Annual General Meeting*.
- 10.8. An Accountant, or someone familiar with financial matters, whose report shall appear as part of the Annual Financial Statements, shall carry out a 'Review of Engagement' and offer a certificate of 'Negative Assurance' if appropriate.
- 10.9. The financial year of the *Association* shall end on the last day of March in each calendar year.
- 10.10. The provision and effect of these clauses 10.1 - 10.10 inclusive shall not be removed from this *Constitution* and shall be included into any document replacing this *Constitution*.

## **11. ALTERATIONS OR CHANGES TO THE CONSTITUTION AND RULES**

- 11.1. Alterations, changes or additions to the *Constitution* must be made at either an *Annual General Meeting* or *Special General Meeting* of the *Association*. The proposed alterations, changes or additions shall be specified in the notice calling the meeting and shall be approved by not less than two thirds of those *Association* members present.
- 11.2. Alterations, changes or additions to the *Rules* may be made at a Meeting of the *Committee*. The proposed alterations, changes or additions shall be proposed and submitted by the *Committee* to members of the *Association* in writing calling for submissions with at least 21 days notice prior to their intended amendment and ratification by the *Committee*.
- 11.3. If more than 10% of *Association* members object to the proposed alterations, changes or additions in writing then the *Committee* must call a *Special General Meeting* for the purpose of making the said alterations, changes or additions in accordance with Clause 11.1 above.
- 11.4. No addition or changes to any of the personal benefits clause or winding up clause shall be approved without the Inland Revenue Department's written approval.
- 11.5. The provision and effect of these clauses 11.1 - 11.4 inclusive shall not be removed from this *Constitution* and shall be included into any document replacing this *Constitution*.

## **12. WINDING UP**

- 12.1. The *Association* may be wound up by resolution to this effect which must be passed by a two-thirds majority of *Association* members present at a *Special General Meeting* called for this purpose. Any surplus assets after all liabilities have been paid will be disposed of for;
  - Charitable purposes to relieve poverty by directing help to people in the School Community who are in need and suffering genuine hardship and/or
  - Charitable purposes by advancing the education of students at Raphael House Rudolf Steiner School by providing books, equipment and educational aids and/or
  - The Taruna Teachers Charitable Education Fund.
- 12.2. No assets may be applied for or to the personal benefit of any *Committee* member.

**13. THE CONSTITUTION**

13.1. The *Constitution* shall be dated and shall be deemed to come into force immediately following its approval at the inaugural General Meeting of the *Association* and shall be binding on all members until amended or until the *Association* is wound up as prescribed in clauses 9 (nine) and 12 (twelve).

We the undersigned, agree to the formation of the Parents, Teachers & Friends Association of Raphael House Rudolf Steiner School and hereby adopt the *Constitution* this \_\_\_\_\_ day of \_\_\_\_\_ year \_\_\_\_\_.

Signed;

Name and Signature

1. _____	11. _____
2. _____	12. _____
3. _____	13. _____
4. _____	14. _____
5. _____	15. _____
6. _____	16. _____
7. _____	17. _____
8. _____	18. _____
9. _____	19. _____
10. _____	20. _____