

**THE NAPIER FREE KINDERGARTEN ASSOCIATION
(INCORPORATED)**

CONSTITUTION & RULES

(amended 11 April 2018)

1 NAME

The name of the Association shall be "**The Napier Free Kindergarten Association (Incorporated)**" hereinafter referred to as "the Association".

2 REGISTERED OFFICE

The registered office of the Association shall be at such place as the Board of Trustees of the Association shall from time to time determine. Due notice of every change of place of the registered office shall be given to the Register of Incorporated Societies.

3 OBJECTS

The objects for which the Association is established are:

- 3.1 To provide, promote and further education in all its forms for the benefit of young children within New Zealand/Aotearoa.
- 3.2 To operate Free Kindergartens within Napier and its surrounding districts.
- 3.3 To establish new kindergartens from time to time, as required.
- 3.4 To do all things which shall be thought to be conducive to the carrying out of the above objectives and the furtherance of Early Childhood Education in accordance with the Charter.

4 DEFINITIONS

"Association" means the Napier Free Kindergarten Association Incorporated.

"Advisory Group" means a group formed through the terms and references set by the Board for the purpose of consultation and feedback on Association matters.

"Board" means the properly elected or co-opted Board of Trustees of the Association (including for the avoidance of doubt the Elected Staff Board Member), who shall have the role of Governance and shall set policy and in doing so shall have regard to the Charter.

"Board Meeting" means a meeting of the Board.

"Board Member" means a person properly elected or appointed to the Board pursuant to this Constitution and, for the avoidance of doubt, includes the Elected Staff Board Member.

"Chairperson" means any person appointed to act as the chairperson in any meeting.

"Charter" means the agreement between the Association and the Minister of Education dated 1991 defining the relationship between the Association and the Minister and setting out the standards of operation of the Association and shall include any alterations made to such agreement.

"Committee Member" means any person who is a member of any Standing, Establishment or Local Committee.

"Education Manager" means a person employed by the Association to provide support and advice on professional matters to teachers and management.

"Elected Staff Board Member" means an Association employee with full speaking and voting rights at all Board and General Meetings, elected bi annually or from time to time by Association employees (excluding Board Members and Ex-Officio Officers of the Board who cannot be elected or vote on the election).

"Establishment Committee" means a committee which acts in conjunction with the Board to fundraise and establish a new kindergarten or service in line with Association policies.

"Ex-Officio Officer of the Board" means the Association General Manager, Finance Manager and Education Manager(s).

"Extraordinary Contribution" in respect of a Life Member means a Parent Member, Board Member or former Association employee who has demonstrated a combination of two or more of the following: dedication to the objectives of the association, a high level of commitment and involvement in the Association, genuine interest in the significance and value of early childhood education or all Association kindergarten communities, endeavours on behalf of the Association above and beyond normal expectations, they have been inspired and inspiring, they are held in high regard by groups within the Association, their endeavours have benefited the Association, or their service to the Association has been outstanding.

"Finance Manager" means any person, company or business organisation employed by the Association for the purpose of administering the Association's finances.

"Financial Year" means the financial year of the Association and shall be from the 1st day January in one year to the 31st day of December in the same year.

"Free Kindergarten" means a kindergarten free from discrimination and, subject to places being available, accessible to any children between the ages of 2 and 6, regardless of their race, creed, colour, physical or mental ability, or parents/whanau's ability to pay.

"General Manager" means a person employed by the Association under that title for the purposes of managing the day to day operations of the Association on such terms and conditions as set out by the Board in accordance with the Association policies and/or by the terms of his/her employment agreement.

"General Meeting" means an Annual General Meeting provided for in Clause 7 or an Extraordinary Meeting provided for in Clause 8.

"In Committee Meeting" means that part of a Board Meeting held according to the procedures set out in Clause 26.4.

"Kindergarten Community" shall comprise the employees, parents, caregivers and whanau of a local kindergarten.

"Life Member" means a person who has been awarded life membership in recognition of their services to the Association.

"Local Committee" means those members of a Kindergarten Community who undertake, in line with Association policies and guidelines, such responsibilities as may from time to time be delegated by the Board. A Local Committee may or may not refer to itself as a Local Committee.

"Member" means any Parent Member, Board Member or Life Member

"Parent Member" means any parents, guardians or designated parental caregivers who currently have a child on the roll or waiting list of an Association Kindergarten or are members of any Local Committee but excludes any employees of the Association.

"President" means the Board Member elected to such a position by the Board.

"Quorum" – the minimum number of appropriate people required to be present at meetings in order for any valid business to be transacted.

"Standing Committee" means any committee formed under Clause 13.6.

“Vice President” means the person elected to such a position pursuant to Clause 13.4.2

5 MEMBERSHIP

- 5.1 The membership of the Association shall comprise Parent Members, Board Members and Life Members.
- 5.2 Each Member shall be entitled to attend and have one vote at all General Meetings.
- 5.3 If the Board considers that the past or present conduct of any Board or Committee Member endangers the character, good order or welfare of the Association that person will be dealt with under the Associations’ policies.
- 5.4 Any Parent Member or Life Member may resign with immediate effect by giving written notice to the Board.
- 5.5 For the avoidance of doubt any Parent Member of the Association shall be deemed to have ceased membership when they no longer meet the definition of a Parent Member in Clause 4.
- 5.6 A Board Member may resign after the notice period in Clause 5.8 is served.
- 5.7 Any Member shall, with the approval of the Board, be entitled:
 - 5.7.1 to hold any office or position of profit in the Association; or
 - 5.7.2 act as professional advisor for profit and/or may contract with the Association,Provided that:
 - 5.7.3 he/she discloses his/her interest in any contract and
 - 5.7.4 shall not vote in regard to the appointment to any office or in respect of any contract in which he/she is interested and
 - 5.7.5 any profit shall be reasonable and relative to that which would be paid in an arms length transaction (being the open market value).
- 5.8 Any Board Member shall vacate his/her office if:
 - 5.8.1 He/she is absent from three (3) consecutive meetings of the Board without leave of the Board
 - 5.8.2 He/she resigns by giving two (2) months notice in writing to the Board
 - 5.8.3 He/she is otherwise removed by the Board

6 QUORUM

- 6.1 No business shall be transacted at any General Meeting or Board Meeting of the Association unless a Quorum of Members who are eligible to vote is present at the time the meeting proceeds to business.
- 6.2 The Quorum for any General Meeting shall be twenty (20) except in the event of winding up the Association for which the Quorum shall be fifteen (15).
- 6.3 The Quorum for any Board Meeting shall be five (5).
- 6.4 The Quorum for any In Committee Meeting shall be four (4).
- 6.5 If, within half an hour from the time appointed for any meeting, a Quorum is not present, the meeting, if an Extraordinary Meeting, shall be dissolved. In any other case it shall stand adjourned for fourteen (14) days at the same time and place or to such other time and place as notified by the Board Chairperson.

7 ANNUAL GENERAL MEETING

- 7.1 An Annual General Meeting of the Association shall be held during the month of April in each year at such time and place as shall be determined by the Board. At least fourteen (14) days notice of such Annual General Meeting, stating the nature of the business to be brought before the Annual General Meeting, shall be given by at least two (2) advertisements in a public newspaper circulating in the Napier district.
- 7.2 The following business will be transacted at the Annual General Meeting:
- 7.2.1 Receipt and consideration of the annual reports of the Board.
 - 7.2.2 Receipt and consideration of the audited annual financial statement from the Finance Manager.
 - 7.2.3 Election of Board Members to fill vacant Board positions (if any).
 - 7.2.4 Announcement of the Elected Staff Board Member who has been elected pursuant to Clause 12.
 - 7.2.5 Presentation of any Life Memberships that may have been conferred pursuant to Clause 16 by the Board prior to the Annual General Meeting.
 - 7.2.6 Consideration of any such other business as may be accepted by permission of the majority of Members present and with the power to vote at such meeting, provided that the Board Chairperson in his/her absolute discretion may at any time terminate discussion of any matter which has been accepted.
 - 7.2.7 Each Member and Association employee present shall have speaking rights and any other person present may be granted speaking rights by the Chairperson at his/her discretion.

8 EXTRAORDINARY GENERAL MEETING

- 8.1 The Board may, whenever it thinks fit, and shall, within thirty (30) days, on requisition in writing by any ten (10) or more Members, convene an Extraordinary General Meeting and the following shall apply:
- 8.1.1 At least seven (7) days notice, specifying the place and hour of any Extraordinary General Meeting and the purpose and nature of the business for which it is to be held, shall be given either by at least two (2) advertisements in a public newspaper circulating in the Napier District, or by notice sent by post to each Member of the Association who is qualified to vote.
 - 8.1.2 Extraordinary General Meetings can be for the purpose of disseminating information on and discussing matters relevant to the business of kindergartens and the Association.
 - 8.1.3 Each Member and employee present shall have speaking rights, and any other person present may be granted speaking rights by the Chairperson at his/her discretion.
 - 8.1.4 Members may place a motion of no confidence against the Board which shall take effect by a vote of no less than 75% of those Members present. In the event of a vote of no confidence the Board is immediately dismissed and the following shall apply:
 - 8.1.4.1 In the event of a vote of no confidence pursuant to Clause 8.3 the General Manager shall be deemed to be operating within his/her delegated authority for up to 30 days, during which time an interim Board is to be convened of sufficient membership to achieve a Quorum. The interim Board shall remain in place until a new Board is elected at the next Annual General Meeting.

8.1.4.2 An interim Board shall be convened by way of election of interim Board Members at that Extraordinary General Meeting or at a later Extraordinary Meeting convened for that purpose within 30 days. Nominees must have a proposer and a seconder who are Members. Nominations may be taken from the floor.

9 VOTING AT ALL MEETINGS

- 9.1 Voting at General Meetings shall be conducted in the following way:
- 9.1.1 Each Member present shall be entitled to one vote.
 - 9.1.2 The Chairperson shall determine whether there is a Quorum at the beginning of each General Meeting and the voting numbers of those present.
 - 9.1.3 The mode of voting at all General Meetings shall be by show of hands, voice or, on demand of any three (3) Members entitled to vote, by poll.
 - 9.1.4 In the event of a poll, all voting papers will be collated at the General Meeting by two (2) scrutineers who are nominated on the night from the attendees of the meeting. The results of the poll will then be delivered by the Chairperson to the meeting attendees.
 - 9.1.5 Voting for elected Board positions shall still occur in accordance with clauses 9.7 to 9.15.
- 9.2 At all meetings the Chairperson shall have one vote, and shall in the case of equality, have a casting vote.
- 9.3 Voting at meetings shall be by a simple majority which shall be determined on the voices or show of hands or by poll, save where a higher percentage is required pursuant to this Constitution.
- 9.4 The Chairperson at any meeting shall declare whether any resolution submitted at such meeting has been carried or by a particular majority, lost. An entry to that effect in the Minute Book of the Association shall be conclusive evidence to the fact. In the case of Board Meetings the number of votes recorded in favour or against the resolution shall also be recorded.
- 9.5 Where the failure to achieve a Quorum at any Board Meeting means a vote cannot be taken, and the matter to be voted on cannot be delayed to another meeting, electronic or written votes may be accepted, with the majority being determined as per Clause 9.2 and 9.3. Such votes must be retained as a matter of record.
- 9.6 Any elected or co opted Board Member, including, for the avoidance of doubt, the Elected Staff Board Member, shall vote in accordance with their opinion on any matter.
- 9.7 Voting for elected Board positions (excluding the Elected Staff Board Member Position) shall occur by way of a written poll that occurs on the day of the General Meeting and shall be undertaken in the manner prescribed in clauses 9.8 to 9.15.
- 9.8 Members may cast a written poll vote on the election of a Board Member nominee if they:
- 9.8.1 are present at the General Meeting OR
 - 9.8.2 reside in the community of Wairoa and their child attends or is on the waiting list to attend a kindergarten in Wairoa
- 9.9 Casting and counting of written poll votes shall occur in the following manner:
- 9.9.1 Members present at the General Meeting shall cast their votes during the meeting.
 - 9.9.2 Members eligible to vote under clause 9.8.2 shall cast their votes at the kindergarten their child is enrolled at or on the waiting list of, during the session times the kindergarten is open and no later than 30 minutes after the session ends.
 - 9.9.3 Votes cast at the General Meeting and kindergartens shall be secured until they are counted.
 - 9.9.4 Counting of votes shall occur on the first business day after the General Meeting.
 - 9.9.5 The counting of votes shall be undertaken by nominated scrutineers appointed at

the General Meeting and the outcome(s) relayed to the General Manager.
9.9.5.1 In the event the General Manager is unavailable the Meeting Chair shall Appoint another person to receive the voting outcome(s).

- 9.10 A person will only be elected to the Board if they receive at least half of the votes received of those members:
9.10.1 present at the General Meeting and
9.10.2 those Wairoa based members eligible to vote under 9.8.2 who have cast a vote.
- 9.11 In determining the total votes received any abstention(s) from voting will not be included.
- 9.12 In the event of a voting tie, the Meeting Chair shall have a casting vote which is made on the first business day after the General Meeting.
9.12.1 If the Meeting Chair is one of those to whom the tie relates, a casting vote shall be made by another Board Member nominated by the Board prior to the General Meeting.
- 9.13 The General Manager shall electronically announce the names of the nominee(s) elected to a Board position on the first business day after the General Meeting.
9.13.1 If a person other the General Manager has been appointed to receive the voting outcome(s) pursuant to 9.9.5.1, that person shall electronically announce the names of the nominee(s) elected to a Board position.
- 9.14 The written votes shall be securely destroyed after the announcement of the elected Board Member(s) has been made.
- 9.15 Voting for elected Board positions shall still occur, even if fewer nominations have been received than positions available.

10 CHAIRPERSON OF GENERAL MEETINGS

- 10.1 At all General Meetings the President or, in his/her absence the Vice President, shall preside as Chairperson but should neither of these officers be present the Chair shall be taken by a Board Member or by a Member appointed by simple majority of the Members present and entitled to vote.

11 ADJOURNMENT

- 11.1 The Chairperson of any meeting properly convened may, with the simple majority consent of the meeting, adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

12 NOMINATIONS FOR ELECTION OF BOARD MEMBERS

- 12.1 Nominations for available Board positions are to be called for at least thirty (30) days prior to the Annual General Meeting and nominations must be received no later than fourteen (14) days prior to the date of the Annual General Meeting.
- 12.2 Each nomination received must be:
12.2.1 on the prescribed form,
12.2.2 have a nominator who is a Member of the Association and a seconder who is a Board Member:
12.2.3 be signed by the nominee, the nominator and the seconder.
- 12.3 Nominees may, but need not be, Parent or Life Members or existing Board Members (including for the avoidance of doubt the Immediate Past President but excluding the Elected Staff Board Member) but may not be Association employees.

- 12.4 Nominations received will be disseminated to Members no later than seven (7) days prior to the date of the Annual General Meeting.
- 12.5 Nominees must, at the time of nomination, agree to sign a criminal disclosure authority. If, following election, the criminal disclosure identifies a concern with the nominee, the Board may remove them from their position on the Board, under the provisions of Clause 5.3
- 12.6 Nominations will not be accepted from the floor at the Annual General Meeting.
- 12.7 Nominations for the position of Elected Staff Board Member will be invited no less than thirty (30) days prior to the Annual General Meeting.
- 12.8 Nominations for the Elected Staff Board Member may be received from and in relation to:
 - 12.8.1 any Association employee, excluding casual employees, Board Members (other than the current Elected Staff Board Member) and Ex-Officio Officers of the Board; and
 - 12.8.2 must be received in writing on the prescribed form.
- 12.9 Elected Staff Board Members shall be eligible for re-election.
- 12.10 Nominations received shall be forwarded to all Association kindergartens and work sites no later than fourteen (14) days prior to the Annual General Meeting.
- 12.11 Each Association employee (including for the avoidance of doubt long term relievers), excluding casual employees and Ex-Officio Officers of the Board, shall be entitled to vote for the Elected Staff Board Member.
- 12.12 Election of the Elected Staff Board Member shall be by way of a simple majority of valid postal or electronic ballot votes received prior to the date of the Annual General Meeting.

13 BOARD

- 13.1 There shall be at any one time a Board comprising a maximum of nine (9) people, including an Elected Staff Board Member.
- 13.2 In the event of a casual vacancy or if, following elections, there remain Board vacancies, the Board may take appropriate steps, which may include calling an Extraordinary General Meeting, to invite expressions of interest/nominations and may co-opt new Board Members. Co-opted Board Members shall have full voting rights and may retain their position until the next Annual General Meeting, when they may stand for election.
- 13.3 The Board may continue to act, notwithstanding any vacancy, provided that the vacancy or vacancies do not prevent the Board from achieving a Quorum to conduct its meetings.
- 13.4 At the first Board Meeting held after the Annual General Meeting the Board shall:
 - 13.4.1 where the position has become vacant, elect a President for a two (2) year term; and
 - 13.4.2 elect a Vice President and Board Chairperson, such positions to be held until the following Annual General Meeting.
- 13.5 The Board shall have a minimum of six (6) Board Meetings in any one year and more at its discretion.
- 13.6 The Board shall ensure that at all times there is:
 - 13.6.1 A Standing Committee on Staffing which shall operate in accordance with

Association policies.

- 13.6.2 A Standing Committee on Appointments which shall operate in accordance with Association policies.
- 13.7 The Board may vote for the Immediate Past President to act in an advisory capacity for a maximum period of one year, should this be deemed to be in the best interests of the Board.
- 13.8 Meeting fees shall be paid to Board Members for all Board Meetings and Standing Committee meetings attended and in relation to any other Board business sanctioned by the Board, any variation to such fees must be passed by vote at any General Meeting.
- 13.9 Reimbursement for receipted expenses will be paid to Board Members in accordance with Association policy.
- 13.10 Save where Board Meetings become In Committee Meetings, Members and Association employees may attend Board Meetings and any other person may attend by invitation.
- 13.11 Non Board Members attending a Board Meeting shall not have speaking or voting rights, but may be granted speaking rights at the discretion of the majority of the Board Members present.
- 13.12 Any Board Member may place a motion of no confidence in the President.
- 13.13 The President shall immediately step down from the position in the event that a motion of no confidence in the President is passed by a two thirds (2/3) majority.
- 13.14 Where Clause 13.13 applies the Vice President shall assume the role of Acting President until such time as a new President is elected by the Board.
- 13.15 Upon election to the Board that Board member shall cease to belong to, or hold office in, their Local Committee and must work for the betterment of children in all kindergartens within the Association, save for the Elected Staff Board Member who may retain membership of their Local Committee.
- 13.16 The General Manager, Finance Manager and Education Manager(s) are Ex Officio Officers of the Board. They shall have the right to attend all meetings subject to Clause 26, be consulted and heard at such meetings and present the views of staff or Members as they may be requested to but shall have no voting rights.
- 13.17 Any Board Member shall declare any potential conflict of interest prior to discussion of the matter commencing. Where, in the opinion of the Board, a Board Member has a conflict of interest in any matter being considered by the Board, that Member shall have no right to vote on any motion in relation to that matter but may stay in the meeting and take part in any discussion on the matter.
- 13.18 The term of office for any Board Member, shall be two years commencing after the Annual General Meeting at which they were elected and ending at the end of the second Annual General Meeting following their election.

14 POWERS OF THE BOARD

- 14.1 Subject to the direction of the Members in a General Meeting, the policies of the Association shall be determined and the management and control of the affairs of the Association shall be vested in the Board. The Board shall exercise all powers and do all acts and things which may be exercised and done by the Association and which are not expressly directed or required to be exercised or done by the Association in a General Meeting.
- 14.2 Without prejudice to the general powers of the Board, it is hereby expressly directed that the Board shall be entrusted with and may exercise and perform all the following powers and duties:
- 14.2.1 From time to time take all steps and proceedings and do all acts and things which it considers advisable for carrying into effect the objects of the Association.

- 14.2.2 Subject always to employment law to appoint and employ and in its absolute discretion dismiss, remove or suspend such servants or agents as it may from time to time think fit, and determine duties and power of such servants or agents and to fix their salaries for emoluments and period of engagement.
- 14.2.3 To institute, conduct, defend, compound or abandon any actions, legal proceedings and demands by or against the Association or otherwise concerning the affairs of the Association.
- 14.2.4 To receive and sign and give effect to receipts and discharges for debentures, dividends or securities for money, debts, goods, chattels and effects which shall come into its hands or of which the Association or Board may become possessed or entitled to or which may become due payable or transferable to the Association or Board from any person or persons, corporation, company or Government.
- 14.2.5 From time to time to invest, control and deal with all or any of the funds or moneys of the Association in such manner as it shall think fit and from time to time in its absolute discretion to vary any such investment or realise the amount invested therein and to deposit or bank all or any of the funds or moneys of the Association in such Bank or Banks as the Board may from time to time determine and to withdraw such funds or moneys from time to time.
- 14.2.6 To draw, sign, accept, endorse or otherwise deal with cheques, dividends, warrants, interest notes, promissory notes or other instruments payable to the Association or the Board in such manner as the Board may think fit and to affix the Seal of the Association as herein provided by Clause 20 to all such documents, securities, contracts, transfers, conveyances, leases, bonds, debentures, assignments, deeds and instruments entered into and executed on its behalf as it may deem necessary or in relation to all the purposes, affairs or matters in which the Association may be interested or concerned.
- 14.2.7 It may in its absolute discretion appoint such properly elected Board Members or other such persons as it deems necessary to form a Committee, Standing Committee or Advisory Group for such purpose as the Board in its discretion shall determine.
- 14.2.8 Any Committee or Advisory Group, including Standing Committees appointed by the Board, shall have powers only as the Board from time to time determines and the Board may, at any time revoke, alter or extend such powers.
- 14.2.9 To form, amend or recinde such policies, by-laws, regulations and standing orders as may from time time to time be deemed necessary for the purpose of regulating the affairs of the Association, including powers and procedures of any Committee, Advisory Group or Standing Committee provided however that such policies, by-laws , regulations and standing orders are not inconsistent with these Rules.
- 14.2.10 All policies, by-laws, regulations and standing orders made, pursuant to Clause 14.2.9 shall be brought to the notice of Members by displaying the same in a conspicuous part of each kindergarten premises under the control of the Association at least one (1) calendar month before the same shall come into force.
- 14.2.11 From time to time to borrow or raise money and secure payment of the same or to procure payment of any money owing by the Association for the satisfaction or performance of an obligation or liability incurred or undertaken by the Association in such manner as the Association shall determine and in particular by the issue of debentures or any mortgage or charge of lien upon the whole or any part of the Association's property or assets whether present or future.

14.2.12 The Board may purchase, redeem or pay off security or securities. The Board may borrow from the Association bankers an overdraft or otherwise with or without security or securities provided however that no asset shall be pledged as security under the powers conferred by this clause if such an asset has been purchased either wholly or in part from funds obtained from the New Zealand Government specifically for that asset.

14.2.13 From time to time and for such period as it may think fit, to appoint honorary Solicitors and honorary Auditors and at any time in its absolute discretion to revoke any such appointment or appointments.

15 INDEMNIFICATION OF BOARD MEMBERS

15.1 Subject to Clause 15.2 the Board may indemnify Board Members of the Association:

15.1.1 For any costs that he or she incurs in any proceeding the relates to liability for any act done or omission made in his or her capacity as a Board Member of the Association and in which the Board Member is acquitted or judgment is given in his or her favour or which is discontinued; and

15.1.2 In respect of liability to any person other than the Association for any act done or omission made by a Board Member in his or her capacity as a Board Member of the Association, and all costs the Board Member incurs in defending or setting any claim or proceeding relating to any such liability; and this indemnity shall be subject to any limitations or terms contained in any deed or agreement from time to time in force between the Association and the Board Member relating to indemnities.

15.2 Any indemnity conferred by clause 15.1 shall not extend to any liability of the Board Member arising out of or in connection with:

15.2.1 gross negligence or willful default; or

15.2.3 willful or negligent failure to comply with any express instructions properly given by the Association or the Association's rules and objects;

15.2.4 material breach of his or her employment contract with the Association;

15.2.5 criminal liability;

15.2.6 breach of the duty to act in good faith and in the best interests of the Association; or

15.2.7 any other liability for which the giving of an indemnity is prohibited by law

16 METHOD OF APPOINTMENT OF A LIFE MEMBER

16.1 A nomination for Life Membership may be received by the Board, on a prescribed form, from any Member of the Association, at any time.

16.2 The Board will assess whether the nominee has made an Extraordinary Contribution.

16.3 If the Board determines the nominee has made an Extraordinary Contribution, the nomination will be forwarded, either electronically or by postal ballot, to each Board Member, Life Member and Kindergarten Community for the purpose of voting for or against the nomination, such votes to be received within 10 working days.

- 16.4 Each Board Member, Life Member and Kindergarten Community shall have one vote. Life Membership shall be conferred if fifty percent (50%) or more of the votes received are in favour of the appointment and if a Quorum of 12 votes is achieved.
- 16.5 If Life Membership is conferred, the recipient will be notified and invited to attend the next Annual General Meeting at which the Life Membership will be presented. If the recipient is unable to attend the Annual General Meeting the presentation of Life Membership shall be undertaken in whatever manner is deemed appropriate by the Board.

17 ASSOCIATION EMPLOYEES

- 17.1 There shall be at all times:
- 17.1.1 A General Manager;
 - 17.1.2 A Finance Manager; and
 - 17.1.3 At least one Education Manager,
- whose roles may be combined from time to time at the discretion of the Board.
- 17.2 The Board shall appoint the General Manager and fix his/her remuneration.
- 17.3 The duties of the General Manager shall be determined by the Board.
- 17.4 The duties of all Association employees shall be determined by the General Manager, where appropriate having regard to current Teachers', Head Teachers' and Senior Teachers' professional standards, job descriptions, and any other relevant legislation and/or Association policies.

18 FINANCIAL YEAR

- 18.1 The financial year of the Association shall be from the 1st day of January to the 31st day of December in the same year.

19 ACCOUNTS

- 19.1 The Finance Manager on behalf of the Association shall make the returns required by Section 23 of the Incorporated Societies Act 1908 or other such statutory provisions for the time being in force dealing with such Association or Societies.
- 19.2 All moneys and funds of the Association shall be kept in the name of the Association.
- 19.3 The Association's Bank accounts shall be operated by any two of the following:
- 19.3.1 the Finance Manager,
 - 19.3.2 the General Manager,
 - 19.3.3 and two Board Members appointed by the Board.

20 COMMON SEAL

- 20.1 The Association shall provide a Common Seal which shall be in the custody of the General Manager. The Seal shall not be fixed to any instrument except:
- 20.1.1 by the Board or as delegated by the Board to the General Manager
 - 20.1.2 in pursuance of Association business; and
 - 20.1.3 in the presence of a witness.

21 AUDIT

- 21.1 At least once in each and every year the accounts for the Association shall be examined and the correctness thereof and the balance sheet ascertained and certified by an Auditor. The Auditor shall be a member of and hold a practising certificate issued by the New Zealand Institute of Chartered Accountants.

22 ALTERATIONS TO CONSTITUTION

- 22.1 Any alteration, amendment, addition to or rescission of this Constitution and Rules shall be made only by resolution passed by a 75% majority of those Members entitled to vote and present at the General Meeting called for that purpose.
- 22.2 Notice of motion for alteration, amendment, addition or rescission of this Constitution and Rules shall be given by the General Manager by posting such notice to each Association kindergarten, not less than seven (7) days prior to a General Meeting.
- 22.3 Any such alteration shall be made in the manner prescribed by Section 21 of the Incorporated Societies Act 1908 and the Association shall register any such alteration as required and any statutory provision for the time being in force.

23 WINDING UP

- 23.1 The Association may be wound up voluntarily in the manner prescribed in Section 24 of the Incorporated Societies Act 1908.
- 23.2 Seven (7) days notice of the required General Meeting shall be given by advertisement inserted in a public newspaper circulating in the Napier District and written notice will be sent to each Association kindergarten. Every Member present at the General Meeting shall, by show of hands, or by poll, have one vote. Notwithstanding Clause 6 if within thirty (30) minutes from the time appointed for such a meeting a Quorum is not present, the persons then present may transact the business of that meeting as if they constituted a Quorum.

24 DISPOSAL OF SURPLUS FUNDS

- 24.1 If upon the winding up or dissolution of the Association, there remains after the satisfaction of all its liabilities any property, real or personal, the same shall be disposed of in such a manner as the Association in General Meeting shall decide provided however that any asset which has been purchased in whole or in part with Government funds provided specifically for that purpose shall not be disposed of without the consent of the Minister of Education and subject to such conditions as the Minister thinks fit, and provided however that any assets or property shall only be disposed of to some other charitable object or purpose within New Zealand.

25 ASSOCIATION NOT FOR PROFIT

- 25.1 The Association is not created for purposes of profit to its Members.
- 25.2 For the purpose of complying with the requirements of the Charities Act 2005 in maintaining the charitable status of the Association, no addition, amendment or alteration to this Constitution and Rules may be made which will in any way affect the charitable status of the Association. Provided, however, that should the Association decide to relinquish its charitable status this clause may be altered, added to or rescinded as per the voting provisions under Clause 9 in which case the General Manager will immediately advise the Charities Commission of such alteration or amendment.

26 ADMINISTRATION

- 26.1 The Board shall ensure that a brief agenda for any Board Meeting is disseminated to each Association Kindergarten at least three (3) days prior to such Board Meeting.
- 26.2 The Association shall record minutes of all General, Board, Standing Committee and In Committee Meetings.
- 26.3 A copy of the minutes of all General Meetings shall be forwarded to Members on request or as determined by the Board.

- 26.4 The Chairperson may move that a Board Meeting goes In Committee and, if seconded by a Board Member, the following shall apply:
 - 26.4.1 Ex Officio Members may attend by invitation of the Board
 - 26.4.2 All Board Members and Ex Officio Members of the Board who were present at any In Committee Meeting shall have access to In Committee information: and
 - 26.4.3 All other persons at the Board meeting shall be excluded and
 - 26.4.4 The Board may discuss the following issues In Committee:
 - (a) Staff appointments and/or staff contracts and salaries or collective bargaining information.
 - (b) Breaches of professionalism by Association Members or employees and/or potential disciplinary actions.
 - (c) Confidential information from the National Kindergarten organisation.
 - (d) Exceptional circumstances that may occur affecting the Association or a Kindergarten Community; and
 - 26.4.5 The Elected Staff Board Member may not attend any In Committee Meeting where collective bargaining information is considered.

27 INCORPORATED SOCIETIES ACT

- 27.1 The Association is bound by all provisions of the Incorporated Societies Act 1908 together with any amendments, and any other statutory provisions for the time being in force and applicable to the Association. Where any Rule herein contained is negated by any alteration or addition to any statutory provision for the time being in force, such statutory provision shall apply.

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Changes to the Rules for the Napier Free Kindergarten Association Inc endorsed by three Members of this Society:

President:
Date

Vice President:
Date

Board Member:
Date