

**King's Baptist Grammar School
Incorporated**

CONSTITUTION

Date: 23rd May 2023

**King's Baptist Grammar School Incorporated
CONSTITUTION**

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1. NAME

The name of the Incorporated Association shall be King's Baptist Grammar School Inc. ("hereinafter referred to as KBGS and/or the School").

2. INTERPRETATION AND DEFINITIONS

In this Constitution the following terms shall, unless the context otherwise requires, have the following meanings:

"ACNC" means the Australian Charities and Not-for-Profit Commission.

"ACNC Act" means the *Australian Charities and Not-for-profits Commission Act 2012* (Cth) as amended from time to time and includes any regulations made pursuant to that act.

"Act" means the *Associations Incorporations Act 1985* (SA) as amended from time to time and includes any regulations made pursuant to that act.

"Annual General Meeting" means the Annual General Meeting of Members of the Association called and conducted in accordance with Clause 9.1 herein contained.

"Auditor" means a finance, accounting and business professional who holds the suitable qualification and satisfies the requirements for an auditor under the Act and the ACNC Act (as applicable).

"Baptist Churches of SA" means Baptist Churches of South Australia Incorporated (ABN: 38 875 128 921)

"Baptist Churches of SA Assembly Board" means the Assembly Board formed by Baptist Churches of SA.

"Baptist Heritage" is defined by a Memorandum of Understanding established between the Baptist Churches of SA and KBGS.

"Board" means the committee of management established by Clause 11 in which the control and management of the School is vested.

"Board Member(s)", "Member(s) of the Board" and "Governors" are interchangeable terms and where each and any of them appears in this Constitution shall mean any person appointed to the Board and for the purposes of the ACNC is a Responsible Person as defined in the ACNC Act.

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"Chairperson" means the Chairperson of the Board appointed pursuant to Clause 11.7.1.1 herein contained.

"Consumer and Business Services" means any state government department which has the authority to administer the Act and carry out the services required to ensure compliance with the Act.

"ELC" means an Early Learning Centre established for the delivery of early childhood services and preschool education to families.

"Financial Year" means a period of twelve (12) Months prescribed under Clause 14.1.

"Honorary Life Member" means any person recognised by the Board as having contributed outstanding service to KBGS and who has consented to an election by the Board for such Membership.

"Interested Person" is any person who has contributed to KBGS or has demonstrated long term links and interests in the welfare, ethos and objectives of KBGS.

"KBC" means King's Baptist Church Incorporated (ABN: 23 645 943 187).

"KBGS" and "School" and "Association" are interchangeable terms and where each and any of them appears in this Constitution shall mean King's Baptist Grammar School Incorporated.

"KOSA" means King's Old Scholars Association.

"Mainstream Christian Church" means a Christian church subscribing to a statement of faith which is (in the opinion of the Board) aligned to the Statement of Faith set out in Clause 5.

"Mediator" means an independent person who holds valid accreditation and is a current member of LEADR Association of Dispute Resolvers, or any other such publicly recognised association, society or organisation formed for the purpose of providing suitably trained professionals in the area of Alternate Dispute Resolution.

"Meeting" shall mean a meeting of the Members or a Board Meeting as the context allows.

"Member" means a Member of the Association pursuant to Clause 8 herein contained.

"Membership" means membership of this Association.

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"Mission Statements" means the policies enacted by the Board that provide guidance as to the compliance with the Purpose of the School as outlined in Clause 4 herein contained.

"Month" shall mean a calendar month.

"Notice" has the meaning provided in Clause 7 herein contained.

"Officer" means any of the Board Members appointed pursuant to Clause 11.7 to hold an office as set out in Clause 11.7.1.

"Parent" means person/s that for the time being has/have the legal responsibility for the care and welfare of a student of KBGS.

"Principal" means the person appointed to the role of Principal of KBGS.

"Register of Members" means the paper or electronic record of the details of each Member of the Association both past and present.

"Registrar" means the person or persons appointed by the Board to assume responsibility for the maintenance of the Register of Members.

"Related Party" shall have the same meaning as defined in Australian Accounting Standards (AASB 124) Related Party Disclosures.

"School Records" means and includes any document or record of information reasonably required to correctly record and explain the transactions and financial position of the School (including but not limited to Meeting agendas and any reports referred to in or associated with those agendas) the Register of Members, Minutes of Meetings and any accounts or accounting records.

"Special General Meeting" means a Meeting called under Clause 9.2 herein contained.

"Special Resolution" means a Special Resolution as defined in the Act.

"Strategic Direction" means the strategies and plans formulated with the intent to facilitate the longevity of the School.

"Surplus Assets" means any assets of the School that remain after paying all debts and liabilities of the School, including the costs of winding up.

Any words importing the singular shall include the plural and vice versa.

Any word importing the masculine shall include the feminine and vice versa.

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3. ORIGINS

- 3.1.** King's Baptist Grammar School is an Independent co-educational ELC to Year 12 School founded upon Baptist Heritage.
- 3.2.** The School has its origins as a ministry of King's Baptist Church [formerly Tea Tree Gully Baptist Church] established in 1983.

4. PURPOSE

- 4.1.** King's Baptist Grammar School exists as a Christian school to provide high quality and comprehensive education and to create a Christian community where students can experience the love of God and have an opportunity to respond to him.
- 4.2.** The School is a not-for-profit organisation and resolves to achieve its purposes (which are advancing religion and advancing education) as outlined above in concordance with its obligations under the Act and the ACNC Act.

5. STATEMENT OF FAITH

This Statement of Faith informs and underpins our objects, Purpose and Membership faith ethos:

- 5.1.** We believe that Jesus Christ is Lord and salvation is only through Him. And we confess our faith in Him as our Lord. We affirm the need for personal, experiential faith in Jesus Christ and formative discipleship into his likeness.
- 5.2.** We believe that Jesus of Nazareth reveals God to us through his birth, life, ministry, death, bodily resurrection, ascension and the promise of his return. Because of this revelation we confess faith in one God as Father, Son, and Holy Spirit.
- 5.3.** Our final authority in faith and practice is Jesus Christ, as revealed in Scripture and present among his people through the Holy Spirit. We recognise the Scriptures of the Old and New Testaments, interpreted under the leadership of the Holy Spirit and in the community of God's people, as the primary authority for knowing God's revelation in Christ.
- 5.4.** We believe that every believer in Jesus Christ is called to witness, with love and compassion, to the Lordship of Jesus.

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- 5.5.** We affirm the 'priesthood of all believers' in which the only mediator between God and humanity is Jesus Christ. We affirm the gift of the Holy Spirit to all God's people and so we recognise that everyone in the school community has a role to play using their God- given gifts, skills and talents for the good of the community in the service of God's mission.
- 5.6.** We are a people of hope, believing that ultimately God will bring all things to 'perfection'.

6. POWERS

The School shall have all powers conferred by Section 25 of the Act including but not limited to the following and to the extent permitted by law have any additional powers set out hereunder to:

- 6.1.** spend money and do all other things that it considers necessary or desirable to promote and further the Purpose;
- 6.2.** purchase, acquire, hire, take on lease or in exchange lands, buildings, easements and all other property whether real or personal;
- 6.3.** demise, encumber, mortgage, lease or grant a licence or easement over any land building or other realty;
- 6.4.** enter into any arrangement with any government or authority that seems conducive to the Purpose, obtain from the government or authority any right, privilege or concession that the School thinks it desirable to obtain and carry out, exercise and comply with any of those arrangements, rights, privileges and concessions;
- 6.5.** receive gifts, donations and bequests to establish funds for carrying out the Purpose, acquire and receive grants, donations and concessions of any property whether real or personal from any body, organisation, government authority or person;
- 6.6.** decline or otherwise refuse to accept any gift (by will or otherwise) donation, settlement or other disposition of money or property where the terms or conditions attached are deemed inconsistent with the Purpose or otherwise deemed unreasonably onerous or restrictive;
- 6.7.** to grant scholarships, concessions and reduction of fees and or subscriptions;
- 6.8.** sell, invest from time to time, dispose of, give, exchange or lend any real or personal property;

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- 6.9.** undertake, administer and execute any trusts which may seem directly or indirectly conducive to the Purpose;
- 6.10.** hold and deal in any form of securities, shares, mortgages, loans, debentures;
- 6.11.** borrow, or raise money, with or without security and to execute mortgages over all or any part of the School's real or personal property and to execute assurances over the same and give any guarantee and indemnity or guarantee or indemnity for the payment or repayment of any money or the due performance or observance of any contractual or other obligation or undertaking by any person, over the whole or any part of the assets of KBGS and without limiting the generality of the foregoing KBGS may do so whether or not KBGS received payment or is provided with consideration or security for so doing provided that the Board shall have satisfied itself that the provision of such guarantee and indemnity or guarantee or indemnity is necessary or desirable for the Purpose as evidenced by a resolution of the Board to that effect;
- 6.12.** engage any professional person as the School thinks fit to assist it in the proper discharge of its duties and otherwise in compliance with any statutory obligations;
- 6.13.** hire and employ at a proper remuneration any teachers, clerks, managers, employees, contractors, servants or agents;
- 6.14.** pay or reimburse its officers, servants or agents in respect of expenses reasonably and properly incurred or to be incurred by them or any of them in furtherance of their duties or the School's business;
- 6.15.** subject to compliance with any statutory obligations, dismiss, remove or suspend any employee, agent, contractor or professional person engaged by the School;
- 6.16.** effect and maintain any necessary or desirable insurance for the benefit or protection of the School, its Officers, servants or agents;
- 6.17.** print and publish newspapers, periodicals, books or leaflets or otherwise publish information in hard copy or by electronic means on any communication platform;
- 6.18.** erect, improve, extend, maintain, relocate, remove or re-build any buildings or other structures belonging to or (subject to any necessary consent of the owner or landlord) leased or occupied by the School;

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- 6.19.** bring or defend any legal proceedings (including arbitration proceedings), and to obtain and pay for any advice or other services for any professional or businessperson, body or organisation which may be necessary or desirable in connection with the School's Purpose;
- 6.20.** make rules and regulations for the conduct or organisation of the School and its students, provided that the same shall not be inconsistent with this Constitution; and
- 6.21.** take all other actions which are necessary or desirable and conducive to establishing and maintaining the School and to the attainment of the Purpose or power hereinbefore set out and to do all matters reasonably incidental thereto.

7. NOTICES TO MEMBERS

- 7.1.** Every Member shall be entitled to receive notice of, and to attend each General Meeting.
- 7.2.** A notice of Meeting shall set out where and when the Meeting will be held and particulars of the nature and order of business to be transacted at the Meeting ("Notice") (including any proposed resolution if required under Clause 9.7.1.1).
- 7.3.** At least fourteen (14) days written notice (other than in the case of any Meeting at which a Special Resolution is proposed then at least twenty-one (21) days written notice) of each Annual General Meeting or a Special General Meeting shall be given to Members.
- 7.4.** Notices shall be given by the Secretary of the Board or, if they are unable to act, by the Chairperson of the Board or their delegate.
- 7.5.** A Notice may be served upon any Member by electronic communication or by personal delivery or by sending it through the post in a prepaid envelope addressed to the Member at the address noted for that Member in the current Register of Members.
- 7.6.** A Notice served in person or by electronic communication shall, if served before 5pm on a day that is a business day, be deemed to be served on the same day (otherwise on the next business day) and if served by post, then three (3) clear business days after the date of posting and in proving such service, it shall be sufficient to prove that the Notice was properly addressed if no notice has been received advising that an electronic notice has failed to be delivered to the last known address or in the case of a Notice by post the envelope is not returned to sender.

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- 7.7.** The non-delivery of any Notice or any agenda (whether arising as a result of an incorrect address or inadvertent omission) to one or more Members (provided the number in total represent less than five percent (5%) of current Members) shall not invalidate proceedings at that Meeting.

8. MEMBERSHIP OF THE ASSOCIATION

8.1. Types of Memberships

There is only one type of Member and one class of Membership. Any person interested in becoming a Member of KBGS shall be in support of the Purposes, agree to the Statement of Faith described in Clause 5 and be a member of and/or in active fellowship with a Mainstream Christian Church.

Membership may be granted to:

- 8.1.1.** Any Parent who has a child/children currently attending KBGS, or
- 8.1.2.** Current, and past staff with a minimum of three [3] years' service at KBGS, or
- 8.1.3.** KOSA Members of no more than 5 years since graduation, or
- 8.1.4.** The Baptist Churches of SA nominees appointed by Baptist Churches of SA Assembly Board up to a maximum of 3 Members, or
- 8.1.5.** Honorary Life Members appointed by the Board, or
- 8.1.6.** A current Board Member, or
- 8.1.7.** Persons who have previously fulfilled Membership requirements of the Association or who have been a Member for not less than three (3) continuous years but who no longer have children enrolled at the School, or
- 8.1.8.** Any Interested Person applying to and approved by the Board.

8.2. Requirements for Membership

- 8.2.1.** Membership of KBGS may be granted upon written application to the Registrar of the Board and the passing of a resolution by a simple majority of the Board to approve the application.

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- 8.2.2.** Members interested in joining the Association must agree to be bound by this Constitution (and as amended from time to time) and declare that they are eighteen (18) years of age or older.
- 8.2.3.** No right or privilege of Membership shall be transferable or transmissible and all such rights and privileges shall cease upon the person ceasing to be a Member.
- 8.2.4.** Persons who seek to become Members pursuant to Clauses 8.1.1, 8.1.2, 8.1.3 and 8.1.8 and who give three (3) Months' notice in writing to the Registrar.
- 8.2.5.** Memberships accepted under Clauses 8.1.2, 8.1.3, 8.1.4, 8.1.7 and 8.1.8 expire after three (3) years unless the Members resubmit a new application as per Clause 8.2.1 to the Registrar and at the time of making such application, meet the eligibility criteria set out in Clause 8.1.
- 8.2.6.** The Board in its absolute discretion may alter or amend the period of notice for Membership as set out in Clause 8.2.4 above.
- 8.2.7.** Subject to Clause 8.2.8, a person shall cease to be a Member of KBGS upon failing to meet the eligibility criteria set out in Clause 8.1.
- 8.2.8.** All Members at the date of adoption of this Constitution (23rd May 2023) (including those Members who as a consequence of the adoption of this Constitution fail to meet the eligibility criteria set out in Clause 8.1 of this Constitution, and notwithstanding that failure) provided that in the three (3) year period prior to the Adoption Date they have attended at least one (1) AGM and otherwise demonstrated an active interest in and support for the activities of KBGS (which shall be determined at the absolute discretion of the Governors) shall have their Membership confirmed and shall remain Members on and from the Adoption Date (providing that such Members shall not otherwise be disqualified as at the Adoption Date) for a fixed period of three (3) years ("Confirmed Period") after which the Membership shall expire unless they resign or are expelled under Clause 8.5 earlier.
- 8.2.9.** Any Member who has their Membership confirmed under Clause 8.2.8 may, if at the end of the Confirmed Period they meet (or continue to meet) the eligibility criteria set out in Clause 8.1 of this Constitution, make an application to the Board for the renewal of their Membership in the usual course as set out in this Clause 8.2.

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8.3. Subscriptions

- 8.3.1.** The subscription fee shall be payable annually at least twenty eight (28) days prior to the Annual General Meeting or at a time that the Board in its absolute discretion determines;
- 8.3.2.** Any Member whose subscription is outstanding for more than three Months after the due date for payment shall automatically cease to be a Member, provided always that the Registrar may reinstate such a person's Membership on such terms as he or she thinks fit.
- 8.3.3.** Any Member whose subscription fee (or any part thereof) is outstanding after the due date for payment but whose Membership has not yet ceased pursuant to Clause 8.3.2 shall be ineligible to vote at any meeting of the Members (and the Board if also a Board Member) unless and until the subscription fee has been settled to the satisfaction of the School.
- 8.3.4.** The Board, by resolution passed by a simple majority of the Governors at a meeting of the Board held not less than one (1) month prior to the commencement of the Financial Year, may determine what (if any) subscription fee shall be payable;
- 8.3.5.** The subscription fee (if any) shall be payable in respect to the Financial Year from 1 January in any year until 31 December of that same year. Where any Member is accepted into Membership after 1 January in any year the Board may, in its absolute discretion, determine what percentage of the subscription fee is payable by the Member for the balance of the Financial Year.

8.4. Resignations

- 8.4.1.** A Member may resign by notice in writing signed by the Member and addressed to the Registrar. Such notice shall take effect forthwith.
- 8.4.2.** Any resigning Member shall be liable for any outstanding subscription fees which may be recovered as a debt due to the School.

8.5. Expulsion

- 8.5.1.** A Member may for good cause be expelled from the Association.

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8.5.2. Subject to giving a Member an opportunity to be heard or to make a written submission, the Board may resolve to expel a Member by resolution of the Board.

8.5.2.1. Particulars of the charge shall be communicated to the Member at least one (1) Month before the meeting of the Board at which the matter will be determined;

8.5.2.2. The determination of the Board shall be communicated to the Member, and in the event of an adverse determination the Member shall (subject to Clause 8.5.2.4 herein contained) cease to be a Member fourteen (14) days after the Board has communicated its determination to the Member;

8.5.2.3. Such communication shall be in writing and delivered by electronic communication, in person or via post to their last known address.

8.5.2.4. It shall be open to the Member to appeal the expulsion to the Association at a meeting of the Board. The intention to appeal shall be communicated to the Chairperson of the Board within fourteen (14) days after the determination of the Board has been communicated to the Member;

8.5.2.5. In the event of an appeal under Clause 8.5.2.4 above, the appellant's Membership of the Association shall not be terminated unless the determination of the Board to expel the Member is upheld by the Board after the appellant has been heard by the Board, and in such event Membership will be terminated as of the date of the meeting at which the determination of the Board is upheld.

8.5.3. A person who has been expelled from Membership pursuant to Clause 8.5 may not become a Member again unless the Board so resolves.

8.6. Register of Members

8.6.1. The Registrar shall keep a Register of Members including:

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- 8.6.1.1.** the names and addresses of each Member, including telephone number and electronic contact details of each Member where appropriate;
 - 8.6.1.2.** the particulars (type) of their Membership;
 - 8.6.1.3.** a record of payment of their subscription if applicable;
 - 8.6.1.4.** the date of admission to their Membership;
 - 8.6.1.5.** the date of termination of their Membership if applicable;
 - 8.6.1.6.** the reason for termination of their Membership if applicable.
- 8.6.2.** The Registrar shall enter into the Register of Members the details of any new Member having been admitted into Membership and any change affecting Members (including termination) as soon as practicable but otherwise within one (1) Month of being notified of the change.
- 8.6.3.** Members are solely responsible for advising the Registrar of any change in their contact details which may occur during the duration of their Membership.
- 8.6.4.** Each Member shall have the right to inspect their information contained in the Register of Members at no cost to the Member.
- 8.6.5.** Information contained within the Register of Members shall remain private and confidential and the use of such information contained therein is restricted for purposes directly related to the Association.

9. GENERAL MEETINGS

9.1. Annual General Meetings

- 9.1.1.** The Board shall call an Annual General Meeting in accordance with the Act and this Constitution.
- 9.1.2.** The Annual General Meeting shall be held after the 1 February and prior to 31 May each year.

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9.1.3. The order of business at the Annual General Meeting shall be:

- 9.1.3.1.** the confirmation of the Minutes of the previous Annual General Meeting and Minutes of any Meeting held since the previous Annual General Meeting which have not previously been confirmed by the Members at a subsequent Meeting;
- 9.1.3.2.** the consideration of accounts which shall include the audited financial statements and balance sheet for the year ended on the previous 31 day of December, reports of the Board and the Auditor's report;
- 9.1.3.3.** the ratification of appointments to the Board as required pursuant to Clause 11.3.8;
- 9.1.3.4.** the appointment of Auditors; and
- 9.1.3.5.** any other business requiring consideration by the Members in a General Meeting.

9.2. Special General Meeting

- 9.2.1.** The Board may call a Special General Meeting of the Association at any time.
- 9.2.2.** Only Members in their second consecutive and subsequent continuous years of Membership may sign a requisition calling for a Special General Meeting.
- 9.2.3.** Upon a requisition in writing of not less than twenty-five (25) percent (25%) of the total number of Members of the Association ("Requisitioning Members"), the Board shall, within one (1) Month of receipt of the requisition, convene a Special General Meeting for the purpose specified in the requisition.
- 9.2.4.** Every requisition for a Special General Meeting shall be signed by the Requisitioning Members and shall state the purpose of the meeting.
- 9.2.5.** If a Special General Meeting is not convened within one (1) Month, as required in Clause 9.2.3 above, the Requisitioning Members, or at least fifty percent (50%) of their number, may convene a Special General Meeting.

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- 9.2.6.** If such a Special General Meeting is convened as outlined in Clause 9.2.5 above, it shall be convened in the same manner as near as practicable as a meeting convened by the Board.
- 9.2.7.** If within thirty (30) minutes after the time appointed for a meeting convened by Requisitioning Members, a quorum of Members is not present, the meeting shall lapse.
- 9.2.8.** The reasonable expense of convening and conducting any Special General Meeting shall be borne by the School.

9.3. No Appointment of Proxy

A Member shall not be entitled to appoint any proxy.

9.4. Proceedings at General Meetings

- 9.4.1.** The Chairperson of the Board shall preside over General Meetings of the Association.
- 9.4.2.** If the Chairperson is not present or declines to take or retires from the Chair, the Deputy Chairperson of the Board shall preside. In any other case, the Members present at the General Meeting shall elect an Officer of the Board or any Member (who is not ineligible to vote pursuant to the provisions of Clause 8.3.3) present to preside as Chairperson of the meeting.
- 9.4.3.** Inadvertent omission to give notice of a Meeting or the agenda to one or more Members shall not invalidate that Meeting or proceedings and business transacted there at.
- 9.4.4.** A quorum for the transaction of business at any General Meeting is twenty percent (20%) of all Members or twenty (20) Members, whichever is the lesser.
- 9.4.5.** If within thirty (30) minutes after the time appointed for a Meeting convened by the Board, a quorum of Members is not present, the Meeting shall stand adjourned for the period of seven (7) days at the same time and place and if at such adjourned Meeting, a quorum is not present within thirty (30) minutes of the time appointed for the Meeting, the Members present shall form a quorum.

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9.5. Voting at General Meetings

- 9.5.1.** Each Member of the Association is entitled to one (1) vote (unless otherwise ineligible to vote pursuant to the provisions of Clause 8.3.3).
- 9.5.2.** A question for decision at a General Meeting, other than a Special Resolution, is determined by a majority of Members who vote in person.
- 9.5.3.** Unless a poll is demanded by at least fifteen (15) Members, a question for decision at a General Meeting is to be determined by a show of hands.

9.6. Poll at General Meetings

- 9.6.1.** If a poll is demanded by at least fifteen (15) Members, it must be conducted in a manner specified by the Chairperson presiding over the Meeting and the result of the poll is the resolution of the Meeting on that question.
- 9.6.2.** A poll demanded for the election of a person to preside or for the question of adjournment must be taken immediately. Any other poll may be conducted at any time before the close of the Meeting.

9.7. Special and Ordinary Resolutions

- 9.7.1.** A Special Resolution is a resolution passed at a duly convened General Meeting of the Members of the Association when:
 - 9.7.1.1.** at least twenty-one (21) days written notice specifying the intention to propose the resolution as a Special Resolution has been given to all Members of the Association; and
 - 9.7.1.2.** it is passed at a Meeting by a majority of not less than three quarters of such Members of the Association as, being entitled to do so, vote in person.
- 9.7.2.** An ordinary resolution is a resolution passed by a simple majority of Members present at a General Meeting.

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10. MINUTES

- 10.1.** Proper Minutes of all proceedings of General Meetings of the Association and of Meetings of the Board shall be taken and entered within one (1) Month after the relevant Meeting in minute books kept for the purpose.
- 10.2.** The Minutes kept pursuant to Clause 10.1 must be confirmed by the Members of the Association or the Members of the Board as appropriate at the next subsequent Meeting.
- 10.3.** The Minutes kept pursuant to this Clause 10 shall be signed by the Chairperson of the Meeting at which proceedings took place or by the Chairperson of the next succeeding Meeting at which the Minutes are confirmed.
- 10.4.** Where Minutes are entered and signed they shall, until the contrary is proved, be evidence that the Meeting was convened and duly held; all proceedings recorded as having occurred at the Meeting shall be deemed to have occurred and all appointments made at the Meeting shall be deemed to be valid.

11. THE BOARD

The control and management of the School shall be vested in and discharged by the Board.

11.1. Powers and Duties

- 11.1.1.** The Board, in addition to any powers and authorities conferred by this Constitution, may exercise all such powers and do all such things as are within the Purpose of the School, and are not by the Act or by this Constitution required to be done by the Association in a General Meeting.
- 11.1.2.** The Board shall have authority to interpret the meaning of this Constitution and any other matter relating to the affairs of the School on which this Constitution is silent.
- 11.1.3.** The Board has the management and control of the funds and other property of the School.
- 11.1.4.** In particular, but without limiting the generality of the foregoing, the Board shall have power and responsibility to affect the Purpose of the School and more particularly:

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- 11.1.4.1.** to regularly determine and monitor the strategic direction of the School including mission statements, master plans and Board and School policies;
- 11.1.4.2.** to review and determine the fees, provision of educational services, including but not limited to tuition, voluntary and compulsory extra-curricular activities, sporting activities, recreational activities and outdoor education programs;
- 11.1.4.3.** to determine when the fees as described in Clause 11.1.4.2 above are due and payable;
- 11.1.4.4.** to determine the application and quantum of any concession to the fees as described in above Clause 11.1.4.2;
- 11.1.4.5.** to maintain the School property, including land and buildings;
- 11.1.4.6.** to execute, enter into, or give all conveyances, leases, mortgages, deeds, sales, contracts, covenants, assurances and other transactions within the Board's powers as determined by this Constitution;
- 11.1.4.7.** to authorise the affixing of the Common Seal to documents to be attested by the signature of two of the persons for the time being authorised by the Board to use that seal;
- 11.1.4.8.** to effect and maintain all necessary insurances;
- 11.1.4.9.** to negotiate, conduct transactions and foster relationships with authorities, bodies and organisations, including but not limited to State, Federal and Local government departments, public and private companies, incorporated and unincorporated associations and private businesses;
- 11.1.4.10.** to appoint from amongst Members of the Board and or School the required number of delegates to represent the School on external bodies;

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- 11.1.4.11.** to delegate any or all of the above powers as it deems appropriate to Members of the Board, the Principal and/or School staff.

11.2. Advisory Committees

- 11.2.1.** The Board may in its absolute discretion and without any obligation to do so, create and dissolve an advisory committee or committees.
- 11.2.2.** Any advisory committees as created under Clause 11.2.1 shall have such powers as may be delegated in writing by the Board and shall report to the Board as directed by the said Board.
- 11.2.3.** The Board is not required to follow any recommendation made by any advisory committee or any other committee and further has no obligation to such committees or the Members to explicate its use or non-use of any such recommendations.

11.3. Composition of the Board and Appointments to the Board

- 11.3.1.** The Board shall be comprised of up to ten (10) and no less than six (6) natural persons excluding ex-officio members all of whom are ordinarily resident in Australia and at least eighteen (18) years of age.
- 11.3.2.** A majority of the Governors shall be members of any Baptist Church which is a member of the Baptist Churches of SA or failing that, in fellowship with Mainstream Christian Churches. In the case of the latter, where a resolution(s) has been passed, such a resolution is not to be regarded as duly passed and no appointment shall be effective until the resolution has been ratified by the Baptist Churches of SA Assembly Board.
- 11.3.3.** The Chairperson of the Board shall be a member of any Baptist Church which is a member of the Baptist Churches of SA or failing that, in fellowship with a Mainstream Christian Church. In the case of the latter, where a resolution(s) has been passed, such a resolution is not to be regarded as duly passed and no appointment shall be effective until the resolution has been ratified by the Baptist Churches of SA Assembly Board.
- 11.3.4.** The Principal and Business Director of KBGS shall be ex-officio Governors and shall be entitled to a vote.

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- 11.3.5.** The Board at its discretion may appoint persons to assist as consultants to further particular projects, such a person not being entitled to vote [or fulfil normal functions as a Governor].
- 11.3.6.** All Governors in office at the date of adoption of this Constitution shall be valid appointments under the terms of this Constitution and shall remain in office following its adoption (providing that such appointments shall not be in breach of Section 30 of the Act or the ACNC governance standard 4: Suitability of Responsible Persons).
- 11.3.7.** All Governors will be Christian, will subscribe to the Statement of Faith of KBGS; and live in a manner which gives strong evidence of this belief and acceptance of God's grace in their life and be in active fellowship with a Mainstream Christian Church.
- 11.3.8.** Subject to Clause 11.3.10, appointment of Governors will be done by the Board from nominees or otherwise (who the Board have taken reasonable steps and satisfied themselves that the appointment shall not be in breach of Section 30 of the Act and the person is suitable in accordance with ACNC governance standard 4: Suitability of Responsible Persons) and shall be presented by the Chairperson presiding at any General or Annual General Meeting for ratification by Members. Nomination for/of Governors is further elaborated in the Board policies and by laws.
- 11.3.9.** A Member of the Board may resign from office by notice in writing to the Chairperson or Secretary and may make such resignation effective immediately.
- 11.3.10.** Ex-officio Governors as defined in Clause 11.3.4 shall be automatically appointed to the Board and not subject to ratification by the Members.
- 11.3.11.** The Board may appoint a person to fill a casual vacancy of the Board and such appointment shall stand until the next Annual General Meeting and that person shall be eligible for election to the Board without further nomination.

11.4. Disqualification of Members of the Board

The position of a Member of the Board shall become vacant if a Member is:

- 11.4.1.** disqualified from being a Board Member or office holder by the Act or fails to meet the requirements of the ACNC governance standard 4: Suitability of Responsible Persons and/or the ACNC Act;

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- 11.4.2.** permanently incapacitated by ill health;
- 11.4.3.** absent without apology for three (3) consecutive or four (4) out of six (6) consecutive Meetings of the Board;
- 11.4.4.** cease to maintain the requisite qualification and standards for election or appointment to the Board as set out in Clause 11.3; or
- 11.4.5.** a Member and expelled as a Member under this Constitution.

11.5. Term of Members of the Board

- 11.5.1.** The appointment of Governors [other than ex-officio] shall be for a three year term ("Term"). For the avoidance of doubt, a Term will commence on the date of the Meeting at which the appointment of the Governor was ratified and conclude on the date of the third consecutively held Annual General Meeting.
- 11.5.2.** All Governors unless disqualified from renomination under Clause 11.4 may at the invitation of the Board (and such invitation shall be passed by resolution of the Board at a Board Meeting held at least fourteen (14) days prior to the expiry of a Term) exercise a right of renomination given pursuant to Clause 11.5.4 for a further Term subject to ratification by the Members in accordance with Clause 11.3.8.
- 11.5.3.** Persons appointed under Clause 11.3.4 [ex-officio] shall hold that position on the Board for a period equal to that of the term of employment in the role of Principal/ Business Director of KBGS of the School.
- 11.5.4.** A Member of the Board may stand for re-appointment on no more than two (2) consecutive occasions. Election or appointment of a Member of the Board beyond two (2) consecutive Terms is at the discretion of the Board.

11.6. Remuneration of Members of the Board

- 11.6.1.** Members of the Board shall be entitled to the reimbursement of reasonable expenses properly incurred only during service to the Association in connection with their duties as a Board Member.
- 11.6.2.** A Board Member may receive payment for work they do for the School other than as a Board Member if the amount is no more than a

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reasonable fee for the work done and the payment has been approved by the Board, or, where such payment is made under an employment or any other contractual agreement properly entered into between the person and the School.

- 11.6.3.** Any such reimbursement given under Clause 11.6.1. is subject to prior approval of a reimbursement of expenses policy by the Board and the annual review of the summary of expenses of the Board.

11.7.Officers of the Board

- 11.7.1.** At its last Meeting of the Financial Year the Board shall appoint from amongst its Members the following Officers:

11.7.1.1.The Chairperson

11.7.1.2.The Deputy-Chairperson

11.7.1.3.The Public Officer

11.7.1.4.The Secretary

- 11.7.2.** A Member of the Board may be appointed to more than one office.

- 11.7.3.** Appointment of the officers outlined in Clause 11.7.1 shall be made by verbal nomination at a Board Meeting and determined by simple majority vote and such appointment shall endure until the Term of the Board Member specified in Clause 11.5 expires, the Board Member is disqualified under Clause 11.4 or the Board Member gives notice under Clause 11.3.9.

- 11.7.4.** The Board may, in its sole discretion, appoint any person as assistant to any of the officers identified above in Clause 11.7.1.

- 11.7.5.** If any officer is absent or unable to act from time to time, a person may be appointed by the Board to act in the capacity of that officer for such time, and on such conditions as the Board may resolve.

- 11.7.6.** In the absence of a Chairperson or Deputy-Chairperson, an Acting Chairperson may be elected Chairperson by the Members of the Board in attendance for the period of such absence for all purposes of this Constitution.

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11.8.Meetings of the Board

- 11.8.1.** The Board shall meet no less than once per school term and at such times as it determines.
- 11.8.2.** The Board shall also meet on the summons of the Chairperson or at the request of the Secretary in writing of not less than four Members of the Board (of which request the Secretary shall forthwith give notice to all Board Members), and the Board shall thereafter meet within fourteen (14) days of the summons or request (as the case may be). The Board shall at each Meeting appoint the date of the next Meeting unless it decides for special reason on any occasion not to do so.
- 11.8.3.** The quorum of the Board shall be 'one half plus one' of the total number of current serving Board Members entitled to vote, but the Board may, if it sees fit, deliberate (but not pass resolutions) if at least one half of the current serving Board Members are present.
- 11.8.4.** Business shall be conducted pursuant to a written agenda to be given or sent to Board Members on at least four (4) days' notice. The agenda or accompanying notice shall specify the place, date and time of the Meeting. Inadvertent omission to give notice of a Meeting or the agenda to one or more Board Members and where the relevant Board Member(s) has subsequently waived the requirement shall not invalidate that Meeting or proceedings and business transacted there at.
- 11.8.5.** The Chairperson shall have a deliberative and casting vote.
- 11.8.6. Circulating Resolutions**
The Board may agree together, (except where a resolution is expressly required to be voted on in person present at a Meeting either under a provision of the Act or this Constitution) to waive the requirement to hold a Board Meeting and the notice requirement for such Board Meeting and pass an Ordinary Resolution in writing where an item of correspondence (which may be an email) containing a statement that they are in favour of the resolution is circulated by or on behalf of the Chairperson to all Board Members entitled to vote on the resolution and the requisite number required to pass such Ordinary Resolution confirm their assent to such statement by way of a reply email (if circulated by email) or otherwise in the same form as the Circulating Resolution was originally sent. The resolution is passed when the reply from the last

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of the requisite number of assenting Board Member's is received by the Chairperson.

12. THE PRINCIPAL AND OTHER STAFF

- 12.1.** The School shall have a Principal.
- 12.2.** The interview panel for selection of the Principal shall be formed by the Board as it determines and its role will include undertaking the initial selection and interview process and then provide its recommendations to the Board.
- 12.3.** The Principal shall be appointed by the Board for the period determined by the Board and as set out in any fixed term contract of employment agreed between the School and the Principal ("Initial Period"). The Board may, if it sees fit, on the expiry of the Initial Period make an offer to re-appoint the Principal for such further period or periods as the Board may determine and on such terms as agreed between the Board and the Principal.
- 12.4.** The Principal will be Christian, will subscribe to the Statement of Faith of KBGS; and live in a manner which gives strong evidence of this belief and acceptance of God's grace in their life. Active fellowship with a Mainstream Christian Church is one evidence of this.
- 12.5.** The Principal may, in case of urgency and for good reason, be suspended from office on full pay for a period not exceeding twenty-one (21) days by written notice signed by at least two (2) Officers and two (2) other Members of the Board, or otherwise by resolution of the Board. The Board may renew such suspension from time to time at full pay and for such additional periods at its sole discretion but subject always to any applicable law.
- 12.6.** The Principal may be dismissed by the Board, with or without notice, by a resolution passed by no less than a 75% majority of Board Members present at the Meeting and entitled to vote and of which at least twenty-one (21) days' notice has been given to Members of the Board and to the Principal and ("Notice of Proposed Dismissal") only where such dismissal is lawful and any code, regime or process imposed by law and/or any term or condition of employment contained in the employment contract governing the actions of the parties in relation to the nature and form of the dismissal has first been properly observed and carried out by the Board.
- 12.7.** For the purpose of proceedings or a resolution of the Board to suspend or dismiss the Principal, on and from the date of suspension or Notice of Proposed Dismissal the Principal shall be deemed not to be a Member of the Board. Where the Principal is also a Member, then in addition to any rights

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given under law relating to their employment the Principal must also be afforded the right to natural justice in relation to any resolution by the Board to expel them as a Member as set out in Clause 8.5.

- 12.7.1.** Should the Board suspend or dismiss the Principal, the Board shall immediately appoint an Acting Principal to fulfil the role of Principal.
- 12.7.2.** An Acting Principal shall act on such terms and for such period as the Board in its sole discretion determines.
- 12.7.3.** An Acting Principal is bound by this Constitution and the powers and duties contained therein.

13. DUTIES OF THE PRINCIPAL

The Principal shall:

- 13.1.** be responsible to the Board for the operational management of the School;
- 13.2.** implement the policies of the Board in all matters ;
- 13.3.** appoint, suspend and dismiss such staff considered necessary for the proper functioning of the School;
- 13.4.** in consultation with the teaching staff and the Board provide leadership and oversight of teaching and learning including, but not limited to:
 - 13.4.1.** the establishment and maintenance of an ongoing process of curriculum review and evaluation;
 - 13.4.2.** the conditions of employment (including determination of salaries);
 - 13.4.3.** ensuring that all staff appointed by the School to Executive Leadership positions have a genuine commitment to the Christian faith and subscribe to the Statement of Faith.
- 13.5.** manage financial affairs especially the control of expenditure within the agreed budget and as approved by the Board;
- 13.6.** be present and report to the regular Meetings of the Board;
- 13.7.** determine school hours, term dates and holidays;

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- 13.8.** maintain responsibility for student enrolment, attendance, suspension, and expulsion;
- 13.9.** be ultimately responsible for the effective day to day administration of the School; and
- 13.10.** provide leadership and guidance for the spiritual life of the School and all its worship.

14. ACCOUNTS

- 14.1.** The Financial Year for the School shall be a period of twelve (12) Months commencing on 1 January and end on 31 December in the same year.
- 14.2.** The School shall keep and retain such accounting records as are necessary to correctly record and explain the financial transactions and financial position of the School and enable true and fair financial statements to be prepared and audited and otherwise in accordance with its statutory obligations under the Act, the ACNC Act and any other legislation relevant to its activities.
- 14.3.** Where the School is a Prescribed Association or Relevant Prescribed Association for the purposes of the Act then the periodic (annual) return shall be lodged in the prescribed form with the ACNC and/or Consumer and Business Services (if required) (together with any supporting reports and documents as may be required) within the prescribed timeframes to comply with its statutory obligations under the Act and the ACNC Act.
- 14.4.** The accounts and records shall be available for inspection by authorised officials and agents of Federal and State Departments which have statutory authority to administrate entities providing educational services to the public and any such other government agencies which have statutory authority or a right at common law to inspect the accounts and records of the School.
- 14.5.** The Business Director, or such School staff as delegated by the Board and/or Principal, shall keep such accounts and records, and shall submit an audited financial statement to the Annual General Meeting. In addition, they shall submit to the School Board such financial statements as the Board may reasonably require in such form and at such intervals as directed by the Board or as reasonably required to ensure compliance with the ACNC governance standards.
- 14.6.** The School accounts shall be signed by persons nominated and approved by the Board.

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- 14.7.** The Business Director, in conjunction with the Principal, shall prepare an annual budget for approval by the Board.

15. AUDITORS

- 15.1.** The Board shall recommend an Auditor or Auditors who comply with the qualifications required under the Act.
- 15.2.** At each Annual General Meeting an Auditor or Auditors shall be appointed by the Association to hold office until the next Annual General Meeting. Any Related Party including but not limited to a person who is a Member of the Board, or a partner or employer or employee of a Member of Board; or a partner or employee of an employee, of the School, shall not be appointed as Auditor of the accounts of the School.
- 15.3.** The appointment of an Auditor or Auditors to hold office is for a term of twelve (12) Months after which time the current Auditor or Auditors may be reappointed for a further term.
- 15.4.** If an appointment is not made at an Annual General Meeting, the Board shall appoint an Auditor for the current financial year.

16. SEAL HOLDERS

The Board shall provide a Seal for the purposes of the School which shall be kept under the custody and control of the Public Officer. The Seal shall be affixed to any instrument and signed by at least two (2) of the Officers of the School Board as appointed under Clause 11.7.1. The application of the Seal must be expressly authorised by the Board by way of a resolution passed at a Board Meeting prior to the affixing of the Seal and each and every application of the Seal must be reported to the following Board Meeting and recorded in the Minutes of that Board Meeting.

17. DISPUTE RESOLUTION

- 17.1.** In the event of a dispute between two (2) Members or a Member and the School and when all appropriate avenues of amicable resolution have been exhausted (which includes the parties to the dispute meeting to discuss the matter in dispute) up to the level of the Board (if applicable), the Board shall refer the matter to Baptist Churches SA to appoint a Mediator acceptable to all parties to the dispute.
- 17.2.** The Members agree that the decision of the Mediator shall be final and binding on the parties and the cost (if any) of the Mediator shall be borne

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equally by the parties to the dispute unless otherwise determined by the Board.

- 17.3.** In all instances of dispute, the parties, the Board, and the School are required to adhere to the principles of privacy, natural justice and uphold the Christian values.

18. INDEMNITY

The School shall indemnify and keep indemnified Officers of the Board, Members of the Board, duly appointed agents of the School, its employees, and any other persons performing services for and with the written consent of the School whether paid, unpaid or otherwise with respect to any loss or liability (including costs, expenses and charges) incurred by them in good faith in the performance of their duties and/or in the defending or prosecuting any proceeding, whether civil or criminal, in which judgment is given in their favour or in which they are acquitted but only to the extent that the School is not precluded by law from doing so and/or to the extent of the amount that the person is not indemnified by another person (including an insurer under and insurance policy).

19. AMENDMENTS TO THIS CONSTITUTION

- 19.1.** This Constitution may be amended by a resolution passed by not less than 75% of the Governors present at a properly constituted Board Meeting. Such amendment shall not be registered with the government body responsible for registrations of incorporated associations until such time as the amendment or amendments are ratified by the Baptist Churches of SA Assembly Board and by 75% majority of votes cast at a General Meeting of Members.
- 19.2.** This Constitution must not be amended if the amendment causes the School to no longer be eligible to be a charity registered with the ACNC or ceases to recognise the Baptist Heritage of the School and its commitment to ongoing affiliation with Baptist Churches of SA.

20. PROHIBITION AGAINST SECURING PROFITS FOR MEMBERS

The income and capital of the School shall be applied exclusively to the promotion of its Purpose and no portion shall be paid or distributed directly or indirectly to Members or their associates except as bona fide remuneration of a Member for services rendered or expenses incurred on behalf of the School at fair and reasonable rates or at rates more favourable to the School.

21. WINDING UP OF THE SCHOOL

- 21.1.** The School may be wound up in the manner provided for in the Act.
- 21.2.** Where the School is to be wound up voluntarily it may be wound up by a resolution passed by not less than 75% of the Governors present at a properly constituted Board Meeting. Such resolution will be subject to the ratification of the Baptist Churches of SA Assembly Board and by 75% majority of votes cast at a General Meeting of Members.

22. DISTRIBUTION OF SURPLUS ASSETS

- 22.1.** Subject to the Act (including but without limitation, Section 43(1a) of the Act) and any other applicable act any court order, if there remains, after payment of its debts and liabilities (including any obligation to make repayment to the Commonwealth), any Surplus Assets of the School, must not be distributed to a member or former members, associates of members and associates of former members of the School but must be given or transferred to another organisation in Australia determined by the Baptist Churches of SA Assembly Board provided such organisation is eligible for income tax exempt status for the purposes of any Commonwealth Taxation [*Income Tax Assessment Act 1997 (Cth)*] act by virtue of its religious, charitable or educational objects.
- 22.2.** In the event of the prior winding up or dissolution of the Baptist Churches of SA, such transfer of the Surplus Assets shall be to one or more organisations with charitable purposes that are the same as, similar to, or inclusive of the Purpose set out in Clause 4 and which also prohibit the distribution of any Surplus Assets to at least the same extent as the School as determined by the Board or otherwise in accordance with the Act .

23. WINDING UP OF GIFT FUNDS OPERATED BY THE SCHOOL

23.1. Surplus building fund assets not to be distributed to members

Where the School operates a deductible gift fund under the *Income Tax Assessment Act 1997 (Cth)*, then where:

- 23.1.1.** the School is wound up, or
- 23.1.2.** the fund is wound up, or
- 23.1.3.** the endorsement of the fund under the *Income Tax Assessment Act 1997 (Cth)* is revoked,

any Surplus Assets of the fund remaining after payment of all debts and liabilities will not be paid or distributed among the members or former members, associates of members and associates of former members but must be transferred to an institution or fund that is charitable at law which has constituent documents which

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also prohibits the distribution of any surplus assets to its members to at least the same extent as the School and has charitable purposes or activities of a similar nature to the School and is an endorsed deductible gift recipient so that gifts to which, are deductible under Division 30 the *Income Tax Assessment Act 1997* (Cth).

23.2 More than one fund

Where the School operates more than one fund for which deductible gift recipient endorsement has been granted in respect of both funds under the *Income Tax Assessment Act 1997* (Cth), and the School resolves to wind up one of those funds, or the deductible gift recipient endorsement is revoked only in relation to one of those funds, then it may transfer any Surplus Assets of the fund ("Donor Fund") after payment of all debts and liabilities to any other fund ("Donee Fund") operated by the School for which it is endorsed as a deductible gift recipient provided that the charitable purposes or activities of the Donee Fund is of a similar nature to those of the Donor Fund.

24. GOVERNING LAW

The School is established in the state of South Australia and this Constitution shall be in all respects governed by and interpreted according to the law of that State.

25. TECHNOLOGY

25.1 Holding Meetings by use of Technology

Any Meeting may be held by using any technology (such as video or teleconferencing) provided that each participating Member or Board Members (as applicable) is able to communicate contemporaneously with each other participating Member or Board Members (as applicable) when making any deliberation, or taking part in any vote, during the Meeting. Any person who takes part in a Meeting by this method shall be taken to have been personally present and form part of the quorum.

25.2 Voting by digital platforms

A vote on any question for decision of the Members or Board Members (as applicable) may, where the vote is to be determined by a vote in person or by a show of hands, be conducted (either wholly or in part) using an online real-time secure voting platform provided that:

- 25.2.1.** each Member or Board Member (as applicable) has free and equal access to the online platform; and
- 25.2.2.** no vote is able to be weighted (eg: no person is able to vote more than once and no one vote is able to be counted more than once toward the outcome); and

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- 25.2.3.** the method of voting has been agreed to by a simple majority agreement of all Members or Board Members (as applicable) participating in the Meeting using technology; and
- 25.2.4.** such approval has been given prior to the vote taking place.

Where a vote on any question for decision of the Members or Board Members (as applicable) and a poll has been demanded in accordance with Clause 9.6.1, the vote may be conducted (either wholly or in part) subject to the same provisions as those set out in Clause 25.2.1 – 25.2.5 above but only if in addition, the anonymity of voters and the privacy as to their vote is able to be preserved and is preserved.

26. ELECTRONIC STORAGE OF SCHOOL RECORDS

26.1. The Board in its absolute discretion may at any time pursuant to the provisions of Section 62C(b) of the Act, approve the recording and storage of any part of or all School Records by electronic means (including the conversion of historical School Records previously held in hard copy) provided that such School Records are:

- 26.1.1.** accessible and readily retrievable via authorised computer terminals and electronic devices installed at or located on the place at which the School is situated or established; and
- 26.1.2.** recorded or stored on servers/drives and/or devices specifically designed for and capable of electronic storage and retrieval which are either located at the place where the School is situated or established, or at such other locations which are owned or operated by reputable cloud storage providers either specifically engaged by the School to provide storage and retrieval services of digital and electronic data on their behalf, or as a consequence of any right to access and use online storage provided under a licence for software purchased or subscribed to by the School for use on its computer terminals and electronic devices; and
- 26.1.3.** capable of being reproduced in written form at any time as required under Section 62C(2)(a) of the Act without charge either immediately upon demand or within a reasonable (or prescribed) period of receiving a demand (either as a consequence of any notice given under the Act or the ACNC Act or any request of an Auditor or Member including a Board Member and any former Member or Board Member); and

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- 26.1.4.** recorded and stored securely having taken reasonable precautions to safeguard and protect the School Records against unauthorised access or a breach of any privacy principles and obligations; and
 - 26.1.5.** recorded and stored securely having taken reasonable precautions (including such precautions (if any) as are prescribed by the Act), for guarding against damage, destruction, deletion or falsification of or in the School Records, and for discovery of any falsification of or in any part of the School Records; and
 - 26.1.6.** able to be recovered and restored in the event of any damage, destruction, deletion or falsification by the taking of reasonable precautions (including such precautions (if any) as are prescribed by the Act); and
 - 26.1.7.** otherwise in such form or manner as to enable the School to comply with all of its statutory obligations.
- 26.2.** A written form that purports to reproduce matters recorded or stored by means of an electronic or other device is, unless the contrary is established, to be accepted as a reproduction of those matters.