



Constitution

Chairo Parent Governed Christian Education Limited

ACN 659 952 299

A Public Company Limited by Guarantee



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1 Definitions and interpretation

1.1 Definitions

In this Constitution, unless a contrary intention appears:

ACNC Act means the *Australian Charities and Not-for-profits Commission Act 2012* (Cth).

Annual General Meeting has the same meaning as the term 'AGM' in the *Corporations Act*.

ASIC means the Australian Securities and Investments Commission.

Association means Warragul District Parent Controlled Christian School Association Inc, an association incorporated in Victoria with the registration number A0005753Z.

Company means Chairo Parent Governed Christian Education Limited being an Australian public company limited by guarantee established under the *Corporations Act* and bearing the ACN 659 952 299.

Constitution means this constitution as amended from time to time.

Corporations Act means the *Corporations Act 2001* (Cth).

Deductible Contributions means a contribution of money or property as described in item 7 or item 8 of the table in section 30-15 of the *Tax Act* in relation to a fundraising event held for that purpose.

Director means an individual holding office as a director of the Company.

Directors means some or all of the Directors acting as a board.

Early Learning Centre has the same meaning that it has in the *Education and Training Reform Regulations 2017* (Vic).

Fit and Proper Person has the same meaning that it has in the *Education and Training Reform Regulations 2017* (Vic).

General Meeting means a meeting of the Members of the Company and includes an Annual General Meeting.

Gifts means gifts of money or property for the principal purpose of the Company.

Inaugural Directors means the Directors of the Company at the date of registration of the Company.

Insolvency Event occurs where:

- (a) an order is made or a resolution is passed by creditors for the winding up, dissolution or external administration of the Member;
- (b) the Member enters into any arrangement, compromise or composition with or assignment for the benefit of its creditors or any class of them; or
- (c) a controller, receiver, receiver and manager, official manager or other external administrator is appointed to the Member.

Member means a person entered on the Register of the Company as a member.

Object means the object of the Company as set out in clause 2.



Register means the register of members under the *Corporations Act* and, if appropriate, includes a branch register.

Registered Office means the registered office for the time being of the Company.

Representative means an individual appointed to represent a corporate Member at a General Meeting in accordance with the *Corporations Act*.

Rule means a rule made by the Directors in accordance with clause 15 for the management and conduct of the business of the Company, including but not limited to charters, policies and terms of reference.

Schedule means a schedule to this Constitution.

School means any school or other educational institution (including an Early Learning Centre) operated by the Company from time to time.

Secretary means an individual appointed as a secretary of the Company in accordance with clause 16.2.

Special Resolution takes the meaning given by Section 9 of the *Corporations Act*.¹

Statement of Faith means the document set out in Schedule 1.

Tax Act means the *Income Tax Assessment Act 1997 (Cth)*.

1.2 Interpretation

In this Constitution, unless the contrary intention appears:

- (a) words importing any gender include both male and female;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a law includes regulations and instruments made under the law;
- (d) a reference to a clause is a reference to a clause in this Constitution unless otherwise stated;
- (e) a reference to a law or a provision of a law includes amendments, re-enactments or replacements of that law or the provision, whether by the State or the Commonwealth of Australia or otherwise;
- (f) a reference to a meeting includes a meeting by technology provided the technology gives the persons entitled to attend the meeting, as a whole, reasonable opportunity to participate without being physically present in the same place;
- (g) a reference to a person being present in person includes an individual participating in a meeting as described in clause 1.2(f);
- (h) a reference to a person being present includes an individual participating in a meeting in person or through a Representative;

¹ At the time of registration of this Company, section 9 provides that a Special Resolution is a resolution:
(a) of which notice has been given to the Members in accordance with clause 8.3; and
(b) that has been passed by at least 75% of the votes cast by Members entitled to vote on the resolution.



- (i) a reference to a “place” includes the place or location where a meeting may be held, is held or is taken to be held under the Corporations Act if meeting technology is used in holding the meeting;
- (j) a reference to a person includes a natural person, corporation or other body corporate;
- (k) “writing” and “written” includes printing, typing and other modes of reproducing words in a visible form including, without limitation, any representation of words in a physical document or in an electronic communication or form or otherwise; and
- (l) Australian dollars, dollars, A\$ or \$ is a reference to the lawful currency of Australia.

1.3 Signing

Where, by a provision of this Constitution, a document including a notice is required to be signed, that requirement may be satisfied in relation to an electronic communication of the document in any manner permitted by law or by any State or Commonwealth law relating to electronic transmissions, or in any other manner approved by the Directors.

1.4 Corporations Act

In this Constitution, unless the contrary intention appears:

- (a) expressions in this Constitution that deal with a matter dealt with by a particular provision of the *Corporations Act* have the same meaning as they have in the *Corporations Act*;
- (b) “section” means a section of the *Corporations Act*; and
- (c) while the Company is a registered charity under the *ACNC Act*:
 - (i) subject to clause 1.4(c)(ii), the provisions of the *Corporations Act* in Division 2 of Part 2D.1 (with the exception of section 196), Part 2G.2 (with the exception of section 249X) and Part 2G.3 apply as if section 111L(1) of the *Corporations Act* was not enacted; and
 - (ii) if one of those provisions includes a reference to ASIC, including a reference to lodge any document with, or seek consent or approval from ASIC, that particular requirement does not apply to the Company.

1.5 Headings

Headings are inserted for convenience and are not to affect the interpretation of this Constitution.

1.6 Replaceable rules do not apply

The provisions of the *Corporations Act* that apply as replaceable rules are displaced by this Constitution and accordingly do not apply to the Company.

2 Object of the Company

The Object of the Company is to advance Christian education by:

- (a) establishing, operating and maintaining one or more Schools to provide education and services from a biblical worldview perspective in accordance with the Statement of Faith;



- (b) establishing, operating and maintaining one or more Early Learning Centres to provide education and services from a biblical worldview perspective in accordance with the Statement of Faith;
- (c) acting as trustee and to perform and discharge the duties and functions incidental thereto where this is incidental or conducive to the attainment of the Object; and
- (d) doing such other things as are incidental or conducive to the attainment of the Object, including the establishment of a public fund.

3 Powers

- (a) The Company has the legal capacity and powers of an individual and also has all the powers of a body corporate under the *Corporations Act*.
- (b) The Company must exercise its powers in accordance with the *Education and Training Reform Act 2006 (Vic)* and *Education and Training Reform Regulations 2017 (Vic)*.

4 Application of income for Object only

4.1 Application of income and property

The income and the property of the Company, however derived:

- (a) must be applied solely towards the promotion of the Object; and
- (b) may not be paid or transferred to the Members, in whole or in part, either directly or indirectly by way of dividend, bonus, benefit or otherwise.

4.2 Payment in good faith

Clause 4.1 does not prevent payment, directly or indirectly, in good faith to a Member:

- (a) of reasonable remuneration for services to the Company in the ordinary course of business;
- (b) for goods supplied to the Company in the ordinary course of business;
- (c) of fair and reasonable interest on money borrowed by the Company in the ordinary course of business from a Member at a rate not exceeding that fixed for the purposes of this clause 4.2(c) by the Company in a General Meeting;
- (d) of reasonable rent or equivalent payment (including licence fees) for use of premises let by a Member; or
- (e) in furtherance of the Object.

5 Winding up

5.1 Guarantee by Members

- (a) Each Member undertakes to contribute to the Company's property if the Company is wound up while they are a Member, or within 1 year after they cease to be a Member.
- (b) This contribution is for:
 - (i) payment of the Company's debts and liabilities contracted before they ceased to be a Member;

- (ii) the costs of winding up; and
 - (iii) adjustment of the rights of the contributories among themselves.
- (c) The amount is not to exceed \$1.

5.2 Application of property

- (a) Subject to clause 4.2(e), if any property remains on the winding up or dissolution of the Company and after satisfaction of all its debts and liabilities, then, subject always to clause 5.3, that property may not be paid to or distributed among the Members but must be transferred to one or more funds or institutions as determined by the Members at or before the time of dissolution of the Company:
- (i) that have charitable purposes similar to, or inclusive of, the Object; and
 - (ii) are not-for-profit entities operating within Australia whose governing documents prohibit the distribution of its income and property among its members (if it has members) to an extent at least as great as imposed on the Company under this Constitution.
- (b) If any property remains on the closure of the School, and after satisfaction of all its debts and liabilities, then, subject always to clause 5.3, that property may not be paid to or distributed among the Members but must be:
- (i) used by the Company to provide Christian education to school-aged children; or
 - (ii) distributed in accordance with clause 5.2(a).

5.3 Transfer of surplus assets – deductible gift recipients

- (a) Where the Company has been endorsed as a deductible gift recipient under Subdivision 30-BA of the *Tax Act* in relation to a fund or institution it operates and:
- (i) the Company is wound up;
 - (ii) the fund or institution is wound up; or
 - (iii) an endorsement under Subdivision 30-BA of the *Tax Act* is revoked;
- then, after payment of liabilities, any surplus:
- (iv) Gifts;
 - (v) Deductible Contributions; and
 - (vi) money received by the Company because of such Gifts or Deductible Contributions;

remaining in the Company, fund or institution (whichever is relevant) must be transferred to one or more funds or institutions that comply with clause 5.2 and are each deductible gift recipients.

- (b) Where the Company operates more than one fund or institution for which it is a deductible gift recipient and its endorsement under Subdivision 30-BA of the *Tax Act* is revoked only in relation to one of those funds or institutions then it may transfer any surplus assets of that fund or institution remaining after payment of all liabilities to any other fund or institution for which it is endorsed as a deductible gift recipient.



6 Membership

6.1 Number of Members

- (a) The minimum number of Members of the Company will be 3.
- (b) The Members at the date of registration of the Company and any person the Directors admit to membership under clause 6.2 are the Members of the Company.

6.2 Admission as a Member

The Directors may admit any person as a Member if the person is eligible under clause 6.3 and makes an application in accordance with clause 6.4.

6.3 Membership eligibility criteria

- (a) For a natural person to be eligible to be a Member, such person must:
 - (i) make a personal profession of faith as a Bible-believing Christian that is assessed by the Directors to be credible and not inconsistent with the Statement of Faith;
 - (ii) be assessed by the Directors to be a regular attendee at a Christian church with doctrinal beliefs that are not inconsistent with the Statement of Faith;
 - (iii) understand, agree with and commit to uphold and abide by the Statement of Faith and agree to be bound by this Constitution;
 - (iv) make a personal profession of commitment to and support of the School and Christian education, with such profession being assessed by the Directors to be credible;
 - (v) agree to provide upon request a pastoral reference or contact details for a pastoral referee, or both;
 - (vi) at the time of first applying to become a member, be a parent or legal guardian of an individual who is currently a student at the School,
 - (vii) at all times after first being admitted to membership of the Company and after a renewal of membership as referred to in clause 6.7, be:
 - (A) a parent or legal guardian of an individual who is currently a student at the School; or
 - (B) a parent or legal guardian of an individual who was a student at the School in the preceding 5 years, and
 - (viii) consent in writing to become a Member.
- (b) For a body corporate to be eligible to be a Member, such body must:
 - (i) have doctrinal beliefs that are assessed by the Directors to be substantially consistent with the Statement of Faith;
 - (ii) understand, agree with and commit to uphold and abide by the Statement of Faith and agreed to be bound by this Constitution; and
 - (iii) consent in writing to become a Member.



6.4 Membership application process

- (a) The application for membership must be:
 - (i) accompanied by signed confirmation of agreement with and commitment to uphold and abide by the Statement of Faith and to be bound by this Constitution;
 - (ii) made in writing, signed by the applicant; and
 - (iii) made in such form and with such additional requirements as the Directors may from time to time prescribe.
- (b) Each application for membership must be considered by the Directors within a reasonable time after the application is made.
- (c) When an applicant has been accepted or rejected for membership, the Secretary must notify the applicant of the decision of the Directors within a reasonable period.

6.5 Directors' discretion to admit or refuse admission as a Member

The Directors have the discretion to refuse any person admission as a Member without giving any reason for refusing.

6.6 Registration as Member

If the Directors accept an application for membership, as soon as practicable, the Directors must cause the name of the person to be entered in the Register.

6.7 Membership terms

- (a) From the date of registration of the Company, Members are admitted for a term of 5 years ending on 31 December following the fifth anniversary of each Member's date of admission or last renewal as a Member. At the end of each term of Membership, each Member may reapply for membership in accordance with clause 6.4.
- (b) Clause 6.7(a) does not apply to a Member who is a Director.

6.8 Membership fees

The Members shall not pay membership fees.

6.9 Register

- (a) The Company must establish and maintain a Register. The Register must be kept by the Secretary and must contain:
 - (i) for each current Member:
 - (A) name;
 - (B) address;
 - (C) any alternative address nominated by the Member for the service of notice; and
 - (D) date the Member was entered on to the Register.
 - (ii) for each person who stopped being a Member in the past 7 years:
 - (A) name;

- (B) address;
- (C) any alternative address nominated by the Member for the service of notices; and
- (D) date the membership started and ended.

- (b) The Company must provide access to the Register in accordance with the *Corporations Act*.

7 Ceasing to be a Member

7.1 Cessation of membership

A Member ceases to be a Member:

- (a) when the Member ceases to be eligible under clause 6.3;
- (b) in the case of an individual, upon death or, in the case of a body corporate, upon its ceasing to exist;
- (c) upon resignation by written notice to the Company having immediate effect or with effect from a date specified in the notice;
- (d) in the case of an individual, upon becoming of unsound mind or a person whose person or estate is liable to be dealt with in any way under a law related to mental health;
- (e) in the case of a body corporate, immediately before the Member becoming subject to an Insolvency Event;
- (f) in the case of an individual, upon becoming bankrupt or insolvent or making an arrangement or composition with creditors of a person's joint or separate estate generally;
- (g) upon the passing of a resolution by the Directors or Members in a General Meeting in accordance with clause 7.2;
- (h) upon the expiry of the 5-year term of membership, unless the Member had applied for and been readmitted as a Member for the following term as contemplated in clause 6.7;
- (i) when the Member fails to respond to correspondence sent by the Company for the purpose of confirming their membership or contact details within 6 months of the date of the correspondence and the Directors determine, in their discretion, to remove the Member's name from the Register;
- (j) when the Member is not present at 4 successive General Meetings without leave of absence from the Members and the Directors determine, in their discretion, to remove the Member's name from the Register; or
- (k) upon that Member ceasing to be a Director.

7.2 Termination of membership

- (a) Subject to this Constitution, the Directors or Members in a General Meeting may at any time terminate the membership of a Member if the Member:
 - (i) refuses or neglects to comply with this Constitution or any applicable Rules made by the Directors;



- (ii) engages in conduct which in the opinion of the Directors is unbecoming of the Member or prejudicial to the interests of the Company or the School;
 - (iii) fails to pay any debt due to the Company within a period of 3 months after the date for payment;
 - (iv) acts or makes statements which in the reasonable opinion of the Directors are inconsistent with or contrary to the Statement of Faith; or
 - (v) is no longer willing or able to agree with, or to commit to uphold and abide by, the Statement of Faith, or no longer willing to do either.
- (b) For a decision of the Directors or the Members in a General Meeting under clause 7.2(a) to be effective, the general nature of the allegations made against the Member must be notified to the Member in writing and the Member must be given a reasonable opportunity to respond.
- (c) If a dispute arises regarding the termination of a Member's membership under this clause 7.2, the dispute resolution procedure contained in clause 26 must be followed and, for the purposes of clause 25.1, written notification under clause 7.2(b) will be the notice of the dispute (as defined in clause 25.1).

7.3 Limited liability

The Members have no liability as Members except as set out in clause 5.1.

8 General Meetings

8.1 Annual General Meetings

Annual General Meetings are to be held in accordance with the *Corporations Act*.

8.2 Convening a General Meeting

- (a) The Directors will convene and arrange to hold a General Meeting when they think fit and must do so if required to do so under the *Corporations Act*.
- (b) Members, as a whole, must be given reasonable opportunity to participate in all General Meetings by technology.

8.3 Notice of a General Meeting

- (a) Notice of a General Meeting must be given in accordance with the *Corporations Act* and served in accordance with clause 31.
- (b) Notice of a General Meeting may, at the discretion of the Directors, be given to other persons who are not Members but who have an interest in the Company or its Schools. These persons may attend a General Meeting but are not entitled to speak or to vote.

8.4 Calculation of period of notice

In computing the period of notice under clauses 8.3 and 8.6(c), both the day on which the notice is given or taken to be given and the day of the meeting convened by it are to be disregarded.



8.5 Cancellation or postponement of General Meeting

- (a) Where a General Meeting is convened by the Directors they may by notice, whenever they think fit, cancel the meeting or postpone the holding of the meeting to a date and time determined by them.
- (b) This clause 8.5 does not apply to a meeting convened in accordance with the *Corporations Act* by Members, by the Directors on the request of Members or to a meeting convened by a Court.

8.6 Notice of cancellation or postponement of a General Meeting

- (a) Notice of cancellation, postponement or change of place of a General Meeting must state the reason for cancellation or postponement and be given:
 - (i) to each Member and Director individually; and
 - (ii) to each other person entitled to be given notice of a General Meeting under the *Corporations Act*.
- (b) A notice of postponement of a General Meeting must specify:
 - (i) the postponed date and time for the holding of the meeting;
 - (ii) a place for the holding of the meeting which may be either the same as or different from the place specified in the notice convening the meeting; and
 - (iii) if the meeting is to be held in 2 or more places, the technology that will be used to facilitate the holding of the meeting in that manner.
- (c) The number of days from the giving of a notice postponing the holding of a General Meeting to the date specified in that notice for the holding of the postponed meeting must not be less than the number of days' notice of the General Meeting required to be given under clause 8.3.

8.7 Business at postponed meeting

The only business that may be transacted at a General Meeting, the holding of which is postponed, is the business specified in the original notice convening the meeting.

8.8 Non-receipt of notice

The non-receipt of notice of a General Meeting or the convening, cancellation or postponement of a General Meeting by, or the accidental omission to give notice of a General Meeting or the convening, cancellation or postponement of a General Meeting to, a person entitled to receive notice does not invalidate any resolution passed at the General Meeting or at a postponed meeting or the convening, cancellation or postponement of a meeting.

9 Proceedings at General Meetings

9.1 Number of a quorum

A quorum at a General Meeting is 20% or 3 Members, whichever is the greater number, present.



9.2 Requirement for a quorum

- (a) An item of business may not be transacted at a General Meeting unless a quorum is present when the meeting proceeds to consider it.
- (b) If a quorum is present at the time the first item of business is transacted, it is taken to be present when the meeting proceeds to consider each subsequent item of business unless the chairperson of the meeting (on the chairperson's own motion or at the request of a Member who is present) declares otherwise.

9.3 If quorum not present

If within 15 minutes after the time appointed for a meeting a quorum is not present, the meeting:

- (a) if convened at the request of Members, is dissolved; and
- (b) in any other case, stands adjourned to the same day in the next week and the same time and place, or to such other day, time and place as the Directors appoint by notice to the Members and others entitled to notice of the meeting.

9.4 Adjourned meeting

At a meeting adjourned under clause 9.3(b), 2 Members present at the meeting are a quorum. If a quorum is not present within 15 minutes after the time appointed for the adjourned meeting, the meeting is dissolved.

9.5 Appointment and powers of chairperson of General Meeting

If the Directors have elected one of their number as chairperson of their meetings under clause 20.1, that person is also entitled to preside as chairperson at a General Meeting.

9.6 Absence of chairperson at General Meeting

If a General Meeting is held and:

- (a) a chairperson has not been elected by the Directors; or
- (b) the elected chairperson is not present within 15 minutes after the time appointed for the holding of the meeting or is unable or unwilling to act;

then the following persons may preside as chairperson of the meeting (in order of precedence):

- (c) the deputy chairperson if a Director has been so elected by the Directors under clause 20.1; or
- (d) a Director or Member elected by the Members present in person to preside as chairperson of the meeting.

9.7 Conduct of a General Meeting

- (a) The chairperson of a General Meeting:
 - (i) has charge of the general conduct of the meeting and of the procedures to be adopted at the meeting;
 - (ii) may require the adoption of any procedure which is, in the chairperson's opinion, necessary or desirable for proper and orderly debate or



discussion and the proper and orderly casting or recording of votes at the General Meeting; and

- (iii) may, having regard where necessary to the *Corporations Act*, terminate discussion or debate on any matter whenever the chairperson considers that the discussion or debate is detrimental to the proper conduct of the meeting.

- (b) A decision by the chairperson under this clause 9.7 is final.

9.8 Adjournment of General Meeting

- (a) The chairperson of a General Meeting may at any time during the meeting adjourn the meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered by the meeting either to a later time at the same meeting or to an adjourned meeting at any time and any place, but:
 - (i) in exercising the discretion to do so, the chairperson may, but need not, seek the approval of the Members present; and
 - (ii) only unfinished business is to be transacted at a meeting resumed after an adjournment.
- (b) Unless required by the chairperson, a vote may not be taken or demanded by the Members present in person in respect of any adjournment.

9.9 Notice of adjourned General Meeting

It is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned General Meeting unless it is adjourned for 1 month or more. In that case, notice of the adjourned meeting must be given as in the case of an original meeting.

9.10 Questions decided by majority

Subject to the requirements of the *Corporations Act*, a resolution at a General Meeting is taken to be carried if a simple majority of the votes cast on the resolution are in favour of it.

9.11 Equality of votes – no casting vote for chairperson

If there is an equality of votes, either on a show of hands or on a poll, then the chairperson of the meeting is not entitled to a casting vote in addition to any votes to which the chairperson is entitled as a Member or attorney or Representative, and consequently the resolution fails.

9.12 Voting at a General Meeting

- (a) At any General Meeting a resolution put to the vote of the meeting must be decided:
 - (i) on a poll, if:
 - (A) technology is used in holding the meeting; or
 - (B) a poll is properly demanded and the demand is not withdrawn; or
 - (ii) otherwise, on a show of hands.
- (b) A declaration by the chairperson that a resolution has, on a show of hands, been carried or carried unanimously, or by a particular majority, or lost, is conclusive evidence of the fact.



- (c) Neither the chairperson nor the minutes need state and it is not necessary to prove the number or proportion of the votes recorded in favour of or against the resolution.
- (d) At any General Meeting, a Special Resolution or a resolution relating to the election of Directors must be decided by a poll.

9.13 Poll

If a poll is properly demanded at a General Meeting:

- (a) it must be taken in the manner and at the date and time directed by the chairperson and the result of the poll is the resolution of the meeting at which the poll was demanded;
- (b) on the election of a chairperson or on a question of adjournment, it must be taken immediately;
- (c) the demand may be withdrawn; and
- (d) the demand does not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.

9.14 Votes of Members

Subject to this Constitution, on a show of hands or on a poll at a General Meeting, each Member present in person has one vote.

9.15 No right to appoint proxy

A Member entitled to attend a meeting of the Company is not entitled to appoint another person as proxy to attend in the Member's place at the meeting.

9.16 Validity of vote in certain circumstances

Unless the Company has received written notice of the matter before the start or resumption of a General Meeting at which a person votes as an attorney or Representative, a vote cast by that person is valid even if, before the person votes:

- (a) the person ceases to be a Member in accordance with clause 7.1; or
- (b) the Member revokes the appointment or authority.

9.17 Objection to voting qualification

- (a) An objection to the right of a person to attend or vote at a General Meeting or adjourned meeting:
 - (i) may not be raised except at that meeting or adjourned meeting; and
 - (ii) must be referred to the chairperson of that meeting, whose decision is final.
- (b) A vote not disallowed under the objection is valid for all purposes.

10 Directors

10.1 Number of Directors

- (a) The Directors are to be comprised of:

- (i) between 3 and 12 Directors elected in accordance with clause 10.2 (**Elected Directors**); and
 - (ii) up to 2 Directors appointed in accordance with clause 10.7(a) (**Appointed Directors**).
- (b) The number of Elected Directors is determined by the Members from time to time. In the absence of any such determination, the total number of Elected Directors will be 8.
- (c) The majority of Directors at any time must be parents or legal guardians of current students at the School.

10.2 Elected Directors elected at General Meeting

The Company may, at a General Meeting at which:

- (a) an Elected Director retires or otherwise vacates office; or
 - (b) an Elected Director vacancy exists by operation of clause 10.1 or otherwise,
- by resolution fill the vacated office by electing a Member to that office.

10.3 Qualification of Directors

- (a) To be eligible for the office of Director, a person must:
 - (i) subject to clause 10.7(a), be a Member;
 - (ii) subject to clause 10.3(b), consent in writing to act as a Director;
 - (iii) be nominated by 2 Members;
 - (iv) not be employed by the Company; and
 - (v) declare in writing that they are a Fit and Proper Person at the date of appointment and at all times during the term as Director be a Fit and Proper Person.
- (b) Where a Member is seeking election to be a Director at a General Meeting for the first time, their signed consent under clause 10.3(a)(ii) must be lodged at the Registered Office at least 28 days (or such other period as determined by the Directors) before the date fixed for the holding of the General Meeting.
- (c) In the event that it is required under a law, regulation or guideline applicable to the Company², the Company must ensure that a majority of the Directors are persons who have the requisite level or degree of responsibility to the general public.

10.4 Terms and retirement of an Elected Director

- (a) Subject to clause 10.4(b), an Elected Director is elected for a term of 3 years.
- (b) At each Annual General Meeting, any Elected Director who has held office for 3 years or more since last being elected either as a Director, or as board member of the Association, must retire from office but subject to clause 10.5 is eligible for re-

² Such as where the Company or its public fund is endorsed as a deductible gift recipient and this is a condition for such endorsement.

election. A retiring Director holds office until the conclusion of the meeting at which that Director retires.

- (c) The Members may by ordinary resolution increase or decrease the period of time for which an Elected Director holds office under clause 10.4(a).
- (d) In addition to the right to remove Directors under section 203D of the Corporations Act, the Members may by ordinary resolution remove any Elected Director before the expiration of that Director's period of office and may by an ordinary resolution appoint another Member, who meets the eligibility criteria in clause 10.3, in the place of that Elected Director.

10.5 Re-election of an Elected Director

- (a) An Elected Director is entitled to seek re-election as a Director provided that an Elected Director's period of continuous service to the Company does not exceed:
 - (i) a period of 9 years; or
 - (ii) a period of 10 years for an Inaugural Director,
 including any period of continuous service as a board member of the Association prior to its registration as a Company but excluding any period of service under clause 10.6.
- (b) An Elected Director who retires as a result of the operation of clause 10.5(a) is not eligible for re-election as an Elected Director for a period of at least 12 months.

10.6 Casual vacancy

- (a) The Directors may at any time appoint a Member meeting the requirements of clause 10.3, to fill a casual vacancy in the office of an Elected Director, provided the total number of Directors does not exceed the number determined in clause 10.1(b).
- (b) A Director appointed under clause 10.6(a) holds office until the conclusion of the next Annual General Meeting but is then eligible for election as a Director at that meeting in accordance with clause 10.2.

10.7 Appointed Director

- (a) The Directors may at any time appoint an individual who is not a Member (**Appointed Director**) meeting the requirements of:
 - (i) clause 10.3(a), excluding the requirement in clause 10.3(a)(i); and
 - (ii) clause 6.3(a), excluding the requirements in clauses 6.3(a)(vi) and 6.3(a)(vii),
 provided the total number of Appointed Directors at any time does not exceed 2.
- (b) An Appointed Director holds office for a term of up to one year but is eligible for reappointment in accordance with clause 10.7(c).
- (c) An Appointed Director may, upon the conclusion of their term under clause 10.7(b), be reappointed by the Directors for further terms of up to 1 year at a time provided that:
 - (i) the person continues to meet the requirements of clause 10.3(a), excluding the requirement in clause 10.3(a)(i);



- (ii) the person continues to meet the requirements of clause 6.3(a), excluding the requirements in clauses 6.3(a)(vi) and 6.3(a)(vii); and
 - (iii) their period of continuous service as a Director to the Company does not exceed a period of 9 years, although they may then be eligible for reappointment after a period of at least 12 months has passed.
- (d) In addition to the right to remove Directors under section 203D of the Corporations Act, the Members may by ordinary resolution remove any Appointed Director before the expiration of that Director's period of office.

10.8 Appointment of officers

The Directors are to appoint the other officers with such frequency as the Directors from time to time determine.

11 Remuneration of Directors

- (a) Subject to clause 11(b), the Directors must not be paid any remuneration for their services as Directors.
- (b) The chairperson elected in accordance with clause 20.1 may, with the prior approval of the Directors, be paid an annual honorarium, as determined by the Directors from time to time.

12 Expenses of Directors

- (a) A Director is entitled to be reimbursed out of the funds of the Company for such reasonable travelling, accommodation and other expenses as the Director may incur when travelling to or from meetings of the Directors or a committee of Directors or when otherwise engaged on the business of the Company.
- (b) Any payment to a Director must be approved by the Business Manager of the Company (or their authorised delegate).

13 Vacation of office of Director

In addition to the circumstances in which the office of a Director becomes vacant under the *Corporations Act*, the office of a Director becomes vacant if the Director:

- (a) in the case of an Appointed Director, ceases to be eligible under clause 10.7(a) or, in the case of any other Director, ceases to be eligible under clause 10.3(a);
- (b) resigns from the office by notice in writing to the Company having immediate effect or with effect from a specified date in the notice;
- (c) is not present at 3 successive meetings of the Directors without leave of absence from the Directors;
- (d) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
- (e) becomes insolvent or bankrupt, compounds with their creditors, or assigns their estate for the benefit of their creditors;
- (f) becomes prohibited, disqualified or removed from being a Director by reason of any order of any court of competent jurisdiction or regulator; or
- (g) dies.



14 Powers and duties of Directors

14.1 Directors to manage the Company

- (a) The Directors are to manage the business of the Company and may exercise all the powers of the Company that are not, by the *Corporations Act* or by this Constitution, required to be exercised by the Company in General Meeting.
- (b) The Directors must use their best endeavours to ensure that the Statement of Faith is promoted, enacted and adhered to in the affairs and conduct of the Company.

14.2 Specific powers of Directors

Without limiting the generality of clause 14.1, and subject to any trusts relating to the assets of the Company, the Directors may exercise all the powers of the Company to:

- (a) borrow or raise money;
- (b) charge any property or business of the Company; and
- (c) give any security for a debt, liability or obligation of the Company or of any other person.

14.3 Compliance with duties

While the Company is a registered charity under the *ACNC Act*, each Director must comply with the duties described in governance standard 5 as set out in the regulations made under the *ACNC Act* and such other obligations as apply under the *ACNC Act* or the *Corporations Act* from time to time.

14.4 Delegation

- (a) The Directors may resolve to delegate any of their powers to:
 - (i) a committee in accordance with clause 24;
 - (ii) a Director;
 - (iii) an employee of the Company on terms and subject to any restrictions to be decided by the Directors; or
 - (iv) any other person on terms and subject to any restrictions to be decided by the Directors.
- (b) The power may be delegated for such time as determined by the Directors and the Directors may at any time revoke or vary the delegation.
- (c) The delegate must exercise the powers delegated in accordance with any directions of the Directors, and the exercise of the power by the delegate is as effective as if the Directors had exercised it.
- (d) The Directors may continue to exercise any power they have delegated.

15 Rules

Subject to this Constitution, the Directors may from time to time by resolution make and rescind or alter Rules which are binding on Members for the management and conduct of the business of the Company.



16 Chief Executive Officer, Secretary, Public Officer and Business Manager

16.1 Chief Executive Officer

- (a) The Directors may appoint a Chief Executive Officer of the Company on such terms and conditions (including as to remuneration) as they think fit.
- (b) The Directors may delegate any of their powers to the Chief Executive Officer and the Chief Executive Officer must exercise those powers:

in accordance with the terms and subject to any restrictions or the directions of the Directors they decide; and

- (ii) so as to be concurrent with, or to the exclusion of, the powers of the Directors,

and may revoke the delegation at any time.

The Chief Executive Officer may be invited to attend all meetings of the Directors but may not hold the office of a Director and is not entitled to vote.

16.2 Secretary

- (a) There must be at least one Secretary of the Company who is to be appointed by the Directors.
- (b) The Directors may suspend or remove a Secretary from that office.
- (c) A Secretary holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, as determined by the Directors. The exercise of those powers and authorities and the performance of those duties by a Secretary are subject at all times to the control of the Directors.

16.3 Public Officer

The Directors must appoint a person as Public Officer of the Company in accordance with the *Income Tax Assessment Act 1936* (Cth).

16.4 Business Manager

The person employed as Business Manager of the Company may be invited to attend all meetings of the Directors but may not hold the office of a Director and is not entitled to vote.

17 Appointment of attorney

- (a) By power of attorney, the Directors may appoint any person to be an attorney of the Company, with such powers, authorities and discretions of the Directors as the Directors think fit and for such purposes, period and conditions as determined by the Directors.
- (b) A power of attorney granted under clause 17(a) may contain any provisions for the protection and convenience of the attorney and persons dealing with the attorney that the Directors think fit and may also authorise the attorney to delegate (including by way of appointment of a substitute attorney) all or any of the powers, authorities and discretions of the attorney.



18 Conflicts of interest

18.1 Disclosure of conflict of interest

A Director must disclose the nature and extent of any actual or perceived material conflict of interest in a matter that is being considered at a meeting of Directors (or that is proposed in a circular resolution):

- (a) to the Directors; or
- (b) if all of the Directors have the same conflict of interest, to the Members at the next General Meeting, or at an earlier time if reasonable to do so.

18.2 Disclosure recorded in minutes

The disclosure of a conflict of interest by a Director must be recorded in the minutes of the meeting.

18.3 Material personal interest

Unless permitted by law, each Director who has a material personal interest in a matter that is being considered at a meeting of the Directors (or that is proposed in a circular resolution) must not:

- (a) be present at the meeting while the matter is being discussed; or
- (b) vote on the matter.

19 Proceedings of Directors

19.1 Directors' meetings

- (a) The Directors may meet together for conducting business, adjourn and otherwise regulate their meetings as they think fit.
- (b) A Director may at any time, and the Secretary must on the written request of a Director, convene a meeting of the Directors.

19.2 Questions decided by majority

A question arising at a meeting of Directors is to be decided by a majority of votes of Directors present and entitled to vote, and that decision is for all purposes a decision of the Directors.

20 Chairperson and deputy chairperson of Directors

20.1 Election of chairperson and deputy chairperson

The Directors may elect from their number a chairperson and a deputy chairperson of their meetings and may also determine the period for which the persons elected as chairperson and deputy chairperson are to hold office.

20.2 Absence of chairperson at Directors' meeting

If a Directors' meeting is held and:

- (a) a chairperson has not been elected under clause 20.1; or
- (b) the chairperson is not present within 10 minutes after the time appointed for the holding of the meeting or is unable or unwilling to act;



then the deputy chairperson, if elected under clause 20.1, must be the chairperson of the meeting or, if the deputy chairperson is not present, the Directors present must elect one of their number to be a chairperson of the meeting.

20.3 No casting vote for chairperson at Directors' meetings

In the event of an equality of votes cast for and against a resolution, the chairperson of the Directors' meeting does not have a second or casting vote, and consequently the resolution will not be passed.

21 Quorum for Directors' meeting

- (a) At a meeting of Directors, the number of Directors whose presence in person is necessary to constitute a quorum is as determined by the Directors, and, unless so determined, is a majority of Directors holding office.
- (b) The Directors may act despite a vacancy in their number. If their number is reduced below the minimum fixed by clause 10.1, the Directors may, except in an emergency, act only for the purpose of filling vacancies to the extent necessary to bring their number up to that minimum or to convene a General Meeting.

22 Circular resolutions

- (a) The Directors may pass a resolution without a Directors' meeting being held in the manner set out in this clause.
- (b) A circular resolution is passed when at least 75% of the Directors entitled to vote on the resolution:
 - (i) sign a document containing a statement that they are in favour of the resolution set out in the document (separate copies of a document may be used for signing by Directors if the wording of the resolution and statement is identical in each copy); or
 - (ii) send emails to the Company confirming that they agree to the proposed resolution, and such emails include the text of the proposed resolution.
- (c) The resolution is passed when at least 75% of the Directors have signed or emailed to indicate agreement.

23 Validity of acts of Directors

All acts done at a meeting of the Directors or of a committee of Directors, or by a person acting as a Director, are taken as valid as if the relevant person had been duly appointed or had duly continued in office and was qualified and entitled to vote, even if it is afterwards discovered that:

- (a) there was a defect in the appointment or continuance in office of a person as a Director or of the person so acting; or
- (b) a person acting as a Director was disqualified or was not entitled to vote.

24 Committees

24.1 Delegation to committees

- (a) The Directors may delegate any of their powers, to a committee consisting of one or more Directors and such other persons as they think fit and may revoke the delegation at any time.



- (b) A committee to which any powers have been delegated under clause 24.1(a) must exercise those powers:
 - (i) in accordance with the terms and subject to any restrictions and any directions of the Directors; and
 - (ii) so as to be concurrent with, or to the exclusion of, the powers of the Directors,and a power so exercised is taken to have been exercised by the Directors.

24.2 Meetings of committees

A committee may meet and adjourn as it thinks proper.

24.3 Chairperson of a committee

- (a) The Directors may appoint the chairperson of a committee.
- (b) In the absence of the Directors appointing a committee chairperson, the members of a committee may elect one of their number as chairperson of their meetings.
- (c) If a meeting of a committee is held and:
 - (i) a chairperson has not been appointed under clause 24.3(a);
 - (ii) a chairperson has not been elected under clause 24.3(b); or
 - (iii) the chairperson is not present within 10 minutes after the time appointed for the holding of the meeting or is unable or unwilling to act;

then the committee members involved may elect one of their number to be chairperson of the meeting.

24.4 Determination of questions

- (a) Questions arising at a meeting of a committee are to be determined by a majority of votes of the members present and voting.
- (b) In the event of an equality of votes, the chairperson of the meeting does not have a casting vote.

25 Dispute resolution

25.1 Handling a dispute

Where there is a dispute, grievance or other disagreement between a Member and the Company, whether arising out of the application of this Constitution, the Rules or otherwise (**Dispute**), then either party must, prior to the commencement of any proceedings in a Court or Tribunal or before any authority or board, notify the other in writing of the nature of the Dispute, and the following must occur:

- (a) the Member and the Company must in the period of 14 days from the service of the notice of the Dispute (**Initial Period**) use their best endeavours to resolve the Dispute;
- (b) if the Company and the Member are unable to resolve the Dispute within the Initial Period, then the Dispute must be referred for mediation to a mediator agreed by the Member and the Company;

- (c) if the disputants are unable to agree on a mediator within 7 days of the expiration of the Initial Period, the Member or the Company may request the chairperson of Resolution Institute³ to nominate a mediator to whom the Dispute will be referred;
- (d) the costs of the mediation must be shared equally between the Member and the Company; and
- (e) where:
 - (i) the party receiving the notice of the Dispute fails to attend the mediation required by clause 25.1(b);
 - (ii) the mediation has not occurred within 6 weeks of the date of the notice of the Dispute; or
 - (iii) the mediation fails to resolve the Dispute;

then the party serving the notice of Dispute will be entitled to commence any proceedings in a Court or Tribunal or before any authority or board in respect of the Dispute.

25.2 Urgent interlocutory relief

The procedure in clause 25.1 will not apply in respect of proceedings for urgent interlocutory relief.

26 Execution of documents

Documents executed for and on behalf of the Company must be executed by:

- (a) 2 Directors;
- (b) a Director and the Secretary; or
- (c) such other persons as the Directors by resolution appoint from time to time.

27 Accounts

- (a) The Directors must cause proper financial records to be kept and, if required by a law, regulation or guideline applicable to the Company or otherwise considered by the Directors to be appropriate, cause the accounts of the Company to be audited or reviewed accordingly.
- (b) The Directors must distribute to the Members copies of the annual financial reports of the Company accompanied by a copy of the report of the auditor or reviewer (as required) and report of Directors in accordance with the requirements of a relevant law, regulation or guideline.

28 Seals

28.1 Safe custody of common seals

The Directors must provide for the safe custody of any seal of the Company.

³ Resolution Institute is a not-for-profit organisation facilitating dispute resolution – further information can be found at www.resolution.institute.



28.2 Use of common seal

If the Company has a common seal or duplicate common seal:

- (a) it may be used only by the authority of the Directors, or of a committee authorised by the Directors to authorise its use; and
- (b) every document to which it is affixed must be signed by a Director and be countersigned by another Director, a Secretary or another person appointed by the Directors to countersign that document or a class of documents in which that document is included.

29 Inspection of records

29.1 Inspection by Members

Subject to the *Corporations Act*, the Directors may determine whether and to what extent, and at what times and places and under what conditions, the accounting records and other documents of the Company or any of them will be open to inspection by the Members (other than Directors).

29.2 Right of a Member to inspect

A Member (other than a Director) does not have the right to inspect any document of the Company except as provided by law or authorised by the Directors or by the Company in General Meeting.

30 Service of documents

30.1 Document includes notice

In this clause 30, a reference to a document includes a notice.

30.2 Methods of service

- (a) The Company may give a document to a Member or Director:
 - (i) personally;
 - (ii) by sending it by post to the address for the Member or Director in the Register or an alternative address nominated by the Member or Director;
 - (iii) by sending it to an electronic address nominated by the Member or Director; or
 - (iv) by any other method of service provided by the Corporations Act.
- (b) A Member or Director may give a document to the Company:
 - (i) by serving it on the Company at the Registered Office;
 - (ii) by sending it by post to the Registered Office; or
 - (iii) by sending it to the electronic address nominated by the Company.
- (c) A document is taken to be given:
 - (i) if it is sent by post:
 - (A) if sent to an address in Australia by ordinary post, on the 3rd business day after the date of its posting; and



- (B) if sent to an address outside Australia by airmail only, on the 7th business day after the date of its posting.
- (ii) if it is sent by electronic transmission, delivery of the document is taken:
 - (A) to be effected by properly addressing and transmitting the electronic transmission; and
 - (B) to have been delivered on the day following its transmission, and
- (iii) if it is given in any other way permitted under the Corporations Act, then when it is taken to have been given under the Corporations Act.

30.3 Evidence of service

A certificate in writing signed by a Director or a Secretary stating that a document was sent to a Member or Director by post or electronic transmission on a particular date is prima facie evidence that the document was so sent on that date.

31 Indemnity and insurance

31.1 Indemnity

- (a) The Company must indemnify any current or former Director, Secretary or executive officer of the Company out of the property of the Company against:
 - (i) every liability incurred by the person in that capacity; and
 - (ii) all legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the person becomes involved because of that capacity;except to the extent that:
 - (iii) the Company is forbidden by law (including the *Corporations Act*) to indemnify the person against the liability or legal costs;
 - (iv) an indemnity by the Company of the person against the liability or legal costs would, if given, be made void by any law; or
 - (v) the person is entitled to be, and is actually, indemnified by another person (including an insurer under any insurance policy).
- (b) The indemnity is a continuing obligation and is enforceable by a person even though they are no longer a Director, Secretary or executive officer of the Company.

31.2 Insurance

The Company may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring a person who is or has been a Director or Secretary or executive officer of the Company against liability arising out of conduct by the person in that capacity (**Relevant Conduct**), including a liability for legal costs, unless:

- (a) the Company is forbidden by law to pay or agree to pay the premium in respect of the Relevant Conduct (whether or not the law applies in the particular case); or
- (b) the contract would, if the Company paid the premium, be made void by any law (including the *Corporations Act*).



31.3 Contract

The Company may enter into an agreement with a person referred to in clauses 31.1 and 31.2 with respect to the matters covered by these clauses. An agreement entered into in accordance with this clause 31 may include provisions relating to rights of access to the books of the Company conferred by the *Corporations Act* or otherwise by law.

32 Amendment to Constitution

- (a) Subject to clause 32(c), this Constitution may only be amended by Special Resolution.
- (b) While the Company is a registered charity under the *ACNC Act*, the Members must not pass a Special Resolution that amends this Constitution if passing it causes the Company to no longer be a charity.
- (c) Any modification of this Constitution takes effect on the date the Special Resolution is passed or any later date specified, or provided for, in the resolution.

Schedule 1

Statement of Faith

1. Our Common Faith¹ (Titus 1:4)

As a community united in Christ for the education of students, we confess with the Church universal that:

- (a) there is one God (Deuteronomy 6:4; 1 Corinthians 8:4-6), eternal (1 Timothy 1:17) and indivisible, in whom are three Persons, Father, Son and Holy Spirit, which three Persons are really, truly and eternally distinct, each one truly God, yet without in any way destroying the unity of the one and only God, who is one and not three (Matthew 28:19; John 10:30; John 15:26; Romans 8:9-10);
- (b) this one God is the Creator of all things, visible and invisible; this one God is the Creator of all things, visible and invisible (Genesis 1:1; John 1:1-3; Hebrews 11:3);
- (c) God created humanity, both male and female, in His own image (hereinafter referred to as "man") (Genesis 1:27), with dominion over the creation (Genesis 1:26-28; Psalm 8);
- (d) man sinned by disobeying the express command of God (Genesis 2:16-17; Genesis 3:6-7), so repudiating his Creator and bringing God's wrath and curse upon himself and on the whole creation over which he rules (Genesis 3:17; Romans 1:18-23; Romans 8:20,22);
- (e) by the curse of sin justly imposed every man is cut off from communion with God and is dead in sin, wholly corrupt throughout the whole man, and utterly indisposed, disabled and made opposite to all good and wholly inclined to all evil (Genesis 6:5; Romans 3:10-23; Ephesians 2:1-3);
- (f) God in His love for the world, sent His Holy Son (John 3:16), Jesus Christ and our Lord to be born of the virgin Mary, being conceived by His Holy Spirit (Matthew 1:18), to live and suffer on this earth as a man under the curse of sin although Himself without sin, to endure the fullness of God's curse on sin in His death on the cross as a ransom for man (Isaiah 53:6; 2 Corinthians 5:21; Galatians 3:13), laying down His life for the sheep (John 10:10,28), so that all who believe in Him should receive without regard to their works or merit (Ephesians 2:8-9), full and free pardon, the riches of God's favour as His sons and heirs (Romans 8:15-17) and eternal life in Christ, being renewed by the Holy Spirit in Christ's likeness (2 Corinthians 3:16-18);
- (g) the Lord Jesus Christ, having died for our sins, rose again the third day by the power of God (1 Corinthians 15:3-4), ascended to heaven and is now seated at the right hand of God the Father Almighty who has put all things in subjection under His feet, appointing Him to be Head of all things (Ephesians 1:20-21) for the Church, which is His body (Ephesians 1:22-23);
- (h) at the time appointed by God and known to no man, this very same Jesus shall come the second time in power and great glory to judge all men, living and dead, and, having destroyed this present world, to establish the new heavens and new earth in which righteousness has a permanent home; (Isaiah 65:17-19; Acts 1:11; 2 Peter 3:13; Revelation 21:1-8);
- (i) when the Lord Jesus comes again all the dead shall be raised bodily, those who, by faith, have done well, to eternal life, and those who, through unbelief, have done evil,

¹ The term "common faith" comes from Titus 1:4, where the Apostle Paul writes, 'To Titus, my true son in our common faith', meaning those core beliefs that are common to Christians as outlined in the Statements.

to eternal condemnation (Daniel 12:2; John 5:24-29; Acts 24:15; 1 Thessalonians 4:13-18);

- (j) the risen Christ has sent the Holy Spirit into the world that by Him redemption might be effectually applied, the divine purpose of salvation accomplished, and the Church equipped for its mission on earth (Ezekiel 36:25-27; John 3:5-6; 1 Corinthians 12:4-11); and
- (k) the redemptive activity and gracious favour of God, Father, Son and Holy Spirit, is essential for the fulfilment of man's life (Ephesians 2:10; Ephesians 3:14-21).

2. The Word of God

We confess that:²

- (a) the Scripture of the Old and New Testaments, acknowledged in the confessions of the Reformation, is, in all things, our supreme standard by which all we do is to be judged (Hebrews 4:12-13);
- (b) this Scripture, written by men moved by the Holy Spirit is itself God's Word written, God himself being the author (2 Timothy 3:16; 2 Peter 1:20-21);
- (c) Scripture is the integral Word by which God through his Spirit, draws us to and enlightens us in the truth, which is Christ Jesus our Lord the eternal Word of God (John 16:13-14; Romans 10:17);
- (d) the same eternal Word who reveals Himself in Scripture reveals Himself in all that He has created so that the revelation of God is one (John 1:1-3; 2 Peter 3:5); and
- (e) Scripture is indispensable and determinative for our knowledge of God, of ourselves, and of the rest of creation, and also for the whole educational task (2 Timothy 3:17).

3. Man's Life

We confess that:³

- (a) man, as God's image-bearer, is given dominion over the creation to rule it, manage it, and develop it for God, who is King over Kings and Lord over Lords (Genesis 1:26-28; Revelation 4:11);
- (b) man's life is fulfilled only in a life of free, willing submission to God; a life lived in harmony with the law of God for His creation made known in the integral revelation of the Word of God (Genesis 1:26-28; Colossians 1:16; Colossians 3:23-24);
- (c) being now fallen into sin, man can attain this fulfilment only through renewal by the Holy Spirit after the image of his Creator (2 Corinthians 3:16-18; Colossians 2:9-10; Colossians 3:9-10);

² Confessions of the Reformation: for example, The Belgic Confession, The Heidelberg Catechism, the Westminster Confession of Faith and the 1689 Baptist Confession of Faith.

These confessions, or statements of faith, follow the theological tradition of the 16th Century Reformation, with central theological points including the sovereignty of God, the authority of the Bible and that salvation is by grace alone, through faith in Christ alone and to the glory of God alone.

³ Statements 3 to 9, in particular, are philosophical in their language. Originally known as an Educational Creed, they are written in the tradition of Reformation philosophy. It traces back to Reformational thinkers, including Abraham Kuyper, who used his understanding of the Bible, and of philosophy, to respond to humanistic thinkers who elevate human reason above God and the Bible.

Other authors who write in this tradition include Stuart Fowler, a key contributor to our Educational Creed and to the book "No Icing on the Cake: Christian Foundations for Education in Australia," and Craig G. Bartholomew and Michael W. Goheen, who wrote "The Drama of Scripture" and "Christian Philosophy: A Systematic and Narrative Introduction".

- (d) for man to attempt anything at all in independence of God or in ignorance of God's revelation is inherently destructive of man and of the creation over which he is given dominion (Genesis 3:1-19⁴; Romans 8:22-23);
- (e) the Bible teaches that families are formed through marriage and that marriage is a commitment between one man and one woman, to the exclusion of all others, that is for life and is the only rightful place for sexual activity and procreation (Genesis 2:22-25; Mark 10:1-12);
- (f) it is man's glory, as God's image-bearer, to do everything that the glory of God is revealed in his doing (John 15:8; 2 Corinthians 4:5-7); and
- (g) the development of the child as the image-bearer of God is a central concern of the educational task.⁵

4. Sin and Education

We confess that:

- (a) human life in its entirety is religion, unfolding itself as service to the one true God or of a God-substitute⁶ (Romans 1:25; 1 Thessalonians 1:8-10);
- (b) in sin man has repudiated God in favour of God-substitutes with the result that he is cut off from the knowledge of God, of himself, and of the meaning of the creation, so that the light that he supposes he has is darkness and his wisdom is folly (Romans 1:21-23);
- (c) apart from the man Christ Jesus, no man is emptied from this falsifying of knowledge⁷ through sin, but all alike grope in darkness, being blinded to the meaning of life, of the world and of man himself (John 3:18-21; 2 Corinthians 4:4-6);
- (d) no area of human knowledge is free of this sinful falsifying (Ephesians 4:17-18);
- (e) true education is possible only where the fear of God is re-established by God's grace in the heart of man as the indispensable foundation of all wisdom and knowledge (Psalm 130:3-4; Proverbs 1:7); and
- (f) children have the same sin nature of rebellion against God and His laws deep within their heart and that discipline if required, when administered in love, is a commanded and vital part of such Christian education⁸ (Proverbs 19:18).

5. Redemption in Christ

We confess that:

- (a) God in Christ by the Cross has restored the whole creation to harmony with Himself, making all things new in Christ (Colossians 1:19-20);

⁴ Genesis 3:8-19 reveals how Adam and Eve's sin was "destructive" in their relationship with God, with each other and with Creation, and was "destructive" on Creation itself.

⁵ Bearing the image of God is central to our identity, value and purpose in God's world – before and after the Fall – as revealed in the Scripture verses highlighted in this Statement of Faith (3. Man's Life).

⁶ Stuart Fowler explains this as a "religious antithesis": "In principle, there are only two ways for human life to go: either the way of loving service to God in faith or the way of service of a creaturely substitute for God in unbelief." "No Icing on the Cake: Christian Foundations for Education in Australia," edited by Jack Mechielsen (page 10). So, by implication, the god we worship will impact the content and purpose of education.

⁷ In Genesis 3:1-5, Satan "falsifies" Adam and Eve's knowledge of God when he asks, "Did God really say you must not eat from any tree in the garden?" Then Eve "falsifies" truth when she says they couldn't even "touch" the fruit. Satan "falsifies" truth further when he says they wouldn't surely die but become like *God*, but they were already "like God" (Genesis 1:27).

⁸ In partnership with parents.

- (b) although the fulfilment of this restoration awaits the future revelation of Christ in glory (Romans 8:22-23), yet, in principle, by the present work of the Holy Spirit in the world, it is a present reality to be reckoned with in faith in every area of life;
- (c) Christ in His redemption, by His Holy Spirit, is creating a new regenerated humanity (Titus 3:4-6) bound in covenant community (Acts 3:25; Luke 22:20)⁹ to Christ as Head (Colossians 1:12-20);
- (d) this covenant community of God's appointed is the means, through the power of the Holy Spirit within the community, for communicating the redemption of Christ to the world (Matthew 28:18-20; 1 Peter 2:4-10); and
- (e) although, by the grace of God, men who reject the Word of God as the ordering principle of life provide many valuable insights into the common structure of reality, yet the religious direction of their thought remains radically opposed to that of the covenant community in Christ, so that there can be no possibility of a synthesis of their systems of thought with the scripturally directed thought which Christ's covenant community is called to pursue (Ephesians 4:17-24).

6. Man's Task

We confess that:

- (a) the whole cosmos is the creation of God remaining under His government, upheld by His power (Colossians 1:15-17) and existing for His glory (Psalm 19:1; Revelation 4:9-11);
- (b) the cosmos is neither chaotic nor meaningless, but ordered and pregnant with meaning by the creative act of God, graciously preserved and sustained by Him in spite of the disruptive effects of man's sin, and subject to the law of the Creator in all things (Genesis 1:1-31¹⁰; Hebrews 1:1-3);
- (c) it is man's task to unfold the meaning that God, the Creator, has given to the creation (Genesis 1:26-28; Matthew 28:18-20)¹¹;
- (d) man can fulfil his task only as, dependent on the Holy Spirit; he functions in subjection to the law by which God orders the creation (Psalm 104)¹²;
- (e) the law of the Creator ensures a rich diversity (Psalm 104:24) within the breakable unity¹³ (Psalm 104:5; Colossians 1:17) of the cosmos;
- (f) the whole creation finds its coherence and meaning in Christ who is the First and the Last, the Beginning and the End of the creation of God (Colossians 1:15-20);

⁹ In Genesis 17:7, God gave the promise of an "everlasting covenant" to Abraham and his descendants and through them blessing would come to all nations (Genesis 12:3). Jesus, in Luke 22:20, fulfilled the "everlasting covenant" to Abraham, establishing "the new covenant in His blood" and His "new covenant" community, the Church.

¹⁰ Creation is not chaotic or meaningless or a product of chance, because "God created" everything with order and purpose (Genesis 1:1). In verses 3-25, God creates ordered environments on days 1 to 3 and then, on days 4 to 6, He fills them with plant, bird, fish and animal life that are ordered "according to their kind". In Genesis 1:26-28, God creates "male and female in His image" with a meaningful task as His image-bearers.

¹¹ Our original Creation mandate as God's image-bearers, to fill the world and cultivate it, now includes a mission mandate: going into all the world to make disciples by sharing the Good News that Jesus died to reconcile sinners and Creation, and to bring all things under His Lordship.

¹² Psalm 104 describes all of Creation, and the life in it, functioning under God's creation laws. Note in verse 30, the role of the Holy Spirit, on whom we are dependent in our role.

¹³ Another term used by Reformational philosophers for "rich diversity and unbreakable unity" is "irreducible complexity", meaning that God's Creation was diverse, complex and ordered from the beginning. See also footnote 10.

- (g) although by God's grace, men who reject the Word of God are not left altogether without understanding of the order and structure of the creation without which fruitful living would be impossible (Acts 14:8-18, especially 15-17), man cannot truly know the creation in its God-given meaning without an obedient listening to Scripture as God's Word written in the light of which he studies the creation (Romans 1:19-20¹⁴); and
- (h) true education is the unfolding to the child of the creation in harmony, with the order and meaning it has in Christ, so that the child may be prepared and equipped for his office and calling in this world as God's image-bearer and steward (Genesis 1:26-28; Matthew 28:18-20 and see footnote 11).

7. The Special Task of Parents

We confess that:

- (a) God has given parents the responsibility for the nurture of children by discipline and instruction according to the Word of the Lord (Ephesians 6:4);
- (b) to enable them to carry out this responsibility, God has given parents authority over their children to guide and direct them in the way of righteousness and calls on children to honour, respect and obey their parents in the Lord (Ephesians 6:1-3);
- (c) faithful training of children means instructing them in the covenant¹⁵ revealed in Scripture by which God binds His people to Himself in wholehearted love, which covenant is the key to the fulfilment of all man's life (Luke 22:20)¹⁶; and
- (d) while parents may invite others to share with them in the nurture of their children, the responsibility for this nurture remains the responsibility of the parents whose task it always remains to determine the character and religious direction of the education of their children in every respect (like Israel in Deuteronomy 6:4-9).

8. The Special Task of the School

We confess that:

- (a) a school where Christ is confessed as Head of the educational task in harmony with Scripture is a valid expression of the life of the covenant community¹⁷ redeemed in Christ (Colossians 1:15-20);
- (b) the School is only one of several ways in which the covenant community expresses itself in this temporal world, each one displaying in a distinctive manner the rich fullness of Christ's redemption (Matthew 5:1-2, 14-16);
- (c) it is the special task of the School¹⁸ to open out to the child the meaning and structure of the creation under the guidance of the Word of God as part of the equipment of the child for his calling in life in subjection to Christ as King; and

¹⁴ As Romans 1:19 and Psalm 19:1 point out, Creation is God's general revelation of Himself to all people. However, we need Scripture – God's special revelation – to explain Creation, Fall, Redemption and New Creation, and our place in it.

¹⁵ For the Dutch founding parents of our schools in Australia, their covenant understanding included baptising their children as a sign of the promises in the covenant of grace fulfilled in Jesus, and they pledge to raise children in that hope. While baptism is not a matter of Common Faith in our schools, we can take our responsibilities to bring up our children in the Lord as seriously as they did.

¹⁶ Covenant is "the key to the fulfilment of all man's life" in the sense that through the new covenant in Christ's blood we are restored into relationship with God and renewed in His image and purposes.

¹⁷ Our Dutch founding parents used the illustration of a three-legged stool to explain the "Covenant Community" of Church, Home and School, with the three partnering together for a child's education.

¹⁸ This statement finds its content from Statement 6 regarding Man's Task.

- (d) the School, under Christ and by His Holy Spirit, is to advance the reign of Christ on earth in accordance with its special task so that His Kingdom may come to expression here and now (Ephesians 1:9-10), though with much imperfection and weakness, and so that our Lord may find us busy in His garden when He comes in glory (Matthew 24:36-51).

9. The Special Task of the School Community

We confess that:

- (a) parents, with their children, united in Christ in the special task of the School together with teachers and others who share with them a common confession of faith, constitute a Christian school community that is not in subjection to city or state, or any other human authority as regards its special duties but is subject to Christ who only rules as King over all¹⁹;
- (b) while the School is entitled to expect freedom from interference in its special task, it is required to respect and uphold all legitimate authority, in particular the authority of family, church and state to encourage this respect in the child, according to the Word of God (Romans 13:1-7);
- (c) the responsibility, and corresponding authority, of parents for the nurture of their children, including especially their responsibility of those aspects of this nurture that form the special task of the School, is to be fully recognised and safeguarded by the School at all times (Ephesians 6:4);
- (d) without diminishing the responsibility or authority of parents, the whole body of Christ, as one body in the Lord, shares responsibility for the task of the School (Psalm 78:1-8); and
- (e) the authority of the teacher, to which the student is subject within the School community and which is to be upheld by the whole School community, is given for the effective nurture of the child within the limit of the special task of the School, and is to be used only for this purpose with the recognition that all authority is of God to whom all who exercise authority must give account (1 Peter 2:13-17).

10. Confession

Confessing Christ as King of Kings and Lord of Lords, the Redeemer and Renewer of all our life (Revelation 1:5-6; Revelation 19:11-16), we pursue the educational task together, with:

- (a) confident hope and humble reliance in God who, for Jesus sake, sends His Holy Spirit to lead us into the truth, which is Christ (John 15:26); and
- (b) glad submission to God's Word as the guide for all our endeavour (James 1:18-25), that in all things God may be glorified through Jesus Christ, whose is the Glory and the Dominion for ever and ever (Ephesians 3:20-21).

Amen.

¹⁹ Abraham Kuyper explained this with the term "sphere sovereignty". Jesus is King and Sovereign over all, but He delegates "spheres of sovereignty" to government, parents, church and school. While they work together with regards to things like education, they are to respect the unique sphere of responsibility that each is delegated by God, with parents having the primary sphere of responsibility in their children's education.