

CONSTITUTION

***Glenroy Neighbourhood Learning
Centre
Incorporated***

Amended 24 May 2016

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Constitution

1. NAME

The name of the incorporated association is Glenroy Neighbourhood Learning Centre Incorporated.

2. AIMS AND PURPOSES OF GLENROY NEIGHBOURHOOD LEARNING CENTRE INC

Under the Adult, Community and Further Education Act 1991 [incorporating amendments as at 1 March 2001] and the Vocational Education and Training Act 1990 [incorporating amendments as at 30 June 1993] Glenroy Neighbourhood Learning Centre Inc purposes include:

- 2.1 To be an accessible and equitable agency for education and training in the fields of adult and community education and vocational education.
- 2.2 To contribute towards technical and further education through programs and other opportunities for adults to prepare for and undertake formal education as part of the state system of post-compulsory education institutions.
- 2.3 To participate in processes to advise the Northern Metropolitan Regional Council of Adult, Community and Further Education, the Adult Community and Further Education Board and appropriate bodies charged by the Victorian Government with responsibility for vocational and further education.
- 2.4 To provide affordable, quality tuition through education programs which are responsive to individual and community needs including adult literacy and basic education, participation in the final years of secondary schooling, English as a second language for adults, and programs directed towards self expression, creativity, personal growth and general education.
- 2.5 To ensure educational pathways for learners and participants within and beyond Glenroy Neighbourhood Learning Centre Inc.
- 2.6 To contribute to the development of a strong local community by responding to the educational and community development needs of residents in Glenroy and surrounding areas.
- 2.7 To strengthen links and partnerships and build areas of mutual cooperation with other agencies in Glenroy and surrounding suburbs.
- 2.8 To promote Glenroy Neighbourhood Learning Centre Inc's aims, purposes and programs to raise community awareness of them.
- 2.9 To promote social justice through all Glenroy Neighbourhood Learning Centre Inc's purposes, programs and activities, to value all individual people regardless of background, and to assist them participate more effectively in the community.

3. DEFINITIONS

In these rules:

“Financial Year” means the year ending 31st December.

“Manager” is the paid employee (or employees) of Glenroy Neighbourhood Learning Centre Inc who is/are responsible for operational matters at Glenroy Neighbourhood Learning Centre as delegated by the Management Committee.

“The Committee of Management” means those persons elected or co-opted in accordance with these rules to oversee the management of Glenroy Neighbourhood Learning Centre Inc.

“Address” means either postal address or email address.

“The Act” means the Association Incorporation Reform Act 2012 and includes any regulations under that Act.

4. MEMBERSHIP

- 4.1 The following people are eligible for membership:
 - (i) All currently enrolled students of Glenroy Neighbourhood Learning Centre Inc including students placed on its waiting list.
 - (ii) All persons who are committed to the aims of Glenroy Neighbourhood Learning Centre Inc.
 - (iii) All persons employed by Glenroy Neighbourhood Learning Centre Inc.
- 4.2 To apply for membership or renewal of membership, a person must:
 - (i) complete and sign the Membership Application Form in Appendix 1
 - (ii) lodge the application with the Secretary of Glenroy Neighbourhood Learning Centre Inc
- 4.3 The Secretary must refer the application to the Committee as soon as practicable.
- 4.4 The Committee must decide whether to approve or reject the application. The resolution to accept membership must be recorded in the minutes of the Committee meeting.
- 4.5 If the Committee approves an application for membership, the Secretary must, as soon as practicable: –
 - (i) Notify the applicant in writing.
 - (ii) Enter the applicants name, address and date of acceptance as a member in the register of members.
 - (iii) The applicant is entitled to exercise the rights of a member when the Committee of Management approves the person’s membership.

If the Committee rejects an application, the Committee must, as soon as practicable, notify the applicant in writing that the application has been rejected.

5. JOINING FEES AND ANNUAL SUBSCRIPTIONS

- 5.1 There shall be no joining fee.
- 5.2 Glenroy Neighbourhood Learning Centre may at any Annual General Meeting set annual subscriptions.
- 5.3 The Committee of Management may waive all or part of the subscription fee when requested by an applicant for membership or a member renewing their membership.

6. GENERAL RIGHTS OF MEMBERS

- 6.1 A member of the Association who is entitled to vote has the right: –
 - (i) to receive notice of general meetings and of proposed special resolutions in the manner and time prescribed by these Rules; and
 - (ii) to submit items of business for consideration at a general meeting; and
 - (iii) to attend and be heard at general meetings; and
 - (iv) to vote at a general meeting; and
 - (v) to have access to the minutes of general meetings and other documents of the Association as provided under rule 8; and
 - (vi) to inspect the register of members.
- 6.2 The register of members will include:
 - (i) the member's name;
 - (ii) the address for notice last given by the member, which for the Committee will be the address of the organisation;
 - (iii) the date of becoming a member; and
 - (iv) any other information determined by the Committee.
- 6.3 A member is entitled to vote if: –
 - (i) the member is a member other than an associate member; and
 - (ii) more than 10 business days have passed since he or she became a member of the Association; and
 - (iii) the member's membership rights are not suspended for any reason.

7. REGISTER OF MEMBERS

- 7.1 A Register of Members shall be kept.
- 7.2 The register will record the full name, address and date of joining or rejoining for each member.
- 7.3 A member may write to the Secretary to request that their contact details be withheld and not entered into the Members Register, explaining the reasons for such a request.
- 7.4 Information on the Register of Members is confidential and may only be used for the purposes directly related to the management and/or the purposes of Glenroy Neighbourhood Learning Centre Inc.

8. CUSTODY OF INSPECTION OF BOOKS AND RECORDS

- 8.1 Members may on request inspect free of charge:
 - (i) the register of members;
 - (ii) the minutes of general meetings;
 - (iii) subject to subrule (2), the financial records, books, securities and any other relevant document of the Association, including minutes of Committee meetings.
- 8.2 The Committee may refuse to permit a member to inspect records of the Association that relate to confidential, personal, employment, commercial or legal matters or where to do so may be prejudicial to the interests of the Association.
- 8.3 The Committee must on request make copies of these rules available to members and applicants for membership free of charge.
- 8.4 Subject to subrule (2), a member may make a copy of any of the other records of the Association referred to in this rule and the Association may charge a reasonable fee for provision of a copy of such a record.
- 8.5 Any relevant documents will copied for a fee comparable to the market price, which is at the discretion of the Manager.
- 8.6 For the purposes of this rule:

Relevant documents means the records and other documents, however compiled, recorded or stored, that relate to the incorporation and management of the Association and includes the following:

 - (i) its membership record;
 - (ii) its financial statements;
 - (iii) its financial records;
 - (iv) records and documents relating to transactions, dealings, business or property of the Association.

9. CESSATION OF MEMBERSHIP

- 9.1 A member may resign from Glenroy Neighbourhood Learning Centre Inc. by advising the secretary in writing, giving one month's notice.
- 9.2 Membership of the Glenroy Neighbourhood Learning Centre Inc. expires three (3) years after the date of entry recorded in the Membership Register.
- 9.3 Members will be informed in July if their membership has expired or will expire in that calendar year and will be invited to renew membership.
- 9.4 The Secretary will record the date on which membership ceased in the membership register.

10. DISCIPLINE, SUSPENSION AND EXPULSION OF MEMBERS

- 10.1 Subject to these rules, if the Management Committee is of the opinion that a member has refused or neglected to comply with these Rules, or has been guilty of conduct unbecoming a member or prejudicial to the interests of the Glenroy Neighbourhood Learning Centre Inc, the Management Committee may: –
 - (i) fine that member an amount not exceeding \$500 or
 - (ii) suspend that member from membership of the Glenroy Neighbourhood Learning Centre Inc for a specified period; or

- (iii) expel that member from the Glenroy Neighbourhood Learning Centre Inc.
- 10.2 A resolution of the Management Committee to fine, suspend or expel does not take effect unless the resolution is confirmed or revoked at a Management Committee meeting held not earlier than 14 days, and not later than 28 days, after notice has been given to the member.
- 10.3 The Secretary must, as soon as practicable after the resolution of the Management Committee passed under 8.1, give the member a written notice-
- (i) setting out the resolution of the Management Committee and the grounds on which it is based: and
 - (ii) stating that the member, or his or her representative, may address the Management Committee at a meeting to be held not earlier than 14 days and not later than 28 days after the notice has been given to that member; and
 - (iii) stating the date, place and time of that meeting; and
 - (iv) informing the member that he or she may do one or both of the following –
 - attend that meeting;
 - give to the Management Committee before the date of that meeting a written statement seeking the revocation of the resolution;
 - (v) informing the member that, if at that meeting, the Management Committee confirms the resolution, he or she may not later than 48 hours after that meeting, notify the Secretary in writing that he or she wishes to appeal to the Glenroy Neighbourhood Learning Centre Inc in a general meeting against the resolution.
- 10.4 At a meeting of the Management Committee to confirm or revoke a resolution passed under 8.1, the Management Committee must –
- (i) give the member, or his or her representative, an opportunity to be heard; and
 - (ii) give due consideration to any written statement submitted by the member; and
 - (iii) determine by resolution whether to confirm or to revoke the resolution.
- 10.5 If at the meeting of the Management Committee, the Management Committee confirms the resolution, the member may, not later than 48 hours after that meeting, notify the Secretary in writing that he or she wishes to appeal to the Glenroy Neighbourhood Learning Centre Inc in a general meeting against the resolution.
- 10.6 If the Secretary receives a notice under 10.5, he or she must notify the Management Committee and the Management Committee must convene a general meeting of the Glenroy Neighbourhood Learning Centre Inc to be held within 21 days after the date on which the Secretary received the notice.
- 10.7 At a general meeting of the Glenroy Neighbourhood Learning Centre Inc convened under 10.6 –
- (i) no business other than the question of the appeal may be conducted; and
 - (ii) the Management Committee may place before the meeting details of the grounds for the resolution and the reasons for the passing of the resolution; and
 - (iii) the member, or his or her representative, must be given an opportunity to be heard; and

(iv) the members present must vote by secret ballot on the question whether the resolution should be confirmed or revoked.

10.8 A resolution is confirmed if, at the general meeting, not less than two-thirds of the members present at the meeting vote in person, in favour of the resolution. In any other case the resolution is revoked.

11. GENERAL MEETINGS

11.1 Frequency of meetings

There shall be an Annual General Meeting and at least one other General Meeting every year.

11.2 Calling General Meetings

The Committee of Management may by resolution at any time call a General Meeting.

11.3 Upon the written request of at least seven members the Committee of Management must call a General Meeting no less than 14 days and no more than 28 days after the request is received. If it fails to do so, the members themselves may convene the General Meeting.

11.4 Notice of General Meetings

All members of Glenroy Neighbourhood Learning Centre Inc shall be notified in writing on Glenroy Neighbourhood Learning Centre Inc's notice boards of the place, date and time of a general meeting no less than seven days prior to the meeting, or by verbal notification. Except where changes to the Constitution are to be proposed at a General meeting, in which case 21 days notice must be given.

11.5 Omission of notice

The accidental omission to give notice to, or the non-receipt of a notice of a meeting by any member, shall not invalidate the proceedings, or resolutions of that meeting.

11.6 Chairing General Meetings

The Chairperson or the person she/he nominates shall chair each general meeting.

11.7 Minutes

Minutes shall record all resolutions and proceedings and contain a record of names of people present.

11.8 Resolution/voting

Each member present at the General Meeting is entitled to one vote.

Resolutions other than special resolutions shall be carried by a majority of the members present and voting. In the case of equality of votes the resolution shall be carried and a review of that resolution will take place at a time fixed by the General Meeting.

There shall be no proxy voting.

11.9 Quorum

At all General Meetings 5% of the membership or nine members present – whichever is the greater – shall make a quorum. If within thirty minutes of the set time for a Meeting, a quorum is not present the Meeting shall not proceed.

11.10 Adjournment

Any Meeting may decide to adjourn to another time.

12. SPECIAL RESOLUTIONS TO CHANGE THE CONSTITUTION

12.1 A special resolution is required to change this constitution or the stated aims and objectives of Glenroy Neighbourhood Learning Centre Inc. Notice of special resolutions must be included in the notice of the General Meeting.

12.2 A special resolution is carried if it is agreed to by three-quarters of the members of Glenroy Neighbourhood Learning Centre Inc present, and voting, at that General Meeting.

13. ANNUAL GENERAL MEETINGS

13.1 The Committee of Management shall convene an Annual General Meeting within five months of the end of each financial year.

13.2 The Annual General Meeting shall:

- (i) confirm the minutes of the last Annual General Meeting;
- (ii) receive reports and the annual financial statement containing income and expenditure; assets and liabilities; mortgages, charges and securities; and trusts in accordance with Part 7 of the Act.
- (iii) elect the Committee of Management in accordance with 13.3 and 13.4;
- (iv) elect a Returning Officer for the coming year
- (v) attend to any other business.

13.3 Committee of Management nominations shall be in writing and submitted to the Returning Officer before the commencement of the Annual General Meeting.

13.4 Nominations will be accompanied by the written consent of the candidate.

13.5 The ballot for the election of members of the Committee of Management shall be conducted at the Annual General Meeting in such manner as the Meeting may direct.

13.6 A general meeting of the Association may –

- (i) by special resolution remove a committee member from office; and
- (ii) elect an eligible member of the Association to fill the vacant position in accordance with this provision.

14. COMMITTEE OF MANAGEMENT

14.1 The Committee of Management

- (i) shall manage the affairs of Glenroy Neighbourhood Learning Centre Inc in accordance with the policy of the General Meetings and these rules.
- (ii) has power to perform all such acts and things as appear to the committee to be essential for the proper management of the business and affairs of the Association, other than in matters required by these Rules to be exercised by a general meeting.

- (iii) The Committee of Management is accountable to and must report to General Meetings.
- (iv) A General Meeting may, by special resolution, remove a committee member from office.

14.2 The Committee of Management shall consist of:

- (i) Officers of the Association.
- (ii) 7 ordinary members elected at the Annual General Meeting.
- (iii) members co-opted by the Committee of Management to fill a temporary vacancy.

14.3 The officers of the Association shall be

- (i) Chairperson.
- (ii) a Vice-Chairperson.
- (iii) a Treasurer
- (iv) a Vice-Treasurer; and
- (v) a Secretary.

14.4 Term of Office

Each member of the Management Committee shall hold office until the annual general meeting next after the date of his or her election or co-option but is eligible for re-election.

14.5 Attendance at Committee of Management meetings

Committee of Management meetings are open to all members of Glenroy Neighbourhood Learning Centre Inc to attend and observe.

Except where it is agreed otherwise by the committee, only members of the Committee may vote.

14.6 Attendance by non-members

The Committee of Management may invite non-members to attend and participate in Committee meetings. Non-members shall not have voting rights.

14.7 Quorum at Committee of Management meetings

At Committee of Management meetings a third of the members elected shall make a quorum.

15. VACANCY AND LEAVE OF ABSENCE

15.1 The position of an elected member of the Committee of Management becomes vacant when a member:

- (i) ceases to be a member of the Glenroy Neighbourhood Learning Centre Inc, or
- (ii) resigns verbally or in writing; or
- (iii) fails to attend more than four consecutive Committee of Management meetings excluding leave under sub-section 15.3 of this constitution.

15.2 Where an elected member of the Committee of Management fails to attend three consecutive meetings, the Committee shall advise the member verbally, or in writing, that his or her position on the Committee of Management is to become vacant should he or she fail to attend the next meeting of the Committee .

15.3 The Committee of Management will consider granting leave of absence to any member of the Committee.

15.4 The Committee of Management may co-opt members.

15.5 Elections to fill a permanent vacancy shall be conducted by a General Meeting.

16. PROCEEDINGS OF COMMITTEE OF MANAGEMENT

16.1 The Committee of Management shall meet at least four times a year at such place and time as the Committee may determine. Meetings shall not be held more than three months apart.

16.2 Any two members of the Committee of Management may at any time summon a meeting of the Committee.

16.3 Verbal and/or written notice (including agenda) of each Committee of Management meeting shall be given within reasonable time of the meeting to each member of the Committee, and any member who has requested to be informed of Committee of Management meetings.

16.4 All meetings shall attempt to make decisions by general agreement.

16.5 Where general agreement cannot be reached, the matter may be decided by a vote. In the case of a tied vote the motion shall be carried on the proviso that the motion will be reviewed at a time set by the Committee of Management.

16.6 Minutes shall record all resolutions, proceedings and names of people present. Minutes shall be available for inspection by members of the Association at Glenroy Neighbourhood Learning Centre Inc. Minutes shall be forwarded to all members of the Committee of Management.

16.7 The Committee of Management shall be responsible for implementing policy decisions and attend to other duties as required.

17. FINANCE

17.1 The Management Committee through the Treasurer and its employees, be responsible for

- (i) ensuring that the handling of money is honest and accountable.
- (ii) ensuring that effective financial systems, with correct accounts, books and record keeping are in place.
- (iii) authorising of payments.
- (iv) financial planning which seeks to ensure the financial viability of Glenroy Neighbourhood Learning Centre Inc.

17.2 All payments shall be authorised by two of the signatories appointed by the Committee of Management. Only one signatory can be an employee of Glenroy Neighbourhood Learning Centre Inc for amounts above a limit set by the Committee of Management.

17.3 All end of year finances are to be independently audited by a suitably qualified registered accountant.

18. SEAL

18.1 The common seal of the Glenroy Neighbourhood Learning Centre Inc. shall be kept in safe custody at Glenroy Neighbourhood Learning Centre Inc's office.

18.2 The signatures of two Members of the Management Committee shall witness the use of the common seal. Only one signatory may be a paid employee.

19. WINDING UP THE AFFAIRS OF GLENROY NEIGHBOURHOOD LEARNING CENTRE INC

In the event of the winding up of Glenroy Neighbourhood Learning Centre Inc., the assets of Glenroy Neighbourhood Learning Centre Inc shall be disposed of in accordance with the provisions of the Act or any other Act or Government regulations or requirements of the relevant funding body, or shall be transferred to some other similar organisation, fund, authority or institution which itself is exempt from income tax and which has been endorsed as a Deductible Gift Recipient by the commissioner.

20. CUSTODY OF RECORDS

All records, documents and securities of **Glenroy Neighbourhood Learning Centre Inc.** shall be kept at Glenroy Neighbourhood Learning Centre Inc's office under the control of the Secretary. All such books, documents and securities shall be available for inspection by the membership upon reasonable notice to the Secretary.

21. FUNDS

The funds of **Glenroy Neighbourhood Learning Centre Inc.** shall come from grants, donations, annual subscriptions and such other sources as determined by the Committee of Management.

22. GRIEVANCE PROCEDURE

22.1 The grievance procedure set out in this rule applies to disputes under these Rules between:

- (i) a member and another member; or
- (ii) a member and the Association

Except that an employee of the Association may seek to have the dispute resolved through the Grievance procedures determined by industrial agreement agreed to by the Association.

22.2 The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within 14 days after the dispute comes to the attention of all of the parties.

22.3 If the parties are unable to resolve the dispute at the meeting, or if a party fails to attend that meeting, then the parties must, within 10 days, hold a meeting in the presence of a mediator.

22.4 The mediator must be:

- (i) a person chosen by agreement between the parties; or
- (ii) in the absence of agreement:
- (iii) in the case of a dispute between a member and another member, a person appointed by the committee of the Association; or
- (iv) in the case of a dispute between a member and the Association, a person who is a mediator appointed or employed by the Dispute Settlement Centre or Victoria (Department of Justice).
- (v) A member of the Association can be a mediator.
- (vi) The mediator cannot be a member who is a party to the dispute.

22.5 The parties to the dispute must, in good faith, attempt to settle the dispute by mediation

22.6 The mediator, in conducting the mediation, must:

- (i) give the parties to the mediator process every opportunity to be heard; and
- (ii) allow due consideration by all parties of any written statement submitted by any party; and
- (iii) ensure that natural justice is accorded to the parties to the dispute throughout the mediation process.

22.7 The mediator must not determine the dispute.

22.8 If the mediation process does not result in the dispute being resolved, the parties may seek to resolve the dispute in accordance with the Act otherwise at law.

Application for Membership of Membership of Glenroy Neighbourhood Learning Centre Inc.

I, _____ (full

name in BLOCK LETTERS)

Of _____

(Address in BLOCK LETTERS)

desire to become a member at Glenroy Neighbourhood Learning Centre Inc.

I am currently enrolled in _____

or employed by Glenroy Neighbourhood Learning Centre.

I am committed to the aims of Glenroy Neighbourhood Learning Centre Inc.

(Delete what does not apply)

If I am admitted as a member, I agree to bound by the Rules of the Association. I agree to have my name and address made available for inspection by other members as outlined in Clause 6..

Date _____ Signature of Applicant _____

✂ _____

I _____

(full name in BLOCK LETTERS)

A member of Glenroy Neighbourhood Learning Centre Inc, nominate the applicant who is personally known to me for membership of the Association

Date _____ Signature of Proposer _____