

# **RULES OF ASSOCIATION**

**DEVONPORT CHAPLAINCY INCORPORATED**

## 1. Name of association

The name of the Association is as follows:

**Devonport Chaplaincy Incorporated**

## 2. Interpretation

In these rules –

"Act" means the Associations Incorporation Act 1964;

"Affiliate Church" means a Church that has signed and accepts the Memorandum of Understanding (Refer Appendix C), holds to the Statement of Faith as set out in the Schedule (Refer Appendix A), financially contributes to the Association at a level determined by the Association and has been accepted by the Association as an Affiliate Church as set out in the Memorandum of Understanding.

"Association" means the association referred to in rule 1;

"auditor" means the person appointed as the auditor of the Association under rule 9;

"basic objects of the Association" means the objects and purposes of the Association as stated in an application under section 7 of the Act for the incorporation of that Association;

"chaplain" means a representative in the school of the local Christian Community in a broad, non-sectarian sense who agrees with and believes wholly in the Statement of Faith (refer Appendix A).

"committee" means a committee as defined by the Act;

"general meeting" includes –

- (a) the annual general meeting; and
- (b) any special general meeting;

"ordinary business of the annual general meeting" means the business specified in rule 11(5);

"ordinary committee member" means a member of the committee to whom rule 23(1)(b) relates;

"special general meeting" means any general meeting other than the annual general meeting.

### **3. Association's office**

**The office of the Association is to be at the following place or any other place the committee determines:**

1<sup>st</sup> Floor, Bass House, Cnr Best & Edward Streets, Devonport, TAS 7310

### **4. Objects and purposes of Association**

**Devonport Chaplaincy Incorporated (hereafter referred to as “DCI”) is commissioned by the Churches of Devonport to support and promote School Chaplaincy in Devonport. DCI is commissioned via the Memorandum of Association (hereafter referred to as the “MOU”) as agreed and signed by all Member Churches (Refer Appendix C).**

**All members of DCI must accept and adhere to the Statement of Faith as set out in Appendix B and be an active member of an Affiliate Church as set out in the MOU.**

**In addition to the basic object of the Association, the objects and purposes of the Association include the following:**

- (a) the purchase, taking on lease or in exchange, and the hiring or otherwise acquiring of any real or personal property necessary or convenient for any of the objects or purposes of the Association;**
- (b) the buying, selling and supplying of, and dealing in, goods of all kinds;**
- (c) the construction, maintenance and alteration of buildings or works necessary or convenient for any of the objects or purposes of the Association;**
- (d) the accepting of any gift for any one or more of the objects or purposes of the Association;**
- (e) the taking of any step the committee or the members in general meeting consider expedient for the purpose of procuring contributions to the funds of the Association;**
- (f) the printing and publishing of any newspapers, periodicals, books, leaflets or other documents the committee or the members in general meeting consider desirable for the promotion of the objects and purposes of the Association;**

**(g) the borrowing and raising of money in any manner and on terms –**

**(i) the committee thinks fit; or**

**(ii) approved or directed by resolution passed at a general meeting;**

**(h) subject to the provisions of the *Trustee Act 1898*, the investment of any moneys of the Association not immediately required for any of its objects or purposes in any manner the committee determines;**

**(i) the making of gifts, subscriptions or donations to any of the funds, authorities or institutions to which section 78(1)(a) of the *Income Tax Assessment Act 1936* of the Commonwealth relates;**

**(j) the establishment and support, or aiding in the establishment and support, of associations, institutions, funds, trusts, schemes and conveniences calculated to benefit servants or past servants of the Association and their dependants, and the granting of pensions, allowances or other benefits to servants or past servants of the Association and their dependants, and the making of payments towards insurance in relation to any of those purposes;**

**(k) the establishment and support, or aiding in the establishment or support, of any other association formed for any of the basic objects of the Association;**

**(l) the purchase or acquisition, and undertaking, of all or any part of the property, assets, liabilities and engagements of any association with which the Association is amalgamated in accordance with the provisions of the Act and the rules of the Association;**

**(m) the doing of any lawful thing incidental or conducive to the attainment of the basic objects of the Association or of any of the objects and purposes specified in this rule.**

## **5. Membership of Association**

**1. Subject to the limitations set out below a person is qualified to be a member of the Association if, and only if -**

**(a) the person is a person referred to in Section 15(l) (a), (b) or (c) of the Act and has not ceased to be a member of the Association at any time after incorporation of the Association under the Act; and**

**(b) the person is a natural person who accepts the Statement of Faith as set out in Appendix A, who has been duly approved by an Affiliate Church as set out in the MOU, and has been accepted by DCI to become a Member of the Association.**

**The limitations on membership referred to above are as follows:**

**(1) The member must be an Active Member of an Affiliate Church as set out in the MOU.**

**(2) There shall be no more than 2 members from each Affiliate Church as set out in the MOU unless the Association by Special Resolution determines otherwise; and**

**(3) The member must acknowledge, by signing, the Statement Of Faith as set out in Appendix A, and must continue to agree with that Statement.**

**(2) A person who is not a member of the Association at the time of the incorporation of the Association is not to be admitted to membership –**

**(a) unless the person is nominated in accordance with subrule (1); and**

**(b) the admission as a member is approved by the committee.**

**(3) A nomination of a person for Membership of the Association is to be –**

**(a) made in writing and signed by 2 members of the Association; and**

**(b) accompanied by the written consent of the person nominated; and**

**(c) lodged with the public officer of the Association.**

**(4) The consent referred to in subrule (3) may be endorsed on the nomination.**

**(5) As soon as practicable after the receipt of a nomination, the public officer is to refer the nomination to the committee.**

**(6) On a nomination being approved by the committee, the public officer is to notify the nominee, in writing, that he or she has been approved for membership of the Association.**

**(7) A member of the Association may resign from the Association by delivering or sending by post to the public officer a written notice of resignation.**

**(8) On receipt of a notice from a member under subrule (7), the public officer is to remove the name of the member from the register of members.**

**(9) A person – (a) becomes a member of the Association when his or her name is entered in the register of members; and**

**(b) ceases to be a member of the Association when his or her name is removed from the register of members.**

**(10) Any right, privilege or obligation of a person as a member of the Association –**

**(a) is not capable of being transferred or transmitted to another person; and**

**(b) terminates on the cessation of the membership.**

**(11) If the Association is wound up –**

**(a) every member of the Association; and**

**(b) every person who, within the period of 12 months immediately preceding the commencement of the winding up, was a member of the Association –**

**is liable to contribute –**

**(c) to the assets of the Association for payment of the debts or liabilities of the Association; and**

**(d) for the costs, charges and expenses of the winding up; and**

**(e) for the adjustment of the rights of the contributories among themselves.**

**(12) Any liability under subrule (11) is not to exceed \$20.**

**(13) A former member is not liable to contribute under subrule (11) in respect of any debt or liability of the Association contracted after he or she ceased to be a member.**

## **6. Income and property of Association**

**(1) The income and property of the Association is to be applied solely towards the promotion of the objects and purposes of the Association.**

**(2) No portion of the income and property of the Association is to be paid or transferred to any member of the Association.**

**(3) The Association is not to –**

**(a) appoint a person who is a member of the committee to any office in the gift of the Association to the holder of which there is payable any remuneration by way of salary, fees or allowances; or**

**(b) pay to any such person any remuneration or other benefit in money or money's worth, other than the repayment of out-of-pocket expenses.**

**(4) A servant or member of the Association may be paid –**

**(a) remuneration in return for services rendered to the Association or for goods supplied to the Association in the ordinary course of business; or**

**(b) interest at a rate not exceeding 7¼% on money lent to the Association; or**

**(c) a reasonable and proper sum by way of rent for premises let to the Association.**

## **7. Accounts of receipts and expenditure**

**(1) True accounts are to be kept of –**

**(a) all money received and expended by the Association and the matter in respect of which the receipt or expenditure takes place; and**

**(b) the property, credits and liabilities of the Association.**

**(2) The accounts are to be open to inspection by the members of the Association subject to any reasonable restrictions as to time and manner of inspecting the Association may impose.**

**(3) The treasurer of the Association is to keep all general records, accounting books and records of receipts and expenditure connected with the operations and business of the Association in the form and manner the committee directs.**

**(4) The accounts, books and records are to be kept at the Association's office or at any other place the committee decides.**

## **8. Banking and finance**

**(1) The treasurer of the Association, on behalf of the Association, is to –**

**(a) receive all money paid to the Association; and**

**(b) immediately after the receipt issue official receipts.**

**(2) The committee is to cause to be opened with any bank, building society or credit union the committee selects an account in the name of the Association into which all money received is to be paid as soon as possible after receipt.**

**(3) The committee may –**

**(a) receive from the Association's financial institution the cheques drawn by the Association on any of its accounts with the financial institution; and**

**(b) release and indemnify the financial institution from and against all claims, actions, suits or demands that may be brought against the financial institution arising directly or indirectly out of those cheques.**

**(4) Except with the authority of the committee, a payment of any sum exceeding \$2 is not to be made from the funds of the Association otherwise than by cheque or EFT drawn on the Association's Account.**

**(5) The committee may provide the treasurer with a sum to meet urgent expenditure, subject to any conditions in relation to the use and expenditure the committee may impose.**

**(6) Cheques are not to be drawn on the Association's account except for the payment of expenditure that has been authorised by the committee.**

**(7) All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments are to be –**

**(a) signed by the treasurer or, in his or her absence, by any other member or members of the committee the committee nominates for that purpose; and**

**(b) countersigned by the public officer or nominated representative.**

## **9. Auditor**

**(1) At each annual general meeting of the Association, the members present are to appoint a person as the auditor of the Association.**

**(2) The auditor is to hold office until the annual general meeting next after that at which he or she is appointed, and is eligible for re-appointment.**

**(3) The first auditor may be appointed by the committee before the first annual general meeting, and, holds office until the first annual general meeting, unless earlier removed by a resolution of the members at a general meeting, when that meeting may appoint an auditor to act until the first annual general meeting.**

**(4) If an appointment is not made at an annual general meeting, the committee is to appoint an auditor for the current financial year of the Association.**

**(5) Except as provided in subrule (3), the auditor may only be removed from office by special resolution.**

**(6) If a casual vacancy occurs in the office of auditor during the course of a financial year of the Association, the committee may appoint a person as the auditor to hold office until the next succeeding annual general meeting.**

#### **10. Audit of accounts**

**(1) The auditor is to examine the accounts of the Association at least once in each financial year of the Association.**

**(2) The auditor is to –**

**(a) certify as to the correctness of the accounts of the Association;  
and**

**(b) report to the members present at the annual general meeting.**

**(3) In the report and in certifying to the accounts, the auditor is to state if –**

**(a) he or she has obtained the required information; and**

**(b) in his or her opinion, the accounts are properly drawn up so as to exhibit a true and correct view of the financial position of the Association –**

**(i) according to the information at his or her disposal and the explanations given; and**

**(ii) as shown by the books of the Association; and**

**(c) the rules relating to the administration of the funds of the Association have been observed.**

**(4) The public officer of the Association is to cause to be delivered to the auditor a list of all the accounts, books and records of the Association.**

**(5) The auditor may –**

**(a) have access to the accounts, books, records, vouchers and documents of the Association; and**

**(b) require from the servants of the Association any information and explanations he or she considers necessary for the performance of the duties as auditor; and**

**(c) employ persons to assist in investigating the accounts of the Association; and**

**(d) in relation to the accounts of the Association, examine any member of the committee or any servant of the Association.**

## **11. Annual general meeting**

**(1) The Association is to hold an annual general meeting each year.**

**(2) The annual general meeting is to be held on any day (being not later than 3 months after the close of the financial year of the Association) the committee determines.**

**(3) The annual general meeting is to be in addition to any other general meetings that may be held in the same year.**

**(4) The notice convening the annual general meeting is to specify the purpose of the meeting.**

**(5) The ordinary business of the annual general meeting is to be as follows:**

**(a) to confirm the minutes of the last preceding annual general meeting and of any general meeting held since that meeting;**

**(b) to receive from the committee, auditor and servants of the Association reports on the transactions of the Association during the last preceding financial year;**

**(c) to elect the officers of the Association and the ordinary committee members;**

**(d) to appoint the auditor and determine his or her remuneration;**

**(e) to determine the remuneration of servants of the Association.**

**(6) The annual general meeting may transact special business of which notice is given in accordance with these rules.**

## **12. Special general meetings**

**(1) The committee may convene a special general meeting of the Association at any time.**

**(2) The committee, on the requisition in writing of at least 10 members, may convene a special general meeting of the Association.**

**(3) A requisition for a special general meeting –**

**(a) is to state the objects of the meeting; and**

**(b) is to be signed by the requisitionists; and**

**(c) is to be deposited at the office of the Association; and**

**(d) may consist of several documents, each signed by one or more of the requisitionists.**

**(4) If the committee does not cause a special general meeting to be held within 21 days from the day on which a requisition is deposited at the office of the Association, the requisitionists, or any of them, may convene the meeting within 3 months from the day of the deposit of the requisition.**

**(5) A special general meeting convened by requisitionists is to be convened in the same manner as nearly as possible as meetings are convened by the committee.**

**(6) All reasonable expenses incurred by requisitionists in convening a special general meeting are to be refunded by the Association.**

## **13. Notices of general meetings**

**The public officer of the Association, at least 14 days before the date fixed for holding a general meeting of the Association, is to cause to be inserted in at least one newspaper published in this State an advertisement –**

**(a) specifying the place, day and time for the holding of the meeting; and**

**(b) the nature of the business to be transacted at the meeting.**

## **14. Business and quorum at general meetings**

**(1) All business transacted at a general meeting, except the ordinary business of the annual general meeting, is special business.**

**(2) Business is not to be transacted at a general meeting unless a quorum of members entitled to vote is present at the time the meeting is considering that business.**

**(3) A quorum for the transaction of the business of a general meeting is 3 members present and entitled to vote.**

**(4) If a quorum is not present one hour after the appointed time for the commencement of a general meeting, the meeting –**

**(a) if convened on the requisition of members, is to be dissolved; or**

**(b) in any other case, is to be adjourned to the same day in the next week at the same time at the same place.**

**(5) If at an adjourned meeting a quorum is not present one hour after the time appointed for the commencement of the meeting, the meeting is to be dissolved.**

**(6) The chairperson, by written notice or at the time of the adjournment, may specify another place to which a meeting is to be adjourned.**

#### **15. President to preside at general meetings**

**(1) The president, or in his or her absence, the vice-president, or in the absence of both the president and the vice-president, the other vice-president, is to preside as chairperson at every general meeting of the Association.**

**(2) If the president and vice-president are absent from a general meeting, the members present are to elect one of their number to preside as chairperson.**

#### **16. Adjournment of general meetings**

**(1) The chairperson of a general meeting at which a quorum is present may, with the consent of the meeting, adjourn the meeting from time to time and place to place, but no business is to be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.**

**(2) If a meeting is adjourned for 14 days or more, the notice of the adjourned meeting is to be given in the same manner as the notice of the original meeting.**

**(3) It is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.**

#### **17. Determination of questions arising at general meetings**

**(1) A question arising at a general meeting of the Association is to be determined on a show of hands.**

**(2) Unless before or on the declaration of the result of the show of hands a poll is demanded, a declaration by the chairperson that a resolution has, on a show of hands, been carried, or carried unanimously, or carried by a particular majority, or lost, and an entry to that effect in the minute book of the Association is evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, that resolution.**

#### **18. Votes**

**(1) On any question arising at a general meeting of the Association, a member has one vote only.**

**(2) All votes are to be given personally.**

**(3) In the case of an equality of voting on a question, the chairperson has a second or casting vote.**

#### **19. Taking of poll**

**If at a meeting a poll on any question is demanded –**

**(a) it is to be taken at that meeting in the manner the chairperson directs; and**

**(b) the result of the poll is taken to be the resolution of the meeting on that question.**

#### **20. When poll to be taken**

**(1) A poll that is demanded on the election of a chairperson, or on a question of adjournment, is to be taken immediately.**

**(2) A poll that is demanded on any other question is to be taken at any time before the close of the meeting as the chairperson directs.**

#### **21. Affairs of Association to be managed by a committee**

**(1) The affairs of the Association are to be managed by a committee of management constituted as provided in rule 23.**

**(2) The committee –**

**(a) is to control and manage the business and affairs of the Association; and**

**(b) may exercise all the powers and perform all the functions of the Association, other than those powers and functions that are required by these rules to be exercised by general meetings of members of the Association; and**

**(c) has power to do anything that appears to the committee to be essential for the proper management of the business and affairs of the Association.**

## **22. Officers of the Association**

**(1) The officers of the Association are as follows:**

- (a) a president;**
- (b) a vice-president;**
- (c) a treasurer;**
- (d) a secretary.**

**(2) The provisions of rule 24(2), (3) and (4), so far as they are applicable and with the necessary modifications, apply in relation to the election of persons to any of the offices referred to in subrule (1).**

**(3) Each officer of the Association is to hold office until the annual general meeting next after the date of election, and is eligible for re-election.**

**(4) If a casual vacancy in any office referred to in subrule (1) occurs, the committee may appoint one of its members to the vacant office, to hold the office up to and including the conclusion of the annual general meeting next following the date of the appointment.**

## **23. Constitution of the committee**

**(1) The committee consists of the following members elected at the annual general meeting of the Association in each year:**

- (a) the officers of the Association;**
- (b) any other members.**

**(2) An ordinary committee member is to hold office until the annual general meeting next after the date of election, and is eligible for re-election.**

**(3) If a casual vacancy occurs in the office of ordinary committee member, the committee may appoint a member of the Association to fill the vacancy until the conclusion of the annual general meeting next following the date of the appointment.**

## **24. Election of the number of members for committee**

**(1) Nominations of candidates for election as officers of the Association or as ordinary committee members are to be –**

**(a) made in writing signed by 2 members of the Association and accompanied by the written consent of the candidate (which may be endorsed on the nomination); and**

**(2) If insufficient nominations are received to fill all vacancies on the committee –**

**(a) the candidates nominated are taken to be elected; and**

**(b) further nominations are to be received at the annual general meeting.**

**(3) If the number of nominations received is equal to the number of vacancies to be filled, the persons nominated are taken to be elected.**

**(4) If the number of nominations exceeds the number of vacancies to be filled, a ballot is to be held.**

**(5) The ballot for the election of officers and ordinary committee members is to be conducted at the annual general meeting in the usual manner as directed by the committee.**

## **25. Vacation of office**

**For the purpose of these rules, the office of an officer of the Association or of an ordinary committee member becomes vacant if the officer or committee member –**

**(a) dies; or**

**(b) is expelled from the Association;**

**(c) ceases to be an active member of an Affiliate Church as set out in the MOU;**

**(d) is advised in writing by the secretary that the Affiliate Church as set out in the MOU has indicated to the Association that the person no longer has the endorsement of the Church to be a member of the Association; or**

**(e) 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; or**

**(f) Is, or becomes a member of a Church which is not an Affiliate Church as set out in the MOU;**

**(g) becomes bankrupt or applies to take or takes advantage of any law relating to bankrupt or insolvent debtors or compounds with his or her creditors, or makes any assignment of his or her estate for their benefit; or**

**(h) resigns office in writing addressed to the committee; or**

**(i) ceases to be resident in the State; or**

**(j) fails, without leave granted by the committee, to attend 3 consecutive meetings of the committee; or**

**(k) ceases to be a member of the Association.**

## **26. Meetings of the committee and of subcommittees**

**(1) The committee is to meet at least 4 times per year at any place and time the committee determines.**

**(2) Special meetings of the committee may be convened by the president or any 2 of its members.**

**(3) Notice is to be given to members of the committee of any special meeting, specifying the general nature of the business to be transacted, and no other business is to be transacted at such a meeting.**

**(4) Fifty percent (or the next whole number after fifty percent if that be an uneven number) of the Committee constitute a quorum for the transaction of the business of a meeting of the Committee.**

**(5) Business is not to be transacted unless a quorum is present.**

**(6) If half an hour after the time appointed for the meeting a quorum is not present, the meeting is to be adjourned to the same place and at the same hour of the same day in the following week unless the meeting was a special meeting in which case it is to be dissolved.**

**(7) At a meeting of the committee, the following is to preside:**

**(a) the president, or in his or her absence the vice-president,**

**(b) if the president and vice-president are absent, any one of the remaining members of the committee as may be chosen by the members present.**

**(8) Any question arising at a meeting of the committee or of any subcommittee appointed by the committee is to be determined –**

**(a) on a show of hands; or**

**(b) if demanded by a member, by a poll taken in any manner the person presiding at the meeting determines.**

**(9) Each member present at a meeting of the committee or of any subcommittee appointed by the committee (including the person presiding at the meeting) is entitled to one vote.**

**(10) If there is an equality of votes on any question, the person presiding has a second or casting vote.**

**(11) Written notice of each committee meeting is to be served on each member of the committee by –**

**(a) delivering it at a reasonable time before the meeting; or**

**(b) sending it by post in a prepaid envelope addressed to his or her usual or last-known address in time to reach him or her in due course of post before the date of the meeting.**

## **27. Disclosure of interest in contracts**

**(1) A member of the committee who is interested in any contract or arrangement made or proposed to be made with the Association is to disclose the interest –**

**(a) at the first meeting of the committee at which the contract or arrangement is first taken into consideration, if the interest then exists; or**

**(b) in any other case, at the first meeting of the committee after the acquisition of the interest.**

**(2) If a member of the committee becomes interested in a contract or arrangement after it is made or entered into, he or she is to disclose the interest at the first meeting of the committee after he or she becomes so interested.**

**(3) A member of the committee is not to vote as a member of the committee in respect of any contract or arrangement in which he or she is interested and any such vote is not to be counted.**

## **28. Subcommittees**

**(1) The committee may –**

- (a) appoint a subcommittee from the committee; and**
- (b) prescribe the powers and functions of that subcommittee.**

**(2) The committee may co-opt any person as a member of a subcommittee without voting rights, whether or not the person is a member of the Association.**

**(3) A quorum at a meeting of the subcommittee is 1 appointed members.**

**(4) The public officer of the Association is to convene meetings of a subcommittee.**

**(5) Written notice of each subcommittee meeting is to be served on each member of the subcommittee by –**

- (a) delivering it at a reasonable time before the meeting; or**
- (b) by sending it by post in a prepaid envelope addressed to his or her usual or last-known address in time to reach him or her in due course of post before the date of the meeting.**

## **29. Executive committee**

**(1) The president, the vice-president, the treasurer and the secretary constitute the executive committee.**

**(2) The executive committee may issue instructions to the public officer and the servants of the Association in matters of urgency connected with the management of the affairs of the Association during the period between meetings of the committee.**

**(3) The executive committee is to report on any instructions issued under subrule (2) to the next meeting of the committee.**

## **30. Annual subscription**

**(1) The annual subscription payable by Affiliate Churches is to be the sum set out in the MOU.**

**(2) The annual subscription may be altered by the members by special resolution.**

**(3) The annual subscription of a member is due and payable on or before the first day of the financial year of the Association.**

### **31. Financial year**

**The financial year of the Association is the period beginning on 1 January and ending on the 31 December of the same year.**

### **32. Notices**

**A notice may be served by or on behalf of the Association on any member –**

**(a) personally; or**

**(b) by sending it through the post in a prepaid envelope addressed to the member at his or her usual or last-known address.**

### **33. Disciplining of Members**

**(1) Where the Committee is of the opinion that a member of the Association -**

**(a) has persistently refused or neglected to comply with a provision or provisions of these Rules; or**

**(b) has persistently and wilfully acted in a manner prejudicial to the interests of the Association, the Committee may, by resolution -**

**(c) expel the member from the Association; or**

**(d) suspend the member from membership of the Association for a specified period.**

**(2) A resolution of the Committee under Clause (1) is of no effect unless the Committee, at a meeting held not earlier than 14 days and not later than 28 days after service on the member of a notice under Clause (3), confirms the resolution in accordance with this Rule.**

**(3) Where the Committee passes a resolution under Clause (1), the secretary shall, as soon as practicable, cause a notice in writing to be served on the member –**

**(a) setting out the resolution of the Committee and the grounds on which it is based;**

**(b) stating that the member may address the Committee at a meeting to be held not earlier than 14 days and not later than 28 days after service of the notice;**

**(c) stating the date, place and time of that meeting; and**

**(d) informing the member that the member may do either or both of the following:-**

**(i) attend and speak at that meeting;**

**(ii) submit to the Committee at or prior to the date of that meeting written representations relating to the resolution.**

**(4) At a meeting of the Committee held as referred to in Clause (3), the Committee shall -**

**(a) give to the member an opportunity to make oral representations;**

**(b) give due consideration to any written representations submitted to the Committee by the member at or prior to the meeting; and**

**(c) by resolution determine whether to confirm or to revoke the resolution.**

**(5) Where the Committee confirms a resolution under Clause (4), the secretary shall, within 7 days after that confirmation, by notice in writing inform the member of the fact and of the member's right of appeal under Rule 9.**

**(6) If the Committee does not consist of all members of the Association then a resolution confirmed by the Committee under Clause (4) does not take effect -**

**(a) until the expiration of the period within which the member is entitled to appeal against the resolution where the member does not exercise the right of appeal within that period; or**

**(b) where within that period the member exercises the right of appeal, unless and until the Association confirms the resolution pursuant to Rule 9.**

#### **34. Right of Appeal of Disciplined Member**

**(1) If the Committee does not consist of all members of the Association then a member may appeal to the Association in general meeting against a resolution of the Committee which is confirmed under Rule 8(4), within 7 days after notice of the resolution is served on the member, by lodging with the secretary a notice to that effect.**

**(2) Upon receipt of a notice from a member under Clause (1), the secretary shall notify the Committee which shall convene a general meeting of the Association to be held within 21 days after the date on which the secretary received the notice.**

**(3) At a general meeting of the Association convened under Clause (2) -**

**(a) no business other than the question of the appeal shall be transacted;**

**(b) the Committee and the member shall be given the opportunity to state their respective cases orally or in writing, or both; and**

**(c) the members present shall vote by secret ballot on the question of whether the resolution should be confirmed or revoked.**

**(4) If at the general meeting the Association passes a special resolution in favour of the confirmation of the resolution, the resolution is confirmed.**

### **35. Disputes**

**(1) A dispute between a member of the Association in the capacity as a member and the Association is to be determined by arbitration in accordance with the provisions of the Commercial Arbitration Act 1986.**

**(2) This rule does not affect the operation of rule 34.**

### **36. Seal of Association**

**(1) The seal of the Association is to be in the form of a rubber stamp, inscribed with the name of the Association encircling the word "Seal".**

**(2) The seal of the Association is not to be affixed to any instrument except by the authority of the committee.**

**(3) The affixing of the seal is to be attested by the signatures of –**

**(a) 2 members of the committee; or**

**(b) one member of the committee and the public officer of the Association or any other person the committee may appoint for that purpose.**

**(4) Attestation under subrule (3) is sufficient for all purposes that the seal was affixed by authority of the committee.**

**(5) The seal is to remain in the custody of the public officer.**

### **37. Removal of Member**

**(1) The Association in general meeting may by resolution remove any member of the Committee from the office of member before the expiration of the member's term of office and may by resolution appoint another person to hold office until the expiration of the term of office of the member so removed.**

**(2) Where a member of the Committee to whom a proposed resolution referred to in Clause (1) relates makes representations in writing to the Secretary or Chairman (not exceeding a reasonable length) and requests that the representations be notified to the members of the Association, the Secretary or the Chairman may send a copy of the representations to each member of the Association or, if they are not so sent, the member is entitled to require that the representations be read out at the meeting at which the resolution is considered.**

### **38. Payment, etc., of Office Bearers and Members**

**A member of the Committee shall not be appointed to any salaried office of the Association or any office of the Association paid by fees, and no remuneration or other benefit in money or money's worth shall be given by the Association to any member of the Committee except -**

**(a) repayment of out-of-pocket expenses;**

**(b) interest at a rate not exceeding interest at the rate for the time being which is or would be charged by the Association's bankers for money lent to the Association; and**

**(c) reasonable and proper rent for premises let to the Association.**

**(d) No payment made under the preceding sub-clauses (b) & (c) shall be made unless approved by a special resolution of the Committee.**

## **APPENDIX A - STATEMENT OF FAITH**

**1. We believe in the Divine inspiration, and infallibility and supreme authority of the Old and New Testaments in their entirety and that the Holy Spirit so moved the writers that what they wrote are authoritative statements of truth.**

**2. We believe there is one God in whom there are three equal Divine Persons, revealed as the Father, Son and the Holy Spirit; and who of His own sovereign Will created the heavens, the earth and all that is contained within the Universe.**

**3. We believe the Lord Jesus Christ is the eternally existing, only begotten Son of the Father, conceived by the Holy Spirit and born of the virgin Mary. As God He became flesh and dwelt among us; as man He was God.**

**4. We believe all people are in a fallen, sinful and lost condition through the rebellion of Adam and Eve who were created without sin and in this state of depravity are helpless to save themselves and are under the condemnation of God to eternal punishment in Hell.**

**5. We believe that by God's love and mercy salvation from the penalty and consequences of sin is found only through the substitutionary atoning death and resurrection of the Lord Jesus Christ.**

**6. We believe it is the Holy Spirit alone who convicts people of sin, leads them to repentance, creates faith within them and regenerates and fills those who believe on the Lord Jesus Christ as Lord. It is the indwelling Spirit who bestows the Gifts of the Spirit and manifests the Fruit of the Spirit in the believer.**

**7. We believe Christ died for our sins, was buried and the third day rose from the dead; that He appeared to certain people who touched Him and knew His bodily presence and that He ascended to His Father.**

**8. We believe the Lord Jesus Christ will return in person with His saints and that the full consummation of the Kingdom of God awaits His return.**

**9. We believe those who have been regenerated by the Holy Spirit will receive a resurrection body at the return of Jesus Christ and be forever with the Lord, while those who have not believed will be resurrected to stand at the Judgement Seat of God to receive His judgement and eternal condemnation to Hell.**

**10. We believe in the actual existence of Satan who is the father of all evil and opposed to God although ultimately subject to the purposes of God and destined to be confined forever to Hell.**

**11. We believe the Church is the Body of Christ composed of all believers in the Lord Jesus Christ, which finds its visible manifestation in the local community of believers and ministers through the co-operative exercise of God given gifts by the entire membership. Each local community of believers is competent under Christ as Head of the Church to order its life.**

## **APPENDIX B - STUDENT WELFARE AND CHILD PROTECTION POLICY**

**Chaplains represent Christ and His ministry to the whole person to students by their lives and their teaching. In teaching the Christian faith they have a ministry to the student as a whole person, not just as a consumer of lesson material.**

**If the opportunity arises a Chaplain may be able to offer pastoral care to a student, but this should not be an expectation of teachers. In particular, Chaplains should remember they are part of the school community and should seek to work constructively with the rest of that community, including the coordinator of student welfare and the pastoral care committee.**

**Chaplains should cooperate with the welfare and pastoral care procedures set up by the school. A Chaplain employed by Devonport Chaplaincy Inc. who believes a student under 18 years of age has been the victim of any form of abuse or neglect should report the matter to the Principal so that established procedures can be followed to see the student is safe and his or her welfare protected.**

**Chaplains should be open with students about the limits of confidentiality. If a student approaches a Chaplain with a personal problem and the Chaplain believes it may be related to child abuse, before making any disclosures the student should be advised of those limits. The Chaplain could say something like:**

**“If you want to talk to me about child abuse I have to notify the Principal. If you want to talk about that, you should go to the School Counsellor, or I could put you in touch with a Minister who would be willing to talk to you about it.”**

## **APPENDIX C – MEMORANDUM OF UNDERSTANDING**

### **1. Introduction**

**This Memorandum of Understanding (hereafter referred to as the “MoU”) details the agreement and the principles that will guide the Development and implementation of Christian - School Chaplaincy in all Devonport Public Schools.**

**The MoU exists to provide a positive working relationship between the Devonport Christian Leaders Association (hereafter referred to as “DCLA”) and Devonport Chaplaincy Inc. (hereafter referred to as the “DCI”).**

**The DCLA was formed in 1999 as an unincorporated association to provide opportunity for Devonport Church leaders to network together. The Devonport Christians Leaders Association is an unincorporated association of Christian Leaders representing the various Christian Churches in the Devonport region. This Association was formed in lieu of the traditional ministers fraternal with the view of providing an alternative type of forum for the Church leaders to network and work together for Kingdom benefit. As an association the DCLA has progressively moved towards this end with strategic development, Devonport School Chaplaincy being one the initiatives the Association.**

**The DCLA established DCI to implement and develop Chaplaincy in every Devonport School on its behalf. This is done in accordance with the DCI Rules of Association and those items identified below.**

**Devonport Chaplaincy exists to remain a servant of the Devonport Churches in the implementation and maintaining of School Chaplaincy Programs. Affiliate churches, as identified in this MoU, are churches represented in the DCLA that sign this MoU.**

**This MoU seeks to define the role of both entities in this collaborative partnership and the fundamentals that will guide the day-to-day operations and processes of accountability required by both parties.**

### **2. Purpose of this Memorandum of Understanding**

**The purpose of this MoU is to scope the areas of responsibility, accountability and parameters required in the working relationship between the DCLA & DCI. Understanding the Purpose & Vision of DCI helps bring perspective to these abovementioned areas. DCI exists to see “*Life Changing Chaplaincy in Every Devonport School*”. Furthermore DCI exists to implement this in the context of upholding the Biblical value of “the Church” and its Kingdom contribution. DCI does this on behalf of the DCLA who is a representation of the broader, combined Church of Devonport. The MoU is used in conjunction with the aims & objectives of the Association DCI and seeks to ensure that its existence is purely for implementation not propagation of an entity in its own right. DCI represents and is an extension of the local church and remains accountable in that regard.**

**Whilst DCI has clearly spelt out purposes contained within its constitution this MoU affirms the accountably DCI has to the DCLA as their representatives within the School Chaplaincy arena.**

**It is considered that this MoU will be used as a constant yardstick for the ongoing working relationship of the DCLA / DCI partnership and its**

**effectiveness in the development and ongoing sustainability of Chaplaincy in Devonport Schools.**

### **3. Scope of this MoU**

**This MoU recognises that Chaplaincy in Devonport Schools is delivered in the following manner and in accordance with State and Federal guidelines.**

**Devonport Chaplaincy INC. is responsible for implementing and delivering those responsibilities as outlined within the Definition of Responsibilities section of this MoU in accordance with state and federal guidelines.**

**The source of funding for Chaplains employed in Devonport Schools can be identified as follows:**

- ⇒ Local Funding – Funds raised by the local Community – including Churches, Community, Schools and other business sponsorships.**
- ⇒ National School Chaplaincy Program (NSCSWP) – Approved funding provided under the current Federal Government School Chaplaincy program.**
- ⇒ Other Program & Grant funding sources**

**All these funding sources are relevant to School Chaplaincy in Devonport and fall within the scope of MoU.**

#### **4. Roles and Responsibilities**

**This MoU identifies the Primary Roles and Responsibilities of the DCI and DCLA as follows:**

*Affiliate Churches;* All undersigned Churches are deemed an Affiliate Church as set out in the Rules of Association.

##### *Primary Roles of the DCI:*

- ⇒ **DCI acknowledges that it is representing the Affiliate Churches as it implements and develops Chaplaincy in every Devonport School.**
- ⇒ **DCI is responsible to develop an effective Christian Chaplaincy program that functions within the context of biblical guidelines and the pattern that Christ laid down for the Local Church.**
- ⇒ **Development of School Chaplaincy programs in Devonport consistent with State and Federal guidelines.**
- ⇒ **Administration of staff financial arrangements, salary, superannuation, insurance and professional development pathway.**
- ⇒ **Coordinate to provide pastoral care and support of all DCI staff.**
- ⇒ **DCI is accountable to affiliate Churches to report on the progress, development and financial position of Chaplaincy. This is to include the provision of regular updates. Practically this will mean the provision of speakers, promotional and informative material.**
- ⇒ **DCI is responsible to all affiliate churches in ensuring that all staff /Chaplains and or volunteers have the approval and endorsement of the their church leaders and are active members as per the Rules of the Association**
- ⇒ **Ensure that all volunteers comply with all Government and Statutory requirements. All Staff & Volunteers must complete a Volunteer application form and have a current DoE Good Character Check.**
- ⇒ **To Coordinate and facilitate the connecting of Chaplains with Churches and Churches with Chaplains.**
- ⇒ **Provide oversight and strategy for the establishment of sustainable School Chaplaincy programs in every Devonport School.**
- ⇒ **Ensure that the Spiritual objectives of Christian Chaplaincy are met.**

***Primary Roles of the DCLA (affiliate churches):***

- ⇒ **Support and uphold the overall value of “Christian” Chaplaincy in our Devonport Schools.**
- ⇒ **All affiliate Churches hereby are agreed participants in this MoU partnership and will provide representation on the DCI committee as needed and as set out within the Rules of Association.**
- ⇒ **Provide representation on Chaplaincy Management Teams, at the School level, as needed and as set out within Tasmanian Department of Educations guidelines and the DCI Rules of Association.**
- ⇒ **Actively pursue, in coordination with DCI, all opportunities that exist to connect our Churches with our School community’s through all Chaplaincy Programs.**
- ⇒ **Keep congregations aware and informed of what is happening through School Chaplaincy in Devonport.**
- ⇒ **Financially support the development and ongoing sustainability of School Chaplaincy.**
- ⇒ **Provide Pastoral Care to our Chaplains through Prayer, Encouragement and suitable avenues where support can be provided.**
- ⇒ **To be available to actively advise & consult around the suitability of staff /Chaplains and or volunteers. Chaplains & Student Mentors are required to provide a reference of suitability annually from their Pastor or nominated representative.**
- ⇒ **All Church Staff & Volunteers working in schools must complete a Devonport Chaplaincy Volunteer Application form and have a current DoE Good Character Check.**

**5. Oversight of this MoU**

**Twice a year and/or at the discretion of the DCLA Chairman this MoU will be tabled at a designated DCLA meeting for consideration about whether the defined roles and purposes of this MoU are being achieved. The DCLA would then provide written feedback to the DCI accordingly.**

**Likewise the DCI Chairman will initiate consideration and review around the defined roles and purposes of this MoU and provide written feedback to the DCLA as required.**

**6. Conclusion**

**This Memorandum of Understanding seeks to provide a framework for clearly established partnership between the DCLA and DCI in the implementation of effective School Chaplaincy in Devonport Schools.**

**The undersigned, as the “*Affiliate Church - Devonport Churches*” & “*Devonport Chaplaincy Inc.* together commit to seeing “*Life Changing Chaplaincy in Every Devonport School*”**

**We acknowledge that a commitment to this process will facilitate the opportunity for true spiritual transformation in the lives of over 5000 students and their extended families represented by our Devonport Schools.**

**Signatories to this MoU**

*Affiliate Church - DCLA*

*Devonport Chaplaincy Inc.*

Church Name:

1- Chairman:

Date:

*Senior Minister/ Leader*

Name:

Signed:

Date:

Church Name:

2 - CEO:

Date:

*Senior Minister/ Leader*

Name:

Signed:

Date:

Church Name:

3 - Secretary:

Date:

*Senior Minister/ Leader*

Name:

Signed:

Date:

Church Name:

4 - Board Member:

Date:

*Senior Minister/ Leader*

Name:

Signed:

Date:

Church Name:

5 - Board Member:

Date:

*Senior Minister/ Leader*

Name:

Signed:

Date:

Church Name:

6 - Board Member:

Date:

*Senior Minister/ Leader*

Name:

Signed:

Date:

Church Name:

7 - Board Member:

Date:

*Senior Minister/ Leader*

Name:

Signed:

Date:

Church Name:

8 - Board Member:

Date:

*Senior Minister/ Leader*

Name:

Signed:

Date:

Church Name:

*Senior Minister/ Leader*

Name:

Signed:

Date: