CONSTITUTION OF ST FRANCIS XAVIER SCHOOL
PARENTS AND FRIENDS RUNAWAY BAY

1. NAME

1.1 The name of the Association shall be St Francis Xavier School Parents and Friends.

2. OBJECTIVES

2.1 The objectives of the Association shall be those which accord with the content of the documents. The Catholic School (Sacred Congregation for Catholic Education, Rome 1997) and The Code of “Canon Law (1983)”.

In particular, the Association will participate in the optimum spiritual, intellectual, social and physical development of pupils in the school by:

a) fostering a distinctive Christian environment in the school;

b) development maximum co-operation between parents and school staff;

c) utilising those structures which are established to promote the principles of Christian education;

d) providing a medium for information and participation of parents;

e) affiliation with the Federation of Parents and Friends Association of Catholic School, Queensland by payment of the membership fee (levy). Payment of membership fee to the Federation will automatically bring about affiliation with the Diocesan P&F Council.

2.2 The Association shall not:

a) have any control, nor shall it purport to exercise any control, over the management and administration of the school;

b) affiliate with any political body or party;

c) affiliate with any association whose objectives are inconsistent with the objectives stated in clause 2.1.

3. MEMBERSHIP

3.1 Classes of Members

The membership of the Association shall consist of:

a) the Parish Priest, Assistant Priest/s, School Chaplain, and Principal who shall be called ex-officio members;
b) the parent/s and or carer/s of each child attending the school and staff of the school who shall be called ordinary members.

3.2 Admission to Membership of the Association

Conditions of entry to membership shall be:

a) ordinary membership will be upon admission of a child to the school or by holding a position at that school.

3.3 Termination of membership of the Association

A member may resign from the Association at any time by giving notice in writing to the Secretary. Such resignation shall only take effect at the time when such notice is received by the Secretary unless a later date is specified in the notice when it shall take effect on that later date.

3.4 Register of Members

The Executive Committee shall cause a register to be kept in which shall be entered the names and residential addresses of all persons admitted to membership of the Association. In the case of those qualifying for Ordinary Membership as parents and/or carers of children currently on the school roll. The school roll shall be considered as the register of members.

4. MEMBERSHIP

4.1 Executive Committee

The general control and management of the administration of the Association shall be by an “Executive Committee” consisting of:

a) A President, Vice-President/s, Secretary, Treasurer and such number of the Executive Committee members not being less than 4 or more than 15 as the members of the Association at an Annual General Meeting may from time to time determine;

b) The Parish Priest or his nominee, a representative of the religious order involved in the school, and the school Principal as ex officio Executive Committee members;

c) A representative of sub-committees that may be established from time to time.

4.2 Election of Executive Committee

a) At the Annual General Meeting of the Association, all the members of the Executive Committee with the exception of ex officio Executive Committee members shall retire from office but shall be eligible for re-election;
b) The Executive Committee will be elected by and from members of the Association;

c) Tenure of membership of the Executive Committee shall be for one year with the right to serve a maximum of three consecutive full terms.

d) Executive Committee members who have completed three consecutive full terms would be eligible to seek a further appointment after a break of two years.

4.3 Termination of Memberships of Executive Committee

a) Any member of the Executive Committee may resign at any time from membership of the Executive Committee by giving notice in writing to the Secretary. Such resignation shall only take effect at the time when such notice is received by the Secretary unless some later date is specified in the notice when it shall take effect on that later date.

b) Any member of the Executive Committee may be removed from office at a General Meeting of the organisation convened for that purpose. At any such General Meeting the member shall be given the opportunity to fully present a case either orally or in writing or partly by either of these means. The question of removal shall be determined by the majority vote of the members present at such General Meeting.

c) In the case of resignation or removal of the Treasurer, the books and accounts should be, audited before handover to the newly appointed Treasurer.

4.4 Vacancies on Executive Committee

The Executive Committee shall have power to appoint a member who may or may not already be a member of the Executive Committee to fill any casual vacancy on the Executive Committee until the next Annual General Meeting. Where a member of the Executive Committee is so appointed, then the Executive Committee may fill the vacancy caused by such appointment by a member who is not then a member of the Executive Committee.

4.5 Functions of the Executive Committee

Except as otherwise provided by this Constitution and subject to resolutions of the members of the Association carried at any Annual or General Meeting the Executive Committee shall:

a) exercise general control and management of the administration of the affairs, property and funds of the Association;

b) interpret and apply the constitution with regard to any matter concerning the activities of the Association;
c) formulate for consideration by General Meeting of the Association by-laws or the repeal or amendment of same designed to promote the good government and management of the Association;

d) have the authority to appoint sub-committees to undertake such tasks as it may from time to time determine.

4.6 Meetings of the Executive Committee

a) The Executive Committee shall meet on at least six (6) occasions during its term of office to exercise its functions;

b) A special meeting of the Executive Committee shall be convened by the President or in his/her absence, the Secretary on the requisition in writing of not less than one third of the members of the Executive Committee which requisition shall clearly state the reason why such special meeting is being convened and the nature of the business to be transacted thereat.

c) At every meeting of the Executive Committee a simple majority of the members of the Executive Committee shall constitute a quorum.;

d) Subject as provided in this Constitution, the Executive Committee may meet together and regulate its proceedings as it thinks fit; provided that questions arising at any meeting of the Executive Committee shall be decided by a majority of votes and in the case of equality of votes on any question or at any meeting of the Executive Committee the question shall be deemed to be decided in the negative.

5. ANNUAL GENERAL MEETING OR GENERAL MEETINGS

5.1 Timing of Annual General Meeting

Subject to this Constitution, the Annual General Meeting shall be held in the month of February in each year.

5.2 Agenda of Annual General Meeting

5.2.1. The business to be transacted at every Annual General Meeting shall include:

a) the receiving of the Executive Committee's report and the balance sheet and statement of account for the preceding financial year;

b) the receiving of the auditor's report upon the books and accounts for the preceding financial year;

c) the election of members of the committee;

d) the appointment of an auditor.
5.3 Quorum

At the Annual General Meeting ten (10) members shall constitute a quorum and at a General Meeting five (5) members shall constitute a quorum.

5.4 Calling of Meetings

a) There shall be at least eight (8) General Meetings per year;

b) The President or in his/her absence the Secretary shall convene a General Meeting of members when:

i) directed to do so by the Executive Committee or;

ii) upon being given a requisition in writing signed by not less than one-third members of the Executive Committee or not less than ten (10) ordinary members and clearly stating the purpose for which the General Meeting is desired.

c) The President or in his/her absence shall convene all Annual and General Meetings of the organisation by giving not less than fourteen (14) days notice of such meetings. The manner by which notice is given shall be determined by the Executive Committee.

5.5 Conduct of Meetings

Unless otherwise provided by the Constitution, at every Annual and General Meeting:

a) the President shall be Chairperson and in his/her absence the Vice-President and in both their absences a Chairperson shall be elected by resolution of a majority of the members present at the meeting;

b) the Chairperson shall conduct all meetings in accordance with by-laws and standing orders;

c) every question, matter or resolution shall be decided by a majority of votes of the members present;

d) every member present shall be entitled to one (1) vote and where a vote is of equal value the motion lapses so that the status quo is maintained;

e) voting shall be by a show of hands or a division of members, unless not less than twenty (20) members present demand a ballot, in which event there shall be a secret ballot. The Chairperson shall appoint two members to conduct the secret ballot in such manner as he/she shall determine and the result of the ballot as declared by the Chairperson shall be deemed to be the resolution of the meeting at which the ballot was demanded.
f) the Secretary shall cause full and accurate minutes of all questions, matters, resolutions and other proceedings of every Executive Committee Meeting, Annual General Meeting and General Meeting to be entered in a book to be provided for that purpose, such book to be open for inspection at all reasonable times by any member who applied to the Secretary for that inspection.

6. ALTERATION OF CONSTITUTION

6.1 This Constitution may be amended at a General Meeting called for that purpose.

6.2 Notice of any proposed amendment shall be given in writing to the Secretary who within one (1) month of receipt of such notice shall notify the terms thereof to each member and the date, time and place of the General Meeting called for that purpose.

7. FUNDS

7.1 The income and property of the Association shall be applied in promotion of its objectives and in accordance with an annual budget approved at a General Meeting of the Association to be called within sixty (60) days of the appointment of the Executive Committee.

7.2 The funds of the Association shall be banked in the name of St Francis Xavier School Parents & Friends in such bank or financial institution as the Executive Committee may from time to time direct in authorities trustee investments.

7.3 Proper books and accounts shall be kept and maintained showing correctly the financial affairs of the Association and the particulars usually shown in books of like nature. Such books to be open for inspection at all reasonable time by any member who applies to the Secretary for that inspection.

7.4 All moneys shall be banked as soon as practicable after receipt of them.

7.5 All amounts of $120.00 or over shall be paid by cheque signed by any two of a group of four (4) members of the Executive Committee elected by the Executive Committee.

7.6 Cheques shall be crossed “Not Negotiable” except those in payment of wages, allowances or petty cash recoupments which may be open.

7.7 The Executive Committee shall determine the amount of petty cash which shall be kept on the imprest system.

7.8 Accounts for payment shall be presented and passed at an Executive Committee Meeting.

7.9 The Association shall not borrow money except:

a) in accordance with Clause 8 below;
b) for the furtherance of its objectives; and

c) where a special General Meeting called for that purpose has granted approval.

7.10 As soon as practicable after the end of each financial year the Treasurer shall cause to be prepared a statement of receipts and payments and income and expenditure and a balance sheet for the financial year just ended. All such statements shall be examined by the auditor who shall present his/her report upon such audit to the Secretary prior to the holding of the Annual General Meeting next following the financial year in respect of which such audit was made.

8. P&F AS AGENT OF SCHOOL

8.1 The Association will conduct its objectives as an agent of the school only.

8.2 Without limiting the generality of Clause 8.1 above, where the Association wishes to:

a) enter into a contract (of employment or otherwise);

b) borrow money; or

c) purchase goods or services:

it shall request the school to do so on the Association's behalf using the appropriate form provided in the Schedule hereto.

8.3 Where a request is made in accordance with Clause 8.2 above, the Association shall reimburse the school for expenses and costs (or such percentage of expenses and costs as the school and Association agree is payable).

8.4 Where a request is made in accordance with Clause 8.2 above, the Association will arrange for the administration and/or organisation required for the conduct of any contract, purchase or loan requested.

8.5 Without limiting the generality of Clause 8.1 above, where the Association wishes to organise a school function or activity, it shall if practicable notify the school using Form 3 in the Schedule hereto and shall organise such function or activity as the school's agent only.

8.6 Any notice, advertisement or description of a function or activity organised by the Association in accordance with Clause 8.5 above, shall describe the activity or function in the following terms:

"A St Francis Xavier School function/activity organised by St Francis Xavier School Parents and Friends Association as agent for the school".
9. DISSOLUTION

9.1 The Association shall be dissolved:

a) if the membership is less than three (3) persons; or

b) if a resolution to that effect is carried by a vote of three-fourths majority of the members present at a General Meeting convened to consider the question.

9.2 In such event the property and other assets of the Association remaining after the payment of all expenses and other liability shall, as the majority of members present at such General Meeting by resolution may decide, be handed over to:

a) an Association having similar objectives; or

b) the Bishop of the Catholic Diocese of Brisbane.
CERTIFICATION

We certify that this is a true and correct copy of the Constitution of

ST FRANCIS XAVIER SCHOOL PARENT & FRIENDS RUNAWAY BAY

............................................  ............................................
President                        Secretary

Date:
SCHEDULE

These are the forms referred to in Clause 8.7:

FORM 1 -
  TO BE USED TO REQUEST THE PURCHASE OF EQUIPMENT

FORM 2 -
  TO BE USED TO REQUEST A CONTRACTUAL ARRANGEMENT

FORM 3 -
  TO BE USED TO NOTIFY OF FUNCTION/ACTIVITY
FORM 1 - TO BE USED TO REQUEST THE PURCHASE OF EQUIPMENT

PARENTS & FRIENDS ASSOCIATION EQUIPMENT PURCHASE MEMORANDUM

Date: ..........................................................

School: ST FRANCIS XAVIER, RUNAWAY BAY

P&F Association: ST FRANCIS XAVIER SCHOOL P&F ASSOCIATION

Equipment purchased or to be .....................................................

purchased by school on behalf of ..............................................

P&F Association .................................................................

Nominated use within school: ..................................................

..........................................................................................

1. The school acknowledges the gift of the funds for the purchase of the equipment from the P&F Association and will take steps to have the equipment covered by the school insurance.

2. The school grants an irrevocable licence to the P&F Association for the control and management of the equipment for all school purposes.

3. The school acknowledges that in the event of the P&F Association selling the equipment, the sale proceeds will be the property of the P&F Association.

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Principal of the School / 19

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President of P&F Association / 19

Copies to be distributed to:
1. School principal
2. P&F Association
3. Catholic Church Insurances.
FORM 2 - TO BE USED TO REQUEST A CONTRACTUAL ARRANGEMENT

REQUEST FOR SCHOOL TO ENTER INTO
P&F FUNDED CONTRACTUAL ARRANGEMENT

NAME OF SCHOOL: ST FRANCIS XAVIER, RUNAWAY BAY

NAME OF P&F ASSOCIATION: ST FRANCIS XAVIER SCHOOL PARENTS & FRIENDS ASSOCIATION

CONTRACTUAL OBLIGATIONS TO BE ENTERED INTO:

EXTENT OF COMMITMENT TO BE REIMBURSED BY P&F FUNDS:

PURPOSE OF CONTRACT AND BENEFIT TO SCHOOL:

DURATION OF CONTRACT:

1. The P&F Association requests the school to enter into the abovementioned contractual arrangement for which documents are attached.

2. The P&F Association will contribute to the expense of this contractual arrangement as noted above.

3. The attached contractual document has been carefully considered by the Executive Committee and is recommended for signature by the Principal on behalf of the school.

DATED this day of 19

SIGNED BY THE EXECUTIVE COMMITTEE

.................................................................
President

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Secretary

Note: Representatives of the Executive Committee to initial front page of contractual document (if applicable).
FORM 3 - TO BE USED TO NOTIFY OF FUNCTION/ACTIVITY

P&F ASSOCIATION NOTIFICATION OF FUNCTION/ACTIVITY

NAME OF SCHOOL: ST FRANCIS XAVIER, RUNAWAY BAY
NAME OF P&F ASSOCIATION: ST FRANCIS XAVIER SCHOOL PARENTS & FRIENDS ASSOCIATION

DESCRIPTION OF ACTIVITY/FUNCTION:

DATE/ DURATION OF ACTIVITY/FUNCTION:

1. The P&F Association requests permission from the school to organise the above function/activity on the school's behalf.

2. The P&F Association will be responsible for all costs and expenses incurred in the organisation and conduct of such function/activity.

3. The school acknowledges that the P&F Association will be entitled to the proceeds, if any, of the activity/function.

DATED this day of 19 .

SIGNED BY THE EXECUTIVE COMMITTEE

President

Secretary