



COOMERA

ANGLICAN

COLLEGE

COOMERA ANGLICAN COLLEGE

CHARTER

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The tools below are included in the document for advice to each school. Each school may amend the Generic Charter only in those sections as indicated below:

Section Summary

Standard Clauses	✓	✓ = Compulsory section(s) for a school charter
Site Variations (allowed with approval)	✘	✓ = School may seek approval for content relevant to school ✘ = School may not change the content of this section
Notes	Notes are provided to assist the review of this version of the generic charter. Notes refer to reasons for site variations and/or identify the need to determine a final position on content given options and/or variations that have arisen from the comments on prior versions of the document.	

Information Table

 *Information tables are included to highlight the changes from the comments received on the prior version document.
Text may also be included to provide direction to schools on alternatives or options that may be used in some particular sections or clauses.*

1. Title and Authority

Standard Clauses	✓	
Site Variations (allowed with approval)	✗	
Notes		

This is the **Coomera Anglican College** Charter. It has been framed in accordance with the Constitution and Canons of the Anglican Church in the Diocese of Brisbane and in particular the Schools Regulation Canon and the Diocesan Governance Canon. This Charter both adopts and is to be construed subject to the Canons.

Coomera Anglican College is a ministry of the Anglican Church operated by the Corporation and is not to be taken to be an association independent of the Corporation.

2. Definitions and Interpretation

2.1. Definitions

Standard Clauses	✓	
Site Variations (allowed with approval)	✓	
Notes	Minimal terms are defined in 2.1 and the school may seek inclusion of additional terms as relevant to the school. Principal (or Head or Headmaster or Head of School or CEO), School (or College) and Chair (or Chairman) references shall reflect the exact terms used by the school and be used consistently throughout the document. The words Principal , School and Chair are used for the sake of convenience in this document.	

In this Charter:

- 2.1.1. **Anglican Schools Commission** means the Anglican Schools Commission of the Anglican Diocese of Brisbane as described in the Diocesan Governance Canon.
- 2.1.2. **Appointed Councillor** has the meaning in clause 7.2.1(d).
- 2.1.3. **Archbishop** means the present Archbishop of the Anglican Church of Australia in the Diocese of Brisbane his successors in office and any person acting as Commissary or exercising the powers of the Archbishop under the provisions of the Charter and shall include the word "Bishop".
- 2.1.4. **Business Manager** means a person appointed under clause 11.1 to manage the commercial business of the school, however that person may be titled (examples of different titles which may be used are Bursar, Commercial Manager, Business Manager and Chief Financial Officer)

2.1.5. **Canons** means and includes any enactments of the Synod and the Constitution of the Corporation.



The ASC will compile, distribute and maintain a listing of the Canons that are applicable (in both a direct and general sense) to schools.

2.1.6. **Chair** means the person holding the office of Chairman or Chair of the Council.

2.1.7. **Corporation** means the Synod of the Diocese of Brisbane incorporated under the name and style of ‘The Corporation of the Synod of the Diocese of Brisbane’ by section 3 of The Church of England Act of 1895 as amended.

2.1.8. **Council** means the Council established in accordance with this Charter to undertake the role of the Council as set out in this Charter

2.1.9. **Council Secretary** means any person appointed by Council to perform the duties of secretary of the Council.

2.1.10. **Council Treasurer** means any person appointed by Council to perform the duties of treasurer of the Council.

2.1.11. **Councillor** means a person who is a member of the Council.

2.1.12. **Deputy Chair** means the person holding the office of Deputy Chairman or Deputy Chair of the Council.

2.1.13. **Diocese of Brisbane** and **Diocese** mean and include so much of Queensland as is situated to the south of the line described in the Schedule to the Canons Interpretation Canon until the same shall be reduced by the creation of new Dioceses and thereafter mean the area to which the Diocese shall from time to time be limited by the creation of such new Diocese.

2.1.14. **Diocesan Council** means the Council appointed to assist and advise the Archbishop in the conduct of the business of the Synod at such times as the Synod shall not be sitting, and where the context permits or requires may mean the Archbishop-in-Council.

2.1.15. **Diocesan Policy** means a policy or procedure applicable to schools or agencies in the Diocese or to operations in the Diocese generally approved by the Diocesan Council or a policy or procedure approved by the Anglican Schools Commission in accordance with its principal or delegated authority under the Diocesan Governance Canon.

2.1.16. **Principal** means the person occupying the position of Principal from time to time of the school.

2.1.17. **School** means **Coomera Anglican College**.

2.1.18. **Synod** means the Archbishop Clergy and Laity for the time being constituting the governing body for the management of the affairs of the Anglican Church in the Diocese.

2.1.19. **Vision Statement** means the Vision Statement for Anglican Schools in the Diocese of Brisbane issued under the authority of the Synod from time to time.

2.2. Rules for Interpreting this Charter

Standard Clauses	✓	
Site Variations (allowed with approval)	x	
Notes		

This clause 2.2 specifies the rules for interpreting this Charter, except where the context makes it clear that a rule is not intended to apply.

2.2.1 The table of contents and headings are for convenience only and do not affect the interpretation of this Charter.

2.2.2 A reference to:

- a) a document (including this Charter or any Canon or Diocesan Policy), or a provision of a document (including a provision of this Charter or any Canon or Diocesan Policy), is to that document or provision as amended or replaced;
- b) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person;
- c) property includes real, personal and intangible property;
- d) any body or agency, if that body or agency ceases to exist, is renamed, reconstituted, replaced or has its powers or functions removed (**Defunct Body**), means the agency or body which succeeds to the Defunct Body's powers or functions, or performs most closely the functions of the Defunct Body;

2.2.3 The singular includes the plural, and vice versa.

2.2.4 A word which suggests one gender includes any other gender.

2.2.5 Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.

2.2.6 If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.

3. Previous Constitution Replaced

Standard Clauses	✓	
Site Variations (allowed with approval)	x	
Notes		

This Charter replaces the Constitution of the school which was taken to be the school's Constitution in force immediately before the adoption of this Charter.

4. Transitional

Standard Clauses	✓	
Site Variations (allowed with approval)	x	
Notes		

Everything properly done under any previous Constitution of the School continues to have the same operation and effect after the adoption of this Charter as if properly done under this Charter.

Without limitation, every Councillor, Chair, Deputy Chair and Council Secretary in office immediately before the adoption of this Charter is taken to have been appointed and shall continue in office under this Charter upon the terms of this Charter.

5. Aims and Objectives of the School

5.1. General Aims and Objectives

Standard Clauses	✓	
Site Variations (allowed with approval)	✓	
Notes	General Aims and Objectives are regarded as being unique to each school. School to insert relevant provisions relating to the general Aims and Objectives of the School	



The following text is provided as an example of General Aims and Objectives for a School.

The School is a school of education for the purpose of developing a community of faith based on a Christian belief in God and a Christian way of life according to the principles and traditions of the Anglican Church of Australia. In particular the aims of the school are:

5.1.1. **Christian and Spiritual Awareness** To promote the spiritual growth and moral understanding of the individual in a school community that is founded on Christian principles in the Anglican tradition and applies this throughout all aspects of school life.

5.1.2. **Academic Attainment To:**

- a) encourage each student to strive to achieve their maximum level of academic attainment;
- b) place an emphasis on literacy and numeracy and the ability to make sound judgements based on sound factual knowledge; and
- c) offer educational programmes that give every student an opportunity to learn attitudes and skills that will facilitate lifelong learning.

5.1.3. **Personal Growth To:**

- a) provide a balanced programme of cultural, intellectual, physical and spiritual activities in order to assist the development of the whole person; and
- b) encourage the qualities of honesty, tolerance and mutual respect.

5.1.4. **Service To:**

- a) develop a sense of responsibility and concern for others, both within the School and in the community at large; and
- b) develop an understanding and appreciation of being an active participant in an Anglican community.

5.2. Regard to Aims and Objectives

Standard Clauses	✓	
Site Variations (allowed with approval)	✗	
Notes		

In discharging their respective duties, the Council and the Principal shall:

5.2.1. act consistently with:

- a) the general aims and objectives of the school in clause 5.1; and
- b) the Vision Statement; and

5.2.2. act in accordance with the Canons and Diocesan Policies.

5.3. Statements of Aims and Objectives

Standard Clauses	✓	
Site Variations (allowed with approval)	✗	
Notes		

The Council may, from time to time, formulate, adopt, amend, rescind and publish statements of the vision, purpose, mission, aims and objectives of the school (by whatever name called) which shall not be inconsistent with clause 5.1 or the Vision Statement or any documents articulating the mission of the Anglican Church in any respect in the Diocese.

6. Council Authority, Powers and Duties

Standard Clauses	✓	
Site Variations (allowed with approval)	✗	
Notes		

6.1. Council Authority

- 6.1.1. The Council is a committee within the meaning of section 4 of the Schools Regulation Canon and, subject to the Canons and Diocesan Policies, it is responsible to the Synod through the Anglican Schools Commission under the Diocesan Governance Canon for the governance and stewardship of the School.
- 6.1.2. If acting within the powers and authorities given to the Council by this Charter, the Canons and Diocesan Policies, the Council has the authority to bind the Corporation in relation to the operations of the School.

6.2. Council Powers

Standard Clauses	✓	
Site Variations (allowed with approval)	✗	
Notes		

Subject only to any limitations imposed by this Charter and any Canon or Diocesan Policy, the Council has power to govern, manage, control and supervise the School's business and affairs and, without limitation, may:

- 6.2.1. affiliate or enter into formal relations with other schools, school councils, educational institutions or associations having similar objects and purposes to those of the School and to become a member of and co-operate with any such bodies;
- 6.2.2. enter into any arrangements with any governments or authorities, municipal, local or otherwise that may seem conducive to the School's objectives or any of them and to obtain from any such government or authority any rights, privileges and concessions which the Council may think desirable to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions;
- 6.2.3. carry on any business consistent with the general aims and objectives of the School and the Vision Statement and which the Council may consider appropriate; and
- 6.2.4. generally do all things required to be done for the proper governance, management, control and supervision of the School which are not by law or this Charter required to be done by others.

6.3. Council Responsibilities

Standard Clauses	✓	
Site Variations (allowed with approval)	✗	
Notes	Clause 6.3 has to be read in conjunction with clause 6.6 Delegations References to Boarding may be deleted if not an accredited aspect of the school's operations. Responsibilities are grouped within generalised categories.	

Subject to the Canons and Diocesan Policies, the Council shall be responsible for the governance and management of the business and affairs of the School and for procuring all things necessary for and incidental to the general conduct and welfare of the School as an Anglican Christian education agency and generally for the advancement of its purposes including:

- a) overseeing the liturgical and religious life of the School in accordance with all relevant Canons and the powers and prerogatives of the Archbishop;
- b) developing and determining School strategies and policies;

- c) approving School strategic and operational plans;
- d) developing and implementing policies and practices for the good governance of the School;
- e) providing oversight and monitoring the performance of all aspects of the operations of the School through the development of School Council policies (including establishing and implementing policies regarding the review and appraisal of the performance of the Council and of the Principal), prudent and adequate reporting systems and critical assessment of reports and other information;
- f) implementing any policies of the Diocesan Council and Anglican Schools Commission in regard to the appointment or dismissal of the Principal, School Chaplain or any Councillor;
- g) overseeing the risk management of the School;
- h) arranging appropriate insurances covering Councillors for liability arising in the performance of their duties in accordance with any direction of the Board of Management constituted under the Insurance Canon;



The ASC will provide full details of any and all such relevant directions (Insurance Canon)

- i) authorising the curriculum of the School;
- j) developing School enrolment policies including setting the scale of fees to be paid for tuition and/or accommodation of students and the terms upon which students will be received as boarders;
- k) remunerating contractors, advisors, consultants or other persons providing services to the School;
- l) determining, in consultation with the Principal, the applicable salaries wages and allowances (subject to the provisions of any appropriate industrial instrument and superannuation schemes) to be paid to or allowed for the benefit of the teaching staff, school officers and other employees of the School including superannuation contributions and arrangements consistent with Diocesan Policies;
- m) monitoring the financial performance and position of the School through the regular receipt of financial and operational reports;
- n) arranging in accordance with Diocesan Policies for the borrowing or raising of money or other forms of financial accommodation and the provision of security for its repayment;
- o) approving fundraising through donations and the like for the benefit of the School;
- p) opening and operating bank accounts;

- q) purchasing equipment, supplies, information, communication, travel and other services;
- r) maintaining and protecting all property in the possession of the School and used in the operation of the School; and
- s) managing the records of the School in accordance with the Records and Archives Regulation made under the Diocesan Governance Canon.

6.4. Council to be Accountable

Standard Clauses	✓	
Site Variations (allowed with approval)	✗	
Notes		

The Council shall be accountable to the Diocesan Council, through the Anglican Schools Commission, for all actions undertaken in the exercise of its powers and responsibilities. The Council shall:

- a) report to the Anglican Schools Commission at such times as the Anglican Schools Commission shall direct;
- b) include in such reports the details and particulars that the Anglican Schools Commission may direct from time to time; and
- c) promptly provide to the Anglican Schools Commission such information regarding the School as the Anglican Schools Commission or Diocesan Council requires.

6.5. Execution of Documents

Standard Clauses	✓	
Site Variations (allowed with approval)	✓	
Notes	The school will resolve as to how it will delegate the authority to sign on the school's behalf and this will be reflected in clause 6.5 below.	

To the extent the Council is required to execute any documents and is permitted to do so by this Charter or by the law, the Canons or any Diocesan Policy, it may do so by signing the document with:

- a) two (2) Councillors; or
- b) a Councillor and the Principal; or
- c) a Councillor and the Business Manager.

6.6. Delegation

Standard Clauses	✓	
Site Variations (allowed with approval)	✗	
Notes	New clause 6.6 used to clearly identify the matter of Delegation	

- 6.6.1. In carrying out any of its powers and responsibilities, the Council may delegate the exercise of powers or responsibilities to:
- a) a committee of the Council; or
 - b) a Councillor; or
 - c) the Principal; or
 - d) an employee of the School; or
 - e) any other person.
- 6.6.2. All delegations must be recorded in the minutes of the meeting at which the delegation was made.
- 6.6.3. The delegate must exercise the powers delegated in accordance with any directions of the Council.
- 6.6.4. The exercise of the power by the delegate is as effective as if the Council had exercised it.
- 6.6.5. If the Council delegates a power or responsibility, the Council is responsible for the exercise of the power by the delegate as if the power had been exercised by the Council itself.
- 6.6.6. The Council is not responsible under clause 6.6.5 if:
- a) the Council believed on reasonable grounds at all times that the delegate would exercise the power in conformity with the responsibilities imposed on the Council by this Charter and the Canons and Diocesan Policies; and
 - b) the Council believed:
 - (i) on reasonable grounds; and
 - (ii) in good faith; and
 - (iii) after making proper inquiry if the circumstances indicated the need for inquiry;
- that the delegate was reliable and competent in relation to the power delegated.

6.7. Committees

Standard Clauses	✓	
Site Variations (allowed with approval)	✘	
Notes		

- 6.7.1. Committees shall conduct their business in accordance with the directions of the Council and shall meet at their discretion or at the direction of the Council.
- 6.7.2. Each committee at the direction of the Council periodically and sufficiently, and in any case at least once per year, shall report their proceedings to the Council.
- 6.7.3. Membership of committees shall not be confined to Councillors but at least one member of each committee must be a Councillor.
- 6.7.4. The Council in its absolute discretion may at any time dissolve any committee.
- 6.7.5. The Council shall appoint one (1) or more committees to oversee the audit, risk and compliance functions of the School and shall develop a charter setting out the composition, duties and responsibilities of such committees.

7. The Council

7.1. Cardinal Principles of Membership

Standard Clauses	✓	
Site Variations (allowed with approval)	✘	
Notes		

It is a cardinal principle that at all times, so far as practicable, the Councillors should have between them as broad a range of interests, talents and experience as will assist them to collectively discharge their responsibilities to the best advantage of the School as a ministry of the Anglican Church and of the Corporation as the operator of the School, and having regard to the interests of students, parents and staff

7.2. Council Membership

Standard Clauses	✓	
Site Variations (allowed with approval)	✓	
Notes		

7.2.1. The Council shall comprise of Councillors in the following groups:

- a) the Archbishop, who shall be President of the Council;
- b) a person appointed by the Archbishop;
- c) a person appointed by the Anglican Schools Commission;
- d) a minimum of five (5) and a maximum of ten (10) other Councillors appointed by the Anglican Schools Commission (“**Appointed Councillors**”) as follows:
 - (i) nominees of any corporation, association or group whose principal aims and objectives are to provide support to the School or its Students, whether financial or otherwise, and are otherwise similar to and consistent with those aims and objectives of the School; or
 - (ii) such other persons nominated by Council in its discretion.
 - (iii) such other persons nominated by the Anglican Schools Commission in the absence of sufficient nominations under paragraphs (i) or (ii) that result in appointments being made;
- e) the Principal, who shall have a deliberative seat without voting rights.

7.2.2. All Councillors, with the exception of the Principal, shall have one vote at any Council meeting.

7.2.3. A simple majority of the Councillors shall be Anglicans (being a “*Member of this Church*” as defined by the Constitution of the Anglican Church of Australia).

7.2.4. All Councillors must support the aims and vision of the Synod as expressed in the Vision Statement.

7.2.5. Persons who are prospective Appointed Councillors for the positions under clause 7.2.1 (d) may be recommended to the Anglican Schools Commission by the Council.

7.2.6. The Council shall keep a register of all Councillors. The register shall include, at least, the Councillor's name, address and the date on which the Councillor was appointed as a Councillor.

7.2.7. Any terms of appointment of an Appointed Councillor proposed by the School must be approved by the Anglican Schools Commission.

7.3. Appointment of Councillors

Standard Clauses	✓	
Site Variations (allowed with approval)	✗	
Notes		

7.3.1. Every Councillor holding office at the time this Charter is adopted shall continue to hold the office of Councillor and, for the purposes of clause 7.4.1, an Appointed Councillor's term is deemed to have commenced when that person was last appointed as a Councillor.

7.3.2. A person may be appointed as a Councillor by the Archbishop under clause 7.2.1(b) or by the Anglican Schools Commission under clause 7.2.1.(c) by notice in writing by the appointor to the Chair or, if there is no Chair, to the Council. A Councillor so appointed may be removed by the appointor by a further notice in writing to the Chair or, if there is not Chair, to the Council, and to the relevant Councillor.

7.3.3. All Appointed Councillors are appointed by the Anglican Schools Commission. A Councillor so appointed may be removed by the Anglican Schools Commission.

7.3.4. If a vacancy in Council occurs, the vacancy will be filled as follows;

- a) if the vacancy is for a Councillor under clause 7.2.1(b), the Archbishop may appoint a new Councillor;
- b) if the vacancy is for a Councillor under clause 7.2.1(c), the Anglican Schools Commission may appoint a new Councillor;
- c) if the vacancy is for an Appointed Councillor, the Council may nominate to the Anglican Schools Commission the name of a person or persons who satisfies the requirements for the position.


7.4. Term of Council Membership

Standard Clauses	✓	
Site Variations (allowed with approval)	X	
Notes	The 12 year term refers to total service as a School Councillor – i.e. from the date of initial appointment. Clause 7.4.1 should be expressed to be subject to clause 7.6.3 if that clause is included.	

7.4.1. All Appointed Councillors shall hold office as a Councillor for a term of three (3) years, unless they resign or their office becomes vacant under this Charter.

7.4.2. All Appointed Councillors shall be eligible for re-appointment for a similar term.

7.4.3. Unless clause 7.9.4 applies, no Appointed Councillor is permitted to serve for more than 12 consecutive years.

 *Clause 7.9.4 refers to restriction on terms (service) for the position of Council Chair*

7.4.4. Any Councillor may resign by giving written notice to the Chair of the Council and the Anglican Schools Commission. Such resignation shall take effect upon the expiration of such notice or its earlier written acceptance by the Council.

7.5. Vacating Office

Standard Clauses	✓	
Site Variations (allowed with approval)	X	
Notes		

The office of a Councillor shall become vacant if the Councillor:

- a) resigns; or
- b) dies; or
- c) becomes physically or mentally ill to a point that in the opinion of a majority of Councillors interferes with that Councillor's ability to continue to carry out their function as a Councillor; or
- d) becomes bankrupt or enters into an arrangement with creditors under the Bankruptcy Act; or
- e) is convicted of any indictable offence; or

- f) ceases to be eligible to hold a blue card or exemption notice issued under the *Working With Children (Risk Management and Screening) Act 2000* or any replacement system whereby any adult person who works with children is required to be issued with any form of authority or consent to enable them to do so or it would otherwise be unlawful for that person to continue in office; or
- g) is absent, without prior leave granted by the Council, from three (3) consecutive meetings of the Council of which due notice was given; or
- h) being a Councillor appointed by the Archbishop under clause 7.2.1(b), is removed from office by the Archbishop; or
- i) having been appointed by the Anglican Schools Commission, is removed from office by the Anglican Schools Commission; or
- j) if the Principal, ceases to be the Principal for any reason; or
- k) if an Appointed Councillor, and the term for which the Appointed Councillor was appointed has expired, is not reappointed as a Councillor for a further term; or
- l) becomes subject to orders under Part 2D.6 of the Corporations Act disqualifying that person from managing corporations or the person becomes automatically disqualified from managing corporations under that Part; or
- m) becomes the subject of orders or rulings by the Australian Prudential Regulation Authority disqualifying that person from managing any form of prudentially regulated entity.


7.6. School Councils (New Schools)

Standard Clauses	✓	
Site Variations (allowed with approval)	✓	
Notes		

7.6.1. Clause 7.6.2 only applies to those Schools which:

- a) are new Schools;
- b) have not previously had a governance document; or
- c) have not previously had a Council.

7.6.2. Following the adoption of the School's Charter, all the Appointed Councillors are appointed by the Anglican Schools Commission and shall commence their term of office on the date of appointment.

 The following text is provided as an example for the initial appointment of Councillors in a new school.

- 7.6.3. (a) The Appointed Councillors shall be divided into three groups and the Appointed Councillors to be included in each of the three groups shall be determined by ballot;
- (b) The Appointed Councillors in the first of such groups shall, subject to this Charter, hold office as Councillors for a term of one year from the date of appointment and shall if otherwise qualified be eligible for reappointment for a further term of three years;
- (c) The Appointed Councillors in the second of such groups shall, subject to this Charter, hold office as Councillors for a term of two years from the date of appointment and shall if otherwise qualified be eligible for reappointment for a further term of three years;
- (d) The Appointed Councillors in the third of such groups shall, subject to this Charter, hold office as Councillors for a term of three years from the date of appointment and shall if otherwise qualified be eligible for reappointment for a further term of three years

7.7. Meetings of the Council

Standard Clauses	✓	
Site Variations (allowed with approval)	✗	
Notes		

7.7.1. The Council shall meet at such places, at such times and at such intervals as it may decide, but not less frequently than six (6) times each year.

7.7.2. At least seven (7) days' notice of all Council meetings shall be forwarded to each Councillor (except that a Council meeting may be held on shorter notice where two thirds of the Councillors present at the meeting agree before the meeting begins to short notice of the meeting).

7.7.3. The Chair shall convene a meeting upon written request to do so by any individual Councillor or at the written request of the Anglican Schools Commission.

- 7.7.4. The number of Councillors required to form a quorum at any meeting of the Council shall be the next whole number above half of all the voting Councillors.
- 7.7.5. The Chair will act as the chair of each Council meeting not attended by the Archbishop and may act as chair of a Council meeting attended by the Archbishop if the Archbishop so directs. The Deputy Chair will act as chair of each meeting not attended by the Chair and which would otherwise have been chaired by the Chair, or in the absence of the Deputy Chair, one of the Councillors elected by the Council will chair such a meeting. If the Archbishop attends a Council meeting, unless the Archbishop otherwise directs, the Archbishop will act as chair of that meeting.
- 7.7.6. Subject to this Charter, questions arising at any meeting of the Council shall be decided by a majority of votes of Councillors present and entitled to vote and any such decision shall be deemed a determination of the Council.
- 7.7.7. A resolution in writing signed by two-thirds of Councillors entitled to vote on the resolution shall be as valid and effective as if it had been passed at a meeting of the Council duly called and constituted provided all Councillors have had reasonable opportunity to sign it.
- 7.7.8. The Councillors shall meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Councillors shall respect the confidentiality of Council deliberations.
- 7.7.9. Subject to Council approval and substantiation of all expenses incurred, Councillors may be paid any travelling, accommodation and other expenses reasonably incurred by them in attending and returning from meetings of the Council or any Committee of the Council or in connection with the business of the School.
- 7.7.10. The Council shall cause minutes of the proceedings of its meetings to be completed and signed within two months after the date of the meeting and the name of those present at such meetings to be entered into books provided for that purpose. The minutes of any meeting signed by the Chair of the meeting at the succeeding meeting, shall be prima facie evidence of the transactions recorded in such minutes. A copy of the minutes shall be provided to the Anglican Schools Commission once signed.
- 7.7.11. All acts otherwise properly done by any meeting of the Council or by any person acting as a Councillor shall be valid even if it is afterwards discovered that there was some defect in the appointment of any such Councillor or person so acting, or that they or any of them were disqualified.
- 7.7.12. Council meetings may be conducted by telephone, audio-visual link up or any other technological means consented to by all Councillors provided that all Councillors are able to hear and be heard by all others attending the meeting.
- 7.7.13. A Councillor participating in a meeting in accordance with clause 7.6.12 is deemed to be present, including for the purposes of constituting a quorum and, except for the Principal, is entitled to vote at the meeting.

7.7.14. A meeting conducted by telephone, audio-visual link up or other technological means is to be treated as held at the place recorded in the minutes of that meeting.

7.7.15. An original document, or a photocopy or facsimile copy which is in the possession of or has been seen by all Councillors attending the Council meeting prior to, or at the time of that meeting may be treated as a document tabled at that meeting.

7.8. Annual Meeting with the Anglican Schools Commission and Auditor

Standard Clauses	✓	
Site Variations (allowed with approval)	✗	
Notes		

7.8.1. The Council shall meet with the Anglican Schools Commission annually to report on and provide the following:

- a) a report containing strategic and operational achievements and issues facing the Council and addressed in the prior year and being addressed for a minimum of the next three (3) years;
- b) a report to the Synod about the School's achievements in line with the Vision Statement;
- c) a report containing:
 - (i) details of any matter or circumstance that has arisen since the end of the year that has significantly affected, or may significantly affect the School's operations or state of affairs in the next financial year; and
 - (ii) details of any significant changes to the School during the year;
- d) a report from any committee constituted under clause 6.7.5;
- e) details of likely developments in the School's operations or affairs in future financial years and the expected results of those developments;
- f) any other information requested by the Anglican Schools Commission as may be reasonably available to the School or the Council; and
- g) the School's annual audited accounts for the last completed financial year.

- 7.8.2. The Council shall meet with the auditor of the School accounts annually at least one (1) month before Synod to:
- a) review the School's annual audited accounts for the last completed financial year;
 - b) receive the auditor's statement on those accounts;
 - c) provide the auditor with an opportunity to raise any matter including, but not limited to, the conduct of the audit, matters that have arisen since the end of the financial year, significant changes to the School, and likely developments in the School's operations or affairs.

7.9. Chair and Deputy Chair and other officers of the Council

Standard Clauses	✓	
Site Variations (allowed with approval)	✗	
Notes		

- 7.9.1. The Chair of the Council must be a Councillor and shall be appointed as Chair by the Archbishop and may be removed from the office of Chair by the Archbishop.
- 7.9.2. Where the office of Chair is vacant or is about to become vacant:
- a) the Council must notify the Archbishop in writing of the vacancy, or impending vacancy;
 - b) the Council may request a consultation with the Archbishop to discuss the appointment of a new Chair;
 - c) the Council may recommend to the Archbishop the appointment of a new Chair of the Council who may be a Councillor or a person the Council also recommends for appointment as a Councillor;
 - d) the Archbishop shall appoint as the new Chair of the Council one of the Councillors or a person who at the same time is appointed as a Councillor in accordance with this Charter.
- 7.9.3. The appointment of the Chair shall be for an initial term which is the lesser of three (3) years and the balance of the term for which the Chair was last appointed a Councillor.

- 7.9.4. At the end of the initial term as Chair, and the end of each subsequent term as Chair, the Chair shall be eligible to be re-appointed as Chair for successive further terms of three years PROVIDED THAT if a Chair would otherwise be compelled to resign as a Councillor because clause 7.4.3 applies, notwithstanding clause 7.4.3, the Chair may continue to serve as a Councillor, while the Chair remains in the position of Chair, for a further period which does not exceed six years from the date on which the Chair's term as a Councillor would have expired under clause 7.4.3.
- 7.9.5. A Deputy Chair shall be elected by the Council from the Councillors.
- 7.9.6. The Chair and Deputy Chair of the Council at the time this Charter is adopted shall be the Chair and Deputy Chair respectively of the Council as and from the adoption of this Charter. For the purposes of Clause 7.9.3, the term of the Chair is deemed to have commenced when he or she was last appointed to the position under any rules or other governance document preceding the adoption of this Charter.
- 7.9.7. The office of Chair shall become vacant if the Chair:
- a) ceases to be a Councillor;
 - b) resigns from the office by giving written notice of resignation to the Archbishop and the Council; or
 - c) is removed from the office by the Archbishop.
- 7.9.8. The office of the Deputy Chair shall become vacant if the Deputy Chair:
- a) ceases to be a Councillor; or
 - b) resigns from the office by giving written notice of resignation to the Council; or
 - c) is removed from the office by a simple majority vote of Councillors.
- 7.9.9. The Council may appoint a person to act as Secretary to the Council upon such terms and conditions as the Council thinks fit.
- 7.9.10. The Secretary of the Council:
- a) shall be required to undertake all necessary duties as directed by the Council;
 - b) need not be a Councillor.
- 7.9.11. The Council may appoint a person from among the members of the Council to act as Treasurer to the Council upon such terms and conditions as the Council think fit. The Treasurer of the Council shall be required to undertake all necessary duties as directed by the Council.

7.10. Exercise of Powers and Responsibilities by all Councillors

Standard Clauses	✓	
Site Variations (allowed with approval)	✗	
Notes		

7.10.1. In exercising their powers and responsibilities pursuant to this Charter, Councillors must:

- a) do so with the degree of care and diligence that a reasonable person would exercise in their position;
- b) do so in good faith and in the best interests of the School as a ministry of the Anglican Church and of the Corporation as the operator of the School;
- c) do so for a proper purpose;
- d) not improperly use their position so as to gain an advantage for themselves, or someone else, or cause detriment to the School or the Corporation; and
- e) not improperly use information they have obtained as a result of their position to gain an advantage for themselves, or someone else, or cause detriment to the School or the Corporation.

7.10.2. A Councillor has a continuous obligation to disclose to and notify the Council of:

- a) any matter that has the potential to cause financial and/or reputational harm to the School and/or the Corporation and/or the Anglican Church in the Diocese arising from time to time, including all potential legal matters; and
- b) any material personal interest in any matter that relates to the affairs of the School.

7.11. Conflict of Interest

Standard Clauses	✓	
Site Variations (allowed with approval)	✗	
Notes		

7.11.1. Any Councillor who has a material personal interest in a matter that is being considered at a meeting of the Council has a duty to give the other Councillors notice of that interest that details the nature and extent of the interest and the relation of the interest to the affairs of the School.

7.11.2. Any Councillor who has a material personal interest in a matter that is being considered at a meeting of the Council must not:

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

7.11.3. However clause 7.11.2 shall not apply if the Council (excluding the interested Councillor) has at any time passed a resolution that:

- a) specifies the Councillor, the interest and the matter; and
- b) states that the Councillors voting for the resolution are satisfied that the interest should not disqualify the Councillor from considering or voting on the matter.

7.12. Notice of Council Meeting

Standard Clauses	✓	
Site Variations (allowed with approval)	✘	
Notes		

7.12.1. A notice of a Council meeting shall specify the place, the day and the hour of the meeting and shall state the general nature of the business to be transacted at the meeting.

7.12.2. A notice may be served on a Councillor in any of the following ways:

- a) by giving it to the Councillor;
- b) by leaving it at the Councillor's address;
- c) by post, that is, by sending it by pre-paid post addressed to the Councillor at the Councillor's address;
- d) by fax, that is, by sending it by fax addressed to the Councillor at the Councillor's fax number;
- e) by email, that is, by sending it by email to the Councillor at the Councillor's email address; and
- f) in any other way the law provides for service on the Councillor

7.13. *Right of Access*

Standard Clauses	✓	
Site Variations (allowed with approval)	✗	
Notes		

7.13.1. A Councillor may inspect the books and financial records of the School at all reasonable times for any purpose connected with the role of Councillor and, additionally, for the purposes of a legal proceeding:-

- a) to which the Councillor is a party; or
- b) that the Councillor proposes in good faith to bring; or
- c) that the Councillor has reason to believe will be brought against them.

7.13.2. A person who has ceased to be a Councillor may inspect the books and financial records of the School at all reasonable times for the purposes of a legal proceeding:

- a) to which the Councillor is a party; or
- b) that the Councillor proposes in good faith to bring; or
- c) that the Councillor has reason to believe will be brought against them.

This right continues for seven years after the person ceased to be a Councillor.

7.13.3. A person authorised to inspect books under this clause for the purpose of a legal proceedings may make copies of the books for the purpose of those proceedings.

7.13.4. The Councillor or person inspecting or copying records and documents must maintain the confidentiality of confidential information in such records or documents, must comply with any requirements of privacy laws to which the School is subject and must not prevent the Corporation from maintaining claims of legal professional privilege over documents.

8. The Principal

Standard Clauses	✓	
Site Variations (allowed with approval)	✘	
Notes		

8.1. Selection of the Principal, Remuneration and Employment

Subject to clause 6.3 (f) the Council shall select a suitably qualified person to recommend to the Anglican Schools Commission for appointment as Principal, recommend his or her salary, conditions and terms of employment and cause a contract of employment with the Corporation as employer to be prepared.

8.2. Principal Selection Advisory Committee

The Council must appoint a Principal Selection Advisory Committee to advise the Council as to the suitability of candidates and make a recommendation as to the most suitable candidate. The committee shall comprise a representative of the Anglican Schools Commission (appointed by the Anglican Schools Commission), the Bishop of the region of the Diocese in which the School is located (or another person appointed by the Archbishop) and such other persons who, in the opinion of the Council, have the experience, qualifications or expertise to advise the Council as to the most suitable person to be appointed as Principal. The committee may seek the advice of any person or body to assist it in making a recommendation to Council.

8.3. Appointment of the Principal

The name and relevant details of the Principal selected by the Council, and his or her proposed contract of employment, shall be submitted to the Anglican Schools Commission. Subject to the consent of the Archbishop, the Principal shall be appointed by the Corporation through the Diocesan Council or its delegate or otherwise in accordance with the Schools Regulation Canon.

8.4. Termination of employment of the Principal

The Council may recommend to the Anglican Schools Commission that:

- a) the Principal's contract of employment should be terminated; or
- b) the Principal's contract of employment should not be renewed.

In either of those circumstances, the Anglican Schools Commission must inform the Archbishop of the Council's recommendation. Subject to the consent of the Archbishop, the Corporation may take such action as it sees fit including terminating the contract of employment. Nothing in this clause limits the Corporation's powers in respect of dealing with the Principal's contract of employment.

8.5. Powers and Duties of the Principal

The Principal shall be responsible to the Council for the leadership, day-to-day management and welfare of the School. As such, the Principal shall:

- a) diligently pursue the aims and objectives of the School and the Corporation as operator of the School as detailed in clause 5 of this Charter;
- b) be responsible for implementing policies and strategies of the Council including applicable Diocesan Policies;
- c) subject to Clause 11 and the policies laid down from time to time by the Council, be responsible for the day-to-day management of the School including, without limitation:
 - (i) employing and dismissing staff;
 - (ii) the maintenance of teaching standards;
 - (iii) maintaining discipline among staff and students;
 - (iv) the care of and proper accounting for the property both real and personal, owned, leased, hired or otherwise used by the School; and
 - (v) compliance by the School with all laws, the Canons and Diocesan Policies; and
- d) prepare written reports to the Council on any matters pertaining to the management of the School as the Council may from time to time require.

8.6. Appointment of Acting Principal

When the School is without a Principal prior to the appointment of a new Principal, or during any period when the Principal is absent on leave or during any period of incapacity, and subject to any policies of the Anglican Schools Commission, the Council may appoint a suitably qualified person as Acting Principal on such terms and conditions as the Council determines.

8.7. Principal May Authorise Expenditure

The Principal may authorise such expenditure as is necessary for the proper management of the School in accordance with:

- a) the budget adopted by Council; or
- b) the relevant authorisation levels set by the Council; or

in the absence of any budget adopted by or authorisation levels set by the Council, the authorisation levels set by the Anglican Schools Commission from time to time.

9. School Funds

Standard Clauses	✓	
Site Variations (allowed with approval)	✓	
Notes	The School may insert its specific “Application of School Funds” clause in this section.	

9.1. Application of School Funds



*The following text is provided as an example of **9.1 Application of School Funds***

Schools that do not currently have such provisions may insert the following text as a default position for this section.

The income and property of the School must be applied towards the promotion of the aims and objectives of the School or otherwise as set out in the Canons and Diocesan Policies and in this Charter. However, nothing in this Charter shall prevent the payment in good faith of remuneration to any person in return for any services actually rendered to the School.

9.2. Donations

The Council may apply the proceeds (in whole or in part) of any donation received by the School for any purpose in support of the aims and objectives of the School as it determines from time to time, including, but not limited to, the establishment of any bursary or scholarship. However, in applying the proceeds of any donation, the Council shall consider the request of the donor and shall not unreasonably deny such a request.

9.3. Dissolution

Should the School cease to operate, the assets used by it, subject to the discharge of liabilities, shall be deployed by the Corporation in accordance with any applicable Canon or Diocesan Policy or otherwise as determined by the Diocesan Council.

10. Accounts

Standard Clauses	✓	
Site Variations (allowed with approval)	✘	
Notes		

10.1. Accounts

The Council shall cause true accounts to be kept as required by Diocesan Policies and as would be generally required if the Corporations Act applied to the School and in accordance with the relevant Australian Accounting Standards and other relevant professional reporting standards.

10.2. Audit of Accounts

10.2.1. The accounts of the School for each financial year shall be examined and reported on by an auditor engaged by the School and approved by the Anglican Schools Commission.

10.2.2. The auditors of the School shall be appointed annually by the Council provided that no person may be appointed auditor unless he or she is a member of the Institute of Chartered Accountants in Australia or is a member of the Australian Society of Certified Practising Accountants and is also a registered company auditor. No person who is a Councillor or member of the staff of the School may be appointed auditor.

10.2.3. The auditors shall be eligible for re-appointment and shall hold office until his or her successor has been appointed.

10.2.4. The Council shall fill any casual vacancy in the office of auditor.

10.2.5. The Council shall fix the remuneration of the auditor.

10.3. Approval of Accounts

Within five (5) months of the end of any financial year, the Principal shall lay before the Council annual accounts (including the profit and loss account, balance sheet and statement of cash flows) prepared in accordance with the relevant Australian Accounting Standards, made up to the end of the financial year, and audited as required by Clause 10.2. A copy of the audited accounts shall be forwarded to the Anglican Schools Commission immediately after the audited accounts have been adopted by the Council.

11. Business Manager and Senior Staff

Standard Clauses	✓	
Site Variations (allowed with approval)	✓	
Notes	Variations to reflect the actual position title used in the school may be necessary. School to select one version of clause 11.1	

11.1. Responsibilities

The Council may appoint a Business Manager in consultation with the Principal. The Business Manager shall be responsible to both the Principal and the Council for the financial and business administration of the School as defined by the Council. The Council must not terminate the appointment of the Business Manager without prior consultation with the Principal.

11.2. To Comply with Directions

In the execution of his or her duties, the Business Manager shall comply with any direction given to him or her by the Council or the Principal.

11.3. Attendance by Senior Staff

The Council may, in consultation with the Principal, require the attendance at Council meetings of members of senior staff such as the Business Manager, Deputy Principal, heads of departments or staff members of similar seniority.

12. Indemnity

Standard Clauses	✓	
Site Variations (allowed with approval)	✗	
Notes	The indemnity should be consistent with section 66 of the Diocesan Governance Canon.	

1. The Council may put in place and pay for a suitable insurance policy for directors' and officers' covering Councillors, the Principal and such other employees of the School as it considers appropriate.
2. Section 66 of the Diocesan Governance Canon¹ applies to every person who is or has been a Councillor in respect of their role as a Councillor.

¹ See attached extract from the Diocesan Governance Canon

13. Charter

Standard Clauses	✓	
Site Variations (allowed with approval)	x	
Notes		

13.1. *Alteration and suspension of Charter*

This Charter or any provision of it may be:

13.1.1. altered, rescinded or repealed; or

13.1.2. suspended or modified for a particular purpose or for a specified period of time,
by resolution of the Diocesan Council.

Extract from the Diocesan Governance Canon

Definitions

“Church Body” means the Diocesan Council, each Commission and any committee, council, board or other body howsoever described, established:

- (a) under, or under an authority contained in, a Canon, including a regulation made under a Canon; or
- (b) by resolution of Synod; or
- (c) by the Diocesan Council; or
- (d) by any Commission, Agency or parish; or
- (e) pursuant to a constitution or other governing document of an Agency or of a School of the type described in paragraphs (a) and (d) of the definition of School in this section 2.

“Church Role” means the role and function which is required or expected of a Church Worker in their capacity as a member of the Church Body of which the Church Worker is a member, as set out in any Canon, constitution or governing document or role description or which might reasonably be expected to be performed by that Church Worker given the nature of the Church Body of which they are a member.

“Church Worker” means a person who is a member of a Church Body and who:

- (a) is not a member in their capacity as an employee of the Corporation or any controlled entity of the Corporation, including any Commission, Agency, School or parish; and
- (b) either:
 - (i) does not receive any emolument in relation to their membership, other than reimbursement for expenses or payment for a service provided other than in their capacity as a member, such as consulting or professional fees; or
 - (ii) is a licensed clergyperson.

“School” or **“Anglican school”** means an Anglican school in the Diocese and includes:

- (a) a school which is owned and administered by the Corporation;
- (b) a school in the Diocese which is owned or administered by the Society of the Sacred Advent;
- (c) a school which is owned or administered by or affiliated with a Church Institution as provided under the Church Institutions Canon;
- (d) a school which is a separately incorporated company which is a subsidiary (as defined in the Corporations Act 2001 (Cth)) of the Corporation; and
- (e) a school which is a member of the Anglican Schools Commission immediately before this Canon comes into force.

Section 66.

(a) To the extent permitted by law and subject to paragraph (c), the Corporation indemnifies every person who is or has been a Church Worker against any Unindemnified Liability incurred by that person as a direct result of carrying out their Church Role except where such liability:

- (i) is owed to the Corporation or a controlled entity of the Corporation; or
- (ii) arose out of the fraud, wilful default or gross negligence of the Church Worker; or
- (iii) did not arise out of conduct in good faith.

(b) The Diocesan Council may make such administrative arrangements as it sees fit, including making advances to a Church Worker pending the outcome of any investigation or legal proceeding, in satisfying any obligation of the Corporation to indemnify a Church Worker.

(c) The Corporation's obligation to indemnify a Church Worker in paragraph (a) applies only to an Unindemnified Liability. An Unindemnified Liability is a liability (including for legal costs for defending any action and liabilities incurred by the person as a director of a company or member of an external committee, council or board where the Corporation, including an Agency, Commission or parish, requested the Church Worker to accept that appointment) for which the Church Worker is not indemnified or otherwise compensated under or by:

- (i) an insurer under any policy of insurance, whether held by the Corporation, an Agency, a School or any other person, including the Church Worker; or
- (ii) a statutory compensation scheme, such as workers compensation; or
- (iii) an award of damages or other compensation or relief from a court of competent jurisdiction or other tribunal with appropriate jurisdiction in relation to the liability; or
- (iv) any other damages, compensation, reimbursement or relief from liability derived from any other source, other than the Church Worker personally.

(d) Nothing in this section 66 is intended to require the Corporation, including any Commission, Agency, School or parish, to reimburse an expense incurred in carrying out the Church Role which is voluntarily incurred by the Church Worker. However, this does not prevent the Corporation, including any Commission, Agency, School or parish, from exercising any power it has to agree to reimburse such expenses.