

## Australasian Curriculum, Assessment and Certification Authorities

ABN 77 634 037 164

### Association rules – March 2019

## 1 Definitions

1.1 In these rules:

**AGM** means annual **general meeting**.

**association** means the Australasian Curriculum, Assessment and Certification Authorities.

**committee** means the **association's committee** of management and the members of the **committee** of management respectively (see rule 12.2).

**general meeting** means the meetings of members of the **association** as described in rule 15, consisting of AGMs and special **general meetings**.

**member** means the members of the **association**.

**purposes** means the **purposes** of the **association** as described in rule 4.1.

**special resolution** means a resolution of members:

- of which at least 21 days' notice of the meeting at which it will be considered has been given to members, and
- that is passed at a **general meeting** by 75% or more of the **members** voting (who are eligible to vote), voting in favour of it.

## 2 Preliminary

2.1 The name of the association is the Australasian Curriculum, Assessment and Certification Authorities.

2.2 The association is unincorporated.

2.3 The association is established to be, and continue as, not-for-profit.

## 3 Alteration of rules

3.1 These rules may be changed, added to, or replaced by special resolution of the association's members at a general meeting. This includes a change to the association's name.

## 4 Purposes

4.1 The **association** will pursue the following **purposes**:

- i. confer, deliberate and influence on national and state curriculum, assessment and certification issues
- ii. communicate the collective views of jurisdictions to appropriate governmental authorities and instrumentalities
- iii. provide high level strategic and technical advice on curriculum, assessment and certification issues drawn from the high level of expertise of **members**
- iv. research and communicate about national and international developments in curriculum, assessment and certification including those related to technology
- v. promote equal access and participation of all students in curriculum, assessment and certification.

4.2 The **association** may do all things that help it to achieve these purposes, in accordance with these rules.

4.3 The **association** and its **committee** may only do things and use the income and assets of the **association** (including those held on trust for the **association** or its **purposes**) for the **purposes**.

4.4 The **association** must not distribute any income or assets, directly or indirectly, to its **members**.

4.5 Rule 4.4 does not stop the **association** from doing the following things, provided they are done in good faith (fairly and honestly):

- paying a member for goods or services they have provided or expenses they have properly incurred at fair and reasonable rates or rates more favourable to the **association**, or
- making a payment or providing a benefit to a member in carrying out the **association's purpose(s)**.

## Indemnity

4.6 To the extent possible under law, **members** are entitled to be indemnified out of the assets held for the **association** for any debts or liabilities incurred personally by a **member** when acting on behalf of the **association**, so long as the member was:

- i. authorised by the association to take that action, and
- ii. acting in good faith (fairly and honestly) and in the best interests of the association.

4.7 This indemnity is a continuing obligation and is enforceable by a person even if that person is no longer a **member** of the **association**. This indemnity only applies to the extent that the person is not otherwise entitled to be indemnified and is not actually indemnified by another person (including an insurer under an insurance policy).

4.8 To the extent permitted by law, and if the **committee** considers it appropriate, the **association** may pay or agree to pay a premium for a contract insuring a person who is or has been a **member** of the **association** against any liability incurred by that person as a **member** of the **association**.

## 5 Funds and assets

5.1 The **committee** must establish policies about the holding and management of funds and assets on behalf of the **association** or its **purposes**, and that set out who oversees these funds and assets and who can make decisions about them.

5.2 The **association** must satisfy any obligations that apply to the use of assets over which a trust exists.

5.3 The association can receive funding from joining and annual **membership** fees or any other lawful sources approved by the committee that are consistent with furthering the association's purposes.

## 6 Financial year

6.1 The financial year of the **association** is from 1 July to 30 June, unless the **committee** passes a resolution to change the financial year.

## 7 Record-keeping

7.1 The **association** must make and keep written financial records that:

- iii. correctly record and explain the **association's** transactions and financial position and performance
- iv. enable true and fair financial statements to be prepared and to be audited.

7.2 The **association** must also keep written records that correctly record its operations, and be able to produce these records if required by law.

7.3 The **association** must retain its records for at least seven years, or as otherwise required by laws that may apply (for example, taxation law).

7.4 The **members** must take reasonable steps to ensure that the **association's** records are kept safe.

## 8 Contracts

8.1 As an unincorporated **association**, the **association** cannot enter into contracts in its own name but only in the collective names of three or more individuals appointed by the **committee** or through a member's curriculum, assessment and certification authority on behalf of the **association**.

8.2 The individuals who enter into the contract under rule 8.1 above may elect to re-execute a contract if one or more of the individuals is no longer a **member** of the **association**, in which case the **committee** shall appoint one or more individuals in their place.

8.3 Entering into a contract must be agreed by the majority of **members** at a **general meeting**.

## 9 Membership

- 9.1 A **member** is a person whosoever appointed to exercise chief executive powers on behalf of a curriculum, assessment and certification authority for the final year of schooling in an Australian state or territory, or New Zealand.
- 9.2 The **committee** can propose to set or change joining fees and membership fees for **members**. Joining and membership fee proposals must be approved by a majority of **members** voting at a **general meeting**.
- 9.3 **Members** must pay any membership fee and any unpaid joining fee within one month of being asked. If a **member** does not pay in time, their membership may be suspended by the **committee**. If the **member** does not pay all amounts owing within six months of their membership being suspended, their membership may be cancelled by the **committee**.
- 9.4 When membership is suspended, a **member** cannot exercise their **members'** rights such as voting at a **general meeting**.
- 9.5 A person immediately stops being a **member** if they are no longer appointed to exercise chief executive powers on behalf of a curriculum, assessment and certification authority for the final year of schooling in an Australian state or territory or New Zealand.

## 10 Register of members

- 10.1 The **association** must maintain a register of **members** including names and contact details.

## 11 Members' access to documents

- 11.1 A **member** may make reasonable requests to inspect (at a reasonable time) the:
- rules of the association
  - general meeting minutes, and
  - register of members.
- 11.2 A **member** may make reasonable requests for copies of the documents requested under rule 11.1. The **association** may charge a reasonable fee for providing copies.
- 11.3 **Members** may only use information that is accessed in accordance with rules 11.1 or 11.2 for lawful and proper **purposes** related to the **association**.
- 11.4 Subject to rule 11.5, the **association** must provide access to documents or copies requested under rules 11.1 and 11.2 within a reasonable time.
- 11.5 The **association** can refuse to provide access or copies, or provide only limited access, if the documents contain confidential, personal, employment, commercial or legal matters, or if granting the request would breach a law or could cause damage or harm to the **association**, or if the request is otherwise unreasonable.

## 12 The committee

- 12.1 The **association** is governed by the **committee** that is made up of all **members** of the association. The role of the **committee** is to ensure that the **association** is responsibly managed and pursues its **purposes**.
- 12.2 The **committee** can exercise all powers and functions of the **association** (consistently with these rules, and any relevant Australian laws and requirements), except for powers and functions that the **members** are required to exercise at a **general meeting** (under these rules, and any relevant Australian laws or requirements).
- 12.3 The **committee** can delegate any of its powers and functions to a **member**, a sub-**committee**, a staff member or a **member**, other than the power of delegation or a duty that applies to the **committee** or particular **member** under Australian laws.
- 12.4 The **committee** may appoint and remove **members** to and from any positions (such as Chair, President, Deputy President, Treasurer and Secretary) and decide their responsibilities in those roles.

## 13 Duties of the committee

- 13.1 Among its other responsibilities, the committee is responsible for making sure that:

- i. accurate minutes of general meetings and committee meetings are made and kept
- ii. other records are kept in accordance with rules 7.1 to 7.4, and
- iii. documents of the association are made available to members in accordance with rules
- iv. 11.1 to 11.6.

13.2 **Members** must comply with their legal duties under Australian laws and ensure that the **association** complies with its duties under Australian laws.

## 14 General meetings

- 14.1 A **member** can call a meeting by giving seven days' notice of a meeting to all **members** unless the meeting is an urgent meeting (in which case reasonable notice must be given).
- 14.2 The **committee** can decide how often it meets, and the way in which it meets, including by allowing **members** to attend through technology, so long as it allows everyone to communicate.
- 14.3 The Chair will chair **committee** meetings. If the Chair does not attend, the **members** can choose who will chair that meeting.
- 14.4 A resolution is passed if more than half of the **members** voting at the **committee** meeting vote in favour of the resolution.
- 14.5 The quorum for general meetings is the presence of a majority (more than half) of **members** (either in person or through the use of technology).
- 14.6 The **committee** can allow circular resolutions. To pass a circular resolution, each member must agree to it in writing, including by email or other electronic communication, and it is passed once the last **member** has agreed to it.

## 15 General meetings of members

- 15.1 Written notice of **general meetings** must be provided to all **members** (and the **association's** auditor or reviewer, if one is appointed) at least 21 days before the meeting. Notice to **members** must be sent to the **members'** contact addresses listed on the register of **members**.
- 15.2 Any notice of **general meetings** must include the meeting details (including whether the meeting is to be held in two or more places and the technology that will be used to facilitate this), proposed issues to be discussed and resolutions to be moved at that meeting.
- 15.3 The **association** must hold its first **AGM** within 18 months of being formed. After that the **association** must hold an **AGM** at least once in every calendar year, at which it provides reports to **members** about the financial position and activities of the **association**.
- 15.4 The ordinary business of the **AGM** is to confirm the minutes of the previous **AGM**, receive reports and statements on the previous financial year, and elect **members**. The notice of the **AGM** must include any special business or resolutions to be considered.
- 15.5 A group of at least 10 per cent of **members** who are eligible to vote at a **general meeting** can propose resolutions to be voted on at a **general meeting** by writing to the **committee** advising them of the proposed resolutions, so long as requirements to notify **members** of the resolutions prior to the **general meeting** can be met (which will depend on the type of resolution proposed).
- 15.6 Any resolution proposed under rule 15.5 must be considered at the next **general meeting** held no more than two months after the date the **committee** is notified of the request to present a resolution to **members**. This rule does not limit any other right that a **member** has to propose a resolution at a **general meeting**.
- 15.7 The Chair (see rule 12.4) will chair **general meetings**. If the Chair does not attend, the **members** at the meeting can choose another **member** to be the chair for that meeting.
- 15.8 Each **member** has one vote.
- 15.9 A resolution (other than a **special resolution**) is passed if more than half of the **members** present at a **general meeting** vote in favour of the resolution.
- 15.10 Votes may be held by a show of hands or written ballot, or another method that the chair decides is fair and reasonable in the circumstances. If a vote is held initially by show of hands, any **member** can request a vote be held again by written ballot. If a vote of the **members** is tied, the chair of the meeting does not have an additional, deciding vote and shall declare that the motion has failed.

- 15.11 The chair can adjourn the meeting if there are not enough **members** at the meeting (a quorum – see rule 14.5) within 30 minutes of the meeting start time, or if there is not enough time at a meeting to consider all business. A new notice must be sent to **members** for the adjourned meeting (but does not have to comply with time for notice requirements, unless the adjourned meeting is more than 21 days after the original meeting date). Only unfinished business may be dealt with at a resumed

### **Dispute resolution process**

- 15.12 If there is a dispute between one or more **members** the parties (the people who disagree) involved must first attempt to resolve the dispute between themselves within a period of at least 14 days from the date the dispute is known to all parties involved.
- 15.13 If the dispute cannot be resolved between the people involved, the **committee** must be notified, and a dispute resolution process must be put in place by the **committee**. The **committee** may develop a policy regarding dispute resolution.
- 15.14 A dispute resolution process must allow each party a reasonable opportunity to be heard and/or submit arguments in writing, and should first attempt to resolve the dispute by the parties reaching agreement. If agreement cannot be reached, the **committee** may appoint an unbiased person to decide the outcome of the dispute. The unbiased person may be a **member**, non-member or professional mediator who is not connected with the dispute or the people involved in it.

### **Disciplining members**

- 15.15 The committee can take disciplinary action against a member of the association if it considers the member has breached these rules or if the member's behaviour is causing (or has caused) damage or harm to the association. The committee must follow a disciplinary process in accordance with rule 15.18. The committee may choose to adopt a more detailed discipline policy, dealing with issues such as rights to appeal.
- 15.16 Disciplinary action can include warning a **member**, or suspending or cancelling the **member's** membership. It cannot include a fine. Membership cannot be suspended for more than 12 months.
- 15.17 The **committee** must write to the **member** to tell them why they propose to take disciplinary action.
- 15.18 The **committee** must arrange a disciplinary procedure that meets these requirements:
- i. the outcome must be determined by an unbiased decision-maker (who cannot be a member),
  - ii. the member must have an opportunity to explain or defend themselves, and
  - iii. the disciplinary procedure must be completed as soon as reasonably practical.
- 15.19 The **committee** must notify the **member** of the outcome of the disciplinary procedure as soon as reasonably practical.
- 15.20 There will be no liability for any loss or injury suffered by a **member** as a result of any decision made in good faith (fairly and honestly) under rule 15.18.

## **16 Winding up**

- 16.1 The **association** can be wound up by its **members** if the **members** pass a **special resolution** to wind up the **association** at a **general meeting**.
- 16.2 If the **association** is wound up, after it has paid all debts and other liabilities (including the costs of winding up), any remaining assets shall be given or transferred to such one or more curriculum, assessment and certification authorities as shall be determined by its **members** by special resolution.
- 16.3 In making distributions upon winding up, the **association** must satisfy any obligations that apply to assets over which a trust exists.