



CONSTITUTION
of
TE AKORANGA
PLAYCENTRE ASSOCIATION
INCORPORATED

NOVEMBER 2003

TE AKORANGA PLAYCENTRE ASSOCIATION
INCORPORATED

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1. NAME

- 1.1. The organisation shall be called TE AKORANGA PLAYCENTRE ASSOCIATION INCORPORATED, hereinafter referred to as "the Association".
- 1.2. The Association shall consist of those Playcentres affiliated to it.

2. STATEMENT

- 2.1 Te Akoranga Playcentre Association acknowledges Te Tiriti O Waitangi as the founding document of Aotearoa/New Zealand.

3. OBJECTS

The objects of the Association shall be:

- 3.1 to work with families to provide quality Early Childhood play experiences for children, under approved supervision;
- 3.2 to co-ordinate the activities of Centres affiliated to the Association;
- 3.3 to foster positive parent-child relationships through parent education programmes;
- 3.4 to honour the commitments embodied in Te Tiriti O Waitangi;
- 3.5 to assist parents/caregivers/whanau tiaki tamariki (hereinafter referred to as caregivers), to provide a play environment which acknowledges and incorporates the dual heritage of Aotearoa/New Zealand;
- 3.6 to organise the training, approval and employment of persons to co-ordinate play sessions;
- 3.7 to award Te Akoranga Playcentre Association certificates as approved by the Association Executive;
- 3.8 to raise, receive, hold and administer funds for the benefit of the Association; and to acquire by lease or purchase or otherwise, convenient real estate, buildings and rooms for the carrying out of the objects of the Association, and hold, improve, lease, sell or otherwise dispose of the same;
- 3.9 to receive monies on behalf of affiliated Playcentres from the Ministry of Education and other sources, and to disburse same to affiliated Playcentres;
- 3.10 to arrange such meetings, discussions and workshops as may be deemed necessary by the Association for the furtherance of its objects;
- 3.11 to prepare and issue pamphlets, documents and other such matter as may be considered necessary;
- 3.12 to develop public awareness of the Playcentre movement;
- 3.13 to abide by the Constitution of the New Zealand Playcentre Federation, and respect decisions made by properly constituted meetings of the Federation;
- 3.14 generally to do each and every act necessary and proper for the accomplishment of the objects of the Association.

4. DEFINITION

In Te Akoranga, a Playcentre is a Centre which-

- 4.1. agrees to abide by the Constitution and rules and policies of the Association;
- 4.2. is organised, equipped and managed on a co-operative basis by the caregivers of the children attending that Centre, and supervised at least in part by the caregivers of those children;
- 4.3. reflects the principle of partnership inherent in Te Tiriti O Waitangi;
- 4.4. provides play conditions approved by the Association;
- 4.5. provides play in groups not exceeding thirty (30) children;
- 4.6. enrolls children 0 - 6 years old, providing that children under the age of two and a half (2½) years are accompanied by a caregiver;
- 4.7. provides at least one and not more than five (5) sessions per week for any one child;
- 4.8. works under a supervision plan formulated by the caregivers of the centre and approved by the Association;
- 4.9. co-operates with the Association in providing information for caregivers concerning children's growing needs, and encourages and arranges for discussions and courses, or other means whereby parents may obtain such information;

Provided that the above information will not prevent the Association, after careful consideration, making such provision, as it may find necessary, to meet the special needs of a particular child or children whose parents seek enrolment.

5. MEMBERSHIP

- 5.1 A Playcentre complying with Clause 4 above may apply in writing to the Association for affiliation and be accepted by the Association at a General Meeting .
- 5.2 The members of the Association shall consist of-
- 5.2.1. Ordinary Members who are-
- 5.2.1 (i) all caregivers who have children enrolled at an affiliated Playcentre;
 - 5.2.1(ii) persons with no children at Playcentre but who currently hold a position of responsibility and are carrying out their commitments within the Association.
- 5.2.2 Associate Members who are -
- 5.2.2(i) elected members of the Executive who retire after one (1) year or more service; membership shall be for a term of one (1) year, from the Annual General Meeting when she/he retires from the last position held
 - 5.2.2(ii) persons interested in the work of the Association, but who do not belong to any particular Playcentre and have paid an annual subscription to the Treasurer; those who are still actively contributing to the Association throughout the year shall have their annual subscription waived.
- 5.3. Honorary Life Membership of the Association may be accorded to any individual whose contribution to the Association has exceeded the normal requirements of an Ordinary Member to such a degree that the Association considers that person to be eligible to become a Life Member; notice of such proposal shall be submitted to the Executive at least six (6) weeks before the Annual General Meeting; on approval of the Executive a postal ballot shall be held; a three-fourths ($\frac{3}{4}$) majority of postal votes received shall enable life membership to be presented at the Annual General Meeting;
- 5.4 Resignation/termination of Membership
- 5.4.1 Persons may terminate membership of the Association by voluntary resignation;
 - 5.4.2 The Executive may terminate the membership of an Ordinary or Associate Member for failure to take an active part in the functioning of the Association or the failure to conform to the Constitution and the rules of the Association;
- 5.5 The Association may disaffiliate a centre for failure to take an active part in the functioning of the Association, as defined in Clause 4, or the failure to conform to the Constitution and the rules of the Association.

6. MEETINGS OF THE ASSOCIATION

- 6.1 The Annual General Meeting, any Special Meetings and all General Meetings are defined as meetings of the Association.
- 6.2 All members of the Association and invited guests shall be entitled to attend and speak on any matter before meetings of the Association.
- 6.3 All meetings of the association shall be facilitated by a Chairperson appointed to manage that meeting.
- 6.4 The quorum for meetings of the Association shall be representatives from two thirds (2/3) of affiliated Playcentres rounded to the nearest whole number.
- 6.5 Notices of the date, time and place of meetings of the Association and the nature of the business to be conducted, shall be posted to affiliated Playcentres, associate members and Life Members at least two weeks (2) before such a meeting; it shall be the duty of each Playcentre to ensure that caregivers receive notice of such a meeting.
- 6.6 Minutes shall be kept of the proceedings of all meetings of the Association. The Association Secretary shall circulate minutes to all Executive Officers and affiliated Playcentres.

7. ANNUAL GENERAL MEETING

- 7.1 The Annual General Meeting date shall be set and circulated at least three (3) months prior to the meeting.
- 7.2 An Annual General Meeting shall be held not later than the 30 November each year.
- 7.3 Any member may propose a Constitutional or General Remit for discussion at the Annual General Meeting; such remits shall be in writing and shall be received by the Association Secretary at least six (6) weeks before the date of the Annual General Meeting; members shall be given at least four (4) weeks clear notice of any Constitutional and General remits that have come to hand.
- 7.4 The Annual General Meeting shall:
 - 7.4.1 receive and approve the Annual Report and audited Annual Accounts;
 - 7.4.2 confirm the Association budget;
 - 7.4.3 determine those Association levies and subscriptions deemed necessary;
 - 7.4.4 elect Officers of the Association and Team members ;
 - 7.4.5 appoint an Honorary Solicitor and Honorary Auditor;
 - 7.4.6 present Life Membership if appropriate;
 - 7.4.7 vote on any Constitutional or General Remits
 - 7.4.8 appoint three (3) signatories for the authorisation of financial payments;
 - 7.4.9 consider any other business properly the subject of discussion, provided written notice of such matter is received by the Secretary at least four weeks before the meeting;

8. SPECIAL GENERAL MEETING

- 8.1 A Special General Meeting of the Association may be called:
 - 8.1.1 at the direction of the President;
 - 8.1.2 at the request of five (5) members of Executive ;
 - 8.1.3 by written application signed by at least fifteen (15) members of the Association; such application shall specify the object of the proposed meeting;
- 8.2 The Secretary shall call a Special General Meeting, within two (2) weeks of the receipt of such notification, giving brief details of the matters to be raised.
- 8.3 A Special General Meeting shall only consider that business for which it was specifically called.

August 2004

9. GENERAL MEETINGS

- 9.1 The Executive shall ensure that at least three (3) General Meetings are held each year.
- 9.2 General Meetings shall:
 - 9.2.1 receive reports;
 - 9.2.2 receive a financial report and approve all financial expenditure;
 - 9.2.3 ratify policies and rules for the Association;
 - 9.2.4 consider a proposed budget prior to the Annual General Meeting;
 - 9.2.5 determine the honoraria and reimbursements for Association Officers; consider any applications for affiliation

10. VOTING PROCEDURE

- 10.1 Consensus decision-making shall be the primary method for reaching an acceptable outcome for any proposal, with the exception of the election of officers.
 - 10.2 Where after every possible avenue has been explored consensus cannot be reached with regard to decision, a formal vote may be used.
 - 10.3 Formal voting at meetings of the Association -
 - 10.3.1 representatives from each affiliated Playcentre present at a meeting of the Association, shall be entitled to exercise only two (2) votes on behalf of that Playcentre;
 - 10.3.2 members of the Executive shall be entitled to one(1) vote each, provided that such members are not representing a Playcentre; or if the position is shared, then that position shall be entitled to one (1) vote only.
 - 10.3.3 no proxies will be accepted.
 - 10.4 Voting shall be by show of hands, but a vote by secret ballot may be demanded by any two (2) members present and entitled to vote.
 - 10.5 All questions or motions shall be decided by majority vote, unless otherwise provided for in these rules; a declaration by the Chairperson/s that a resolution has been carried, or not carried as the case may be, shall be sufficient.
 - 10.6 In the event of equality of voting the status quo shall be maintained.
 - 10.7 From time to time, as deemed necessary by the Executive, a postal vote may be held. Voting entitlement shall be as identified for formal voting (clause 7.3).
- All affiliated Playcentres shall be notified in writing of the outcome of such a vote within two (2) weeks of the closing date of the ballot and the result recorded in the minutes of the next Executive meeting.

11. ELECTION OF OFFICERS

- 11.1 The Annual General Meeting shall elect from among its members :
- 11.1.1 a President, a Treasurer, and such other Convenors as deemed necessary by the Association, who together shall form the Association Executive;
- 11.1.2 members for such teams as may be deemed necessary;
- 11.2 Written nominations, together with a profile, for elected personnel, shall be received by the Association Secretary at least four (4) weeks before the Annual General Meeting; copies of such nominations are to be circulated to affiliated Playcentres at least two (2) weeks before the said meeting.
- 11.2.1 Nominees for Executive positions must have completed:
- Te Tiriti o Waitangi Workshop (Association Approved)
 - Co operative Team Functioning
 - Course Two – The Playcentre Way
 - Be involved in ongoing parent education and training including enhancement of treaty awareness
- 11.2.2 The Education Convenor should have completed Course 4 – Playcentre Practice or a higher level of training, and that any person standing for the Education Convenor must have been on the Education Team.
- 11.3 Nominations will not be accepted from the floor.
- 11.4 No person shall be eligible to be nominated for, or to hold at the same time, more than one position on the Executive.
- 11.5 Any member shall be eligible for election; all elected members shall retire annually but shall be eligible for re-election provided that a maximum term of four (4) years in any one position is not exceeded, only if the 4th year is with a new member taking on the position, for the purposes of passing on information and knowledge of the position.
- 11.6 Elections shall be by secret ballot, using ballot papers issued for this purpose; the Chairperson shall appoint two (2) scrutineers who are not candidates for election; any equality in voting shall be resolved by lot; the outcome of the ballot shall be declared immediately.

12. ASSOCIATION EXECUTIVE

- 12.1 The Association Executive (hereinafter referred to as the Executive) shall consist of
- 12.1.1 Not more than eight (8) elected positions including the President, Treasurer, and such Convenors as may be deemed necessary;
 - 12.1.2 The Immediate Past President without election for the year immediately following the expiry of her/his term of office as president;
- 12.2 The Executive shall meet not less than ten (10) times a year, notices of which stating the, time date and place, together with an agenda and supporting information, shall be sent to Executive Members, affiliated Playcentres, associate members and Life members at least one (1) week prior to such meetings;
- 12.3 The responsibilities of Executive shall be to:
- 12.3.1 conduct the business and further the objects of the Association;
 - 12.3.2 indicate the standards for the general conduct of Playcentres;
 - 12.3.3 consult with Maori members/whanau/Centres;
 - 12.3.4 consider an annual budget and monitor expenditure;
 - 12.3.5 set in place a strategic plan for the year;
 - 12.3.6 deal appropriately with any complaints and special considerations;
 - 12.3.7 determine the duties of those teams deemed necessary and to ensure that such teams are functioning;
 - 12.3.8 ensure appropriate representation at the Annual Conference, National Executive and other national meetings of the New Zealand Playcentre Federation;
 - 12.3.9 propose remits for consideration at New Zealand Playcentre Federation Conference;
 - 12.3.10 generally maintain relations with the New Zealand Playcentre Federation;
 - 12.3.11 ensure that an Annual Report and Audited Financial Statements are prepared for the Annual General Meeting;
 - 12.3.12 ensure proper records are kept, and that assets are looked after;
 - 12.3.13 ensure that the appraisal system is operating/functioning;
- 12.4 The Executive shall have the power to co-opt up to two (2) further members for specific tasks, and may fill casual vacancies.
- 12.5 The Executive shall employ paid staff for those positions deemed necessary, and shall determine their remuneration and duties; the Executive shall act as a good employer.

- 12.6 The quorum for any meeting of the Executive shall be two thirds of members.
- 12.7 Consensus decision-making shall be the primary method for reaching an acceptable outcome, but where consensus does not produce a decision each Executive member shall be entitled to one (1) vote.
- 12.8 The Executive must authorize any public or press statements made by, or on behalf of, the Association.
- 12.9 Executive members are expected to declare a conflict of interest relative to any matter in which they, or an associated third party, may have a pecuniary interest.

13. FUNDS

- 13.1 The financial year shall be from 1 September each year until 31 August in the following year.
- 13.2 As soon as possible after the close of the financial year, financial reports shall be prepared; these statements duly audited in accordance to the requirements of the latest Incorporated Society Act, Education Act and the Associations Financial reporting policy. These audited reports shall be circulated at least two (2) weeks prior to the Annual General Meeting, for approval at that meeting.
- 13.3 The funds of the Association shall consist of donations, fundraising, grants and other gifts made to the Association, and of such levies from affiliated Playcentres to be fixed by the Annual General Meeting.
- 13.4 All monies received on behalf of the Association shall be paid to its bank account.
- 13.5 Bills for approved expenditure shall be paid using one of the methods laid out in the Association's Payment Policy and must be signed by any two (2) of the three (3) signatories appointed by the Annual General Meeting. Bills for unapproved expenditure shall be held until approval for payment is gained.
- 13.6 Each affiliated Playcentre shall pay the Association Levy, Maintenance Pool Levy, Northern Regional Capital Works levy and the Federation Levy within four (4) weeks of receiving an invoice from the Association Treasurer;
- 13.7 Any surplus funds not required for the immediate use by the Association, may be invested in such investments as are authorized. Immediately upon receipt, each Bulk Funding payment shall be invested. The use of any interest gained from the investment of Bulk Funding is to be determined by the Centres. Bulk Funding payments must be paid out to the Centres within 3 months of receipt of the Wash up portion of the payment.
- 13.8 Assets, including land and buildings, shall at all times be vested in the Association; in the event of a Playcentre being wound up, closed or disaffiliated, any assets shall revert to the Association in the absence of any agreement to the contrary.
- 13.9 A loan, mortgage or other borrowing requires the approval of a General Meeting before acceptance of the loan is undertaken.

13.10 The income, profits and assets of the Association shall be applied solely towards the promotion of the objects of the Association. No part of the income and profits of the Association may be paid or distributed to any members of the Association PROVIDED THAT this rule shall not preclude the reimbursement of expenses properly incurred by a member on behalf of the Association, nor payment to a member of fees on a normal commercial basis for services rendered to the Association, nor the payment of any scholarship or prize or grant to a member designed to promote the objects of the Association.

14. COMMON SEAL

- 14.1 The Common Seal of the Association shall be kept in a secure location at the Association's Registered Office.
- 14.2 Two (2) members of the Executive shall sign each document to which the Seal is affixed.
- 14.3 A register recording the use of the Common Seal, and where such documents are lodged, shall be kept with the Common Seal.

15. ALTERATION OF THE CONSTITUTION AND RULES.

- 15.1 The Constitution of the Association may be altered at an Annual General Meeting, General Meeting or a Special General Meeting of the Association.
- 15.2 No alterations to the Constitution of the Association shall be made that have the effect of altering the charitable nature or purpose of the Association.
- 15.3 All members of the Association shall be given four (4) weeks notice in writing of any proposed changes to the Constitution
- 15.4 Any such alterations shall be submitted in duplicate to the Registrar of Incorporated Societies immediately after they have been approved, and shall be accompanied by a Statutory Declaration that the alterations have been made in accordance with the Constitution of the Association.
- 15.5 The Executive may from time to time develop such rules and policies for the management of the Association, the conduct and organisation of Playcentres, or any other matters which the Association thinks fit, provided that such rules and policies are not inconsistent with the Constitution, nor contrary to the Incorporated Societies Act or any other law; these rules and policies shall be ratified by a general Meeting.
- 15.6 The rules and policies of the Association may be repealed, altered or added to at a General Meeting, Special General Meeting or Annual General Meeting.

16. LIQUIDATION

- 16.1 The Association may be put into liquidation if, at a General Meeting of the Association of which due notice has been given:
 - 16.1.1 a resolution to liquidate the Association is agreed to vote of those members present and entitled to vote;
 - 16.1.2 such a resolution is confirmed by consensus at a subsequent Special General Meeting called for that purpose and held at least four (4) weeks later, for which at least two (2) weeks notice has been given.
- 16.2 The High Court may order the Association to be put into liquidation, under Sections 25 and 26 of the Incorporated Societies Act.
- 16.3 If the Registrar of Incorporated Societies is satisfied that the Association is no longer carrying on its activities or that it is defunct, the Registrar can declare that the Association is dissolved, under Section 28 of the Incorporated Societies Act.
- 16.4 If there remains after the payment of all costs, debts and liabilities, any assets whatsoever, the same shall be given or transferred to the New Zealand Playcentre Federation or such other Playcentre Association belonging to the New Zealand Playcentre Federation.
- 16.5 Such disposal of assets shall be determined by members of the Association at or before the time of liquidation; or in default thereof by the Registrar of Incorporated Societies or the High Court.
- 16.6 No property may be paid to or distributed amongst members of the Association.
- 16.7 In the event of a Playcentre going into recess, the Association shall hold all Assets of the Playcentre in trust for an agreed period of at least one (1) year, After which the Playcentre shall be considered closed and its assets revert to the Association.

17. MATTERS NOT PROVIDED FOR

- 17.1 In the event of any matter not provided for, or not fully provided for, by the Constitution, requiring to be decided, the matter may be dealt with and decided by the Executive and ratified at the next General Meeting.

18. NON COMPLIANCE

- 18.1 In the event of non-compliance with the constitution due to circumstances beyond the control of the officers of the Association, a Special General Meeting shall be called to determine the course of action to be taken.