

HE WHĀNAU MANAAKI O TARARUA FREE KINDERGARTEN
ASSOCIATION INCORPORATED

Rules
September 2025

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**RULES OF HE WHĀNAU MANAAKI O TARARUA KINDERGARTEN ASSOCIATION
INCORPORATED (trading as He Whānau Manaaki Kindergartens")**

1. NAME

- 1.1. The name of the Association shall be "**HE WHĀNAU MANAAKI O TARARUA FREE KINDERGARTEN ASSOCIATION INCORPORATED**".
- 1.2. The Association may use the trading name "He Whānau Manaaki Kindergartens".

2. OBJECTS

- 2.1. The objects of the Association are:
 - 2.1.1. To provide quality, inclusive and accessible early childhood education environments that are warm and welcoming and where learning is fun.
 - 2.1.2. To establish, maintain and administer free kindergartens and other early childhood services in Aotearoa.
 - 2.1.3. Promote the well-being, safety and holistic development of children by ensuring environments that actively protect and safeguard children from harm
 - 2.1.4. To do all such other things as are incidental or conducive to the attainment of any of the above objects, including (but not limited to) working to improve the health and wellbeing of children enrolled with the Association, and their communities.

3. RESPONSIBILITIES

- 3.1. For the purpose of advancing its objects, the Association may through its Board exercise the following powers in addition to and not in substitution for all other powers conferred by law:
 - 3.1.1. To employ such staff and to engage such professional services, as the Board considers desirable.
 - 3.1.2. To purchase, lease, exchange, hire or acquire and to sell, surrender, mortgage, charge, manage, subdivide, develop and deal with every kind of real or personal property.
 - 3.1.3. To construct, maintain, restore, repair, alter and replace any buildings or other structures.
 - 3.1.4. To borrow or raise money and secure the payment of moneys borrowed in such manner, as the Board considers necessary.
 - 3.1.5. To guarantee and indemnify any person or company against debts, liabilities, claims and proceedings incurred on behalf or in the course of providing any services for the Association and for this purpose to charge any of the assets of the Association.
 - 3.1.6. To effect insurances in respect of any undertaking, activity or assets of the Association as the Board considers necessary.
 - 3.1.7. To acquire, merge, amalgamate or consolidate with other entity or entities as the Board deems necessary to carry out or advance the objects of the Association.
 - 3.1.8. Generally to carry out such other functions and exercise other authorities as the Board may deem necessary for the advancement of the objects of the Association.

4. CONTACT PERSON

- 4.1. The Association shall have at least one (1) but no more than three (3) contact person(s), whom the Registrar can contact when needed.
- 4.2. The Association's contact person must be:

- 4.2.1. at least 18 years of age, and ordinarily resident in New Zealand.
- 4.2.2. a contact person can be contracted by the Board or elected at a general meeting.
- 4.2.3. each contact person(s) name must be provided to the Registrar, along with their contact details, including:
 - a) a physical address or electronic address; and
 - b) telephone number.
- 4.3. Any change in that person(s) name or contact details shall be advised to the Registrar, within twenty (20) working days from the date that change occurring, or the Association becoming aware of the change.
- 5. **MEMBERSHIP**
- 5.1. **Minimum Number of Members**

The Association shall maintain the minimum number of members required by the Act.
- 5.2. **Members Consent**

Every applicant for membership must consent in writing to become a member.
- 5.3. **Register of Members**
 - 5.3.1. The Association shall keep an up to date register of members. For each current member, the information contained in the register of members shall include:
 - a) name;
 - b) date on which they became a member (if there is no record of the date they joined, this date will be recorded as “unknown”);
 - c) their contact details including a physical address or electronic address and telephone number.
 - 5.3.2. The register shall include each member’s email address, occupation (if applicable) and whether the member is financial or non-financial (if applicable).
 - 5.3.3. Every current member shall promptly advise the Association of any change of their contact details.
 - 5.3.4. For members who cease to be a Member, the Association will record the former members’ names and the date the former members ceased to be a Member.
- 5.4. **Access to Information for Members**
 - 5.4.1. A Member may at any time make a written request to the Association for information held by the Association.
 - 5.4.2. The request must specify the information sought in sufficient detail to enable the information to be identified.
 - 5.4.3. The Association must, within a reasonable time after receiving a request:
 - a) provide the information; or
 - b) agree to provide the information within a specified period; or
 - c) agree to provide the information within a specified period if the Member pays a reasonable charge to the Association (which must be specified and explained) to meet the cost of providing the information; or

- d) refuse to provide the information, specifying the reasons for the refusal.
- 5.4.4. Without limiting the reasons for which the Association may refuse to provide the information, the Association may refuse to provide the information if:
- a) withholding the information is necessary to protect the privacy of natural persons, including that of deceased natural persons; or
 - b) the disclosure of the information would, or would likely to, prejudice the commercial position of the Association or of any of its Members; or
 - c) the disclosure of the information would, or would likely to, prejudice the financial or commercial position of any other person, whether or not that person supplied the information to the Association; or
 - d) the information is not relevant to the operation or affairs of the Association; or
 - e) withholding the information is necessary to maintain legal professional privilege; or
 - f) the disclosure of the information would, or would likely to, breach an enactment; or
 - g) the burden to the Association in responding to the request is substantially disproportionate to any benefit that the Member (or any other person) will or may receive from the disclosure of the information; or
 - h) the request for the information is frivolous or vexatious, or
 - i) the request seeks information about a dispute or complaint which is or has been the subject of the procedures for resolving such matters under these Rules and the Act.
- 5.4.5. If the Association requires the Member to pay a charge for the information, the Member may withdraw the request, and must be treated as having done so unless, within ten (10) Working Days after receiving notification of the charge, the Member informs the Association:
- a) that the Member will pay the charge; or
 - b) that the Member considers the charge to be unreasonable.
- 5.4.6. Nothing in these Rules limits Information Privacy Principle 6 of the [Privacy Act 2020](#) relating to access to personal information.

6. **CLASSES OF MEMBERSHIP**

There are two categories of membership of the Association:

6.1. **Ordinary Members:**

- 6.1.1. Ordinary Enrolled Members - each adult identified on an Association enrolment form as the parent, guardian or regular caregiver of a child or children enrolled with the Association for one or more of its services.
- 6.1.2. Ordinary Support Members - any individual and/or organisation that:
 - a) does not have membership pursuant to clause 6.1.1;
 - b) meets any membership criteria as set out in a policy in the Board Manual; and
 - c) has applied to be a member and has been granted membership by the Board.

6.2. **Life Members:**

6.2.1. Life Membership of the Association may be conferred upon any person who:

- a) meets any life membership criteria as set out in a policy in the Board Manual;
- b) has been nominated for life membership in accordance with the procedures set out in the policy; and
- c) the Board has resolved by Special Resolution to confer the life membership.

6.2.2. The Board shall notify the next ensuing Annual General Meeting of the Association the names of those upon whom Life Membership has been conferred in the last year.

6.2.3. Notwithstanding any provision in the Board Manual, current employees of the Association cannot be considered for Life Membership, Community Board Member (notwithstanding that they may hold ordinary membership) or to be an Appointed Member, until employment with the Association has ceased.

6.3. All Members shall promote the interests and the objects of the Association and shall do nothing to bring the Association into disrepute.

7. **TERMINATION OF MEMBERSHIP**

7.1. An Ordinary Member may resign at any time by giving notice in writing to the Board.

7.2. An Ordinary Member granted membership pursuant to clause 6.1.1 shall cease to be a Member if they are no longer a parent, guardian or regular caregiver for a child enrolled with the Association or on a waiting list for enrolment.

7.3. After due enquiry and having given the member a right to be heard in accordance with these Rules, the Board may by letter invite any Member within a specified time to retire for failure to comply with these Rules and/or any other duties of a Member. If the member does not so retire, then after the Member has been given the opportunity of being heard by or providing written comments to a meeting of the Board, the Board may expel the Member by Special Resolution.

7.4. The removal or resignation of a Member shall not be a release from existing liability to the Association.

8. **NO PRIVATE PECUNIARY PROFIT**

8.1. All income, benefit, or advantage must be used to advance the charitable purposes of the Association.

8.2. No Member of the Association or any person associated with a Member shall participate in or influence any decision made by the Association in respect to the payments (income, benefit or advantage whatsoever) to, or on behalf of, that Member or associated person of that Member.

8.3. Any payments made must be for goods or services that advance the charitable purpose and must be reasonable and relative to payments that would be made between unrelated parties.

9. **GOVERNING BODY**

9.1. **Composition**

9.1.1. The Board ("Board") shall be the governing body of the Association. The Board shall consist of a maximum of fourteen (14) Board members. For the purposes of the Act, they are the Officers of the Association and shall consist of the following:

- a) not less than three (3) and not more than six (6) Board members elected from the Community in accordance with clause 9.2 ("Community Board Members").
- b) not more than two (2) Board members appointed in accordance with clause 9.3

("Appointed Board Members").

- c) two (2) Staff Board Members elected in accordance with clause 9.4 ("Staff Board Members").
- d) the Chief Executive Officer of the Association ex officio (First non- voting Board Member).
- e) the team leader of the senior teachers employed by the Association (Second non-voting Board member).
- f) One (1) Board Member appointed in accordance with clause 9.3 by mana whenua whose rohe or takiwā lies within a 50 km radius of the geographical location of the head office of Association (Ngāti Toa Rangatira is recognised as the applicable mana whenua whilst the Association's head office is located within the Porirua basin) ("Mana Whenua Board Member").

9.2. Community Board Members

- 9.2.1. Subject to 9.1.1 (a) above, the number of Community Board Members to be elected shall be determined by the Board prior to the call for nominations being made in accordance with clause 15.1.
- 9.2.2. The term of office of each Community Board Members shall be two (2) years.
- 9.2.3. Community Board Members may be re-elected for a maximum of three (3) terms, being a total of six (6) years.
- 9.2.4. The terms of office for the Community Board Members shall be staggered so that not less than half of the Community Representatives shall retire at every Annual General Meeting.
- 9.2.5. Elections for Community Board Members shall be held in accordance with clause 15. Elections will only be held for those positions that are vacant due to expiry of the two (2) year term or because a Community Board Member position has become vacant during the year, or where the Board has determined pursuant to clause 9.2.1 to increase the number of Community Board Members.
- 9.2.6. If a Community Board Member position becomes vacant during the year, the Board may fill the vacancy by appointment of an Ordinary or Life Member. Such position shall end at the next Annual General Meeting.
- 9.2.7. A Community Board Member must be an Ordinary or Life Member

9.3. Appointed Board Members and Mana Whenua Board Member

- 9.3.1. Subject to 9.1.1 (b) and 9.3.5 the number of Appointed Board Members shall be determined by the Board in accordance with clause 9.3.4. There shall be no obligation to have any Appointed Members.

There shall at all times be one (1) Mana Whenua Board Member on the Board who shall be appointed by written notice given by the recognised mana whenua (as stipulated in clause 9.1.1.f) to the Board not less than 14 days before the Annual General Meeting at which the current tenure of the incumbent Mana Whenua Board Member on the Board comes to an end.
- 9.3.2. The term of office of each Appointed Board Member and the Mana Whenua Board Member shall be up to two (2) years, but may be for a shorter period, at the Boards discretion.
- 9.3.3. Appointed Board Members and the Mana Whenua Board Member may be re- appointed for

a maximum of three (3) terms, being a total of six (6) years.

- 9.3.4. Immediately following the Annual General Meeting, the Board shall identify the skills or attributes needed in the Appointed Board Members, using a skills and attributes matrix which shall be set out in the Board Manual (and which may be amended by the Board from time to time). Appointments shall be made as soon as practicable after the Annual General Meeting.
- 9.3.5. Notwithstanding the maximum membership number and the maximum number of Appointed Board Members in clause 9.1.1, the Board may by Special Resolution determine that additional Appointed Board Members will be appointed for a fixed period of time (not to exceed 12 months), if:
 - a) the Association undertakes a transaction involving the acquisition of assets and/or an increase in membership which the Board considers to be significant; and
 - b) the Board considers it would be beneficial to the Association to have the additional Appointed Board Members for a fixed period to enable the Board to manage the impact of the transaction on the Association.
- 9.3.6. Notice of appointment of the Appointed Board Members and the Mana Whenua Board Member shall be given in accordance with clause 19.1.
- 9.3.7. Appointed Board Members and the Mana Whenua Board Member do not need to be Members of the Association and shall have full voting positions on the Board.

9.4. **Staff Board Members**

- 9.4.1. The Staff Board Members shall be elected annually by all employees of the Association except for the Chief Executive Officer.
- 9.4.2. The term of office of each Staff Board Members shall be two (2) years.
- 9.4.3. Staff Board Members may be re-elected for a maximum of three (3) terms, being a total of six (6) years.
- 9.4.4. The terms of office for the Staff Board Members shall be staggered so that not less than half of the Staff Representatives shall retire each year. The process in clause 9.2.4 shall apply to determine the rotation.
- 9.4.5. The election process shall be conducted by the Chief Executive Officer on behalf of the Board.
- 9.4.6. At least one (1) of the Staff Board Members shall be a qualified registered teacher.
- 9.4.7. If a Staff Board Member position becomes vacant during the year, this shall be filled by a by-election conducted by the Chief Executive Officer on behalf of the Board.

9.5. Eligibility

9.5.1. No person is eligible to hold any Board position if they are ineligible to hold the position of an officer of a charitable entity pursuant to section 36B of the [Charities Act 2005](#) or Section 47(3) of the Act , namely:

- a) a person who is under 16 years of age
- b) a person who is an undischarged bankrupt
- c) a person who is prohibited from being a director or promoter of, or being concerned or taking part in the management of, an incorporated or unincorporated body under the [Companies Act 1993](#), the [Financial Markets Conduct Act 2013](#), or the Takeovers Act 1993, or any other similar legislation
- d) A person who is disqualified from being a member of the governing body of a charitable entity under the Charities Act 2005;
- e) a person who has been convicted of any of the following, and has been sentenced for the offence, within the last 7 years:
 - i. an offence under subpart 6 of Part 4 of the Act
 - ii. a crime involving dishonesty (within the meaning of section 2(1) of the [Crimes Act 1961](#))
 - iii. an offence under section 143B of the [Tax Administration Act 1994](#)
 - iv. an offence, in a country other than New Zealand, that is substantially similar to an offence specified in subparagraphs (i) to (iii)
 - v. a money laundering offence or an offence relating to the financing of terrorism, whether in New Zealand or elsewhere
- f) a person subject to:
 - i. a banning order under subpart 7 of Part 4 of the Act, or
 - ii. an order under section 108 of the Credit Contracts and Consumer Finance Act 2003, or
 - iii. a forfeiture order under the Criminal Proceeds (Recovery) Act 2009, or
 - iv. a property order made under the Protection of Personal and Property Rights Act 1988, or whose property is managed by a trustee corporation under section 32 of that Act.
- g) a person who is subject to an order that is substantially similar to an order referred to in paragraph (f) above under a law of a country, State, or territory outside New Zealand that is a country, State, or territory prescribed by the regulations (if any) of the Act.
- h) 9.5.2 Prior to the appointment as an Officer, a person must: Consent in writing to be an Officer; and
- i) certify in writing that they are not disqualified from being elected or appointed as an Officer either by the Rules or the Act.

9.6. Removal

- 9.6.1. Any Board Member shall be disqualified from office and the office vacated if such person:
- a) resigns by notice in writing to the Chief Executive Officer.
 - b) ceases to be eligible pursuant to clause 9.5.
 - c) is removed from office by resolution of the Board under Clause 9.6.2.
- 9.6.2. A Board member may be removed from office by a Special Resolution of the Board provided that the Board member whose removal is proposed shall be notified of the reasons for the proposed removal and be given a reasonable opportunity of being heard by the Board before the resolution is put to the meeting.
- 9.6.3. The person so removed may (at the Board's discretion) have their membership cancelled forthwith and become ineligible to become a member of the Association in the future.

9.7. Removal of Whole Board from Office

- 9.7.1. At a Special General Meeting called pursuant to Clause 14.4 and specifies that the purpose of the meeting is to consider a motion to remove the Board member, the following shall apply:
- a) the Board member would be removed from office as from the date of the General Meeting of the Association if a resolution to this effect was passed by a Special Resolution.
 - b) if such a resolution is passed then the provisions as set out in Clause 9.8.1 shall apply until such time as a new Board member is elected to office.

9.8. Board Membership Lapses

- 9.8.1. If, through resignation, death or other circumstance, Board membership comprises five (5) or fewer members, the Chief Executive Officer shall immediately notify all Board members:
- a) that an extraordinary election shall be held to fill the vacancies; and
 - b) that until the Board has a membership greater than five (5), the remaining Board members shall govern the Association within the policies in place at the time that the Board membership lapsed.

9.9. Indemnity for Board and Insurance

- 9.9.1. No member of the Board shall be liable for the acts or defaults of any other member of the Board or any loss occasioned thereby, unless occasioned by their wilful default or by their wilful acquiescence.
- 9.9.2. The Board and each of its members shall be indemnified by the Association for all liabilities and costs incurred by them in the proper performance of the functions and duties, other than as a result of their wilful default.
- 9.9.3. The Association shall effect insurance for all members of the Board in respect of:
- a) liability, not being criminal liability, for any act or omission in their capacity as a member of the Board;
 - b) costs incurred by that member of the Board in defending or settling any claim or proceeding relating to any such liability; and

- c) costs incurred by that member of the Board in defending any criminal proceedings in which they are acquitted.

9.10. **Conflicts of Interest**

- 9.10.1. A Board member, who is an interested member (as defined by section 62 of the Act) in respect of any matter being considered by the Association, must disclose details of the nature and extent of the interest (including any monetary value of the interest if it can be quantified):
 - a) to the Board; and
 - b) in an interest register kept by the Board.
- 9.10.2. Disclosure must be made as soon as practicable after the Board member becomes aware that they are interested in the matter.
- 9.10.3. The Board member who is an interested member regarding a matter:
 - a) must not vote or take part in the decision of the Board relating to the matter unless all Board members who are not interested in the matter consent; and
 - b) must not sign any documents relating to an entry into a transaction or the initiation of the matter unless all Board members who are not interested in the matter consent; but
 - c) may take part in any discussion of the Board relating to the matter and be present at the time of the decision made by the Board (unless the Board decides otherwise).
- 9.10.4. However, a Board member who is prevented from voting on a matter may still be counted for the purpose of determining whether there is a quorum at any meeting at which the matter is considered.
- 9.10.5. Where 50% or more of the Board members are prevented from voting on a matter because they are interested in that matter, a Special General Meeting must be called to consider and determine the matter, unless all non-interested Board members agree otherwise.
- 9.10.6. The Board shall at all times maintain an up to date register of the interests disclosed by Board members.

10. **BOARD MEETINGS**

10.1. **Frequency**

- 10.1.1. There shall be at least seven (7) ordinary Board Meetings per annum at times and places to be fixed by the Board.
- 10.1.2. A special meeting of the Board may be convened at any time by the Chairperson or shall be convened on the written request of a majority of Board members. Such meeting shall be held within ten (10) working days of receipt of such requisition.

10.2. **Notice of meeting**

- 10.2.1. Notice of all Board meetings shall be given to all Board members not less than five (5) working days prior to the meeting specifying the date, time and place of meetings and the nature of the business to be dealt with unless the Chairperson at their discretion determines that the nature of the business is of such urgency that a shorter period of notice is to be given to members.
- 10.2.2. Accidental omission to give notice of a meeting to any Board member shall not invalidate

the proceedings of that meeting.

10.3. Quorum

- 10.3.1. A majority of voting Board members shall constitute a quorum at Board meetings.
- 10.3.2. If within half an hour from the time appointed for any Board meeting a quorum is not present, the meeting if convened upon a requisition shall be dissolved. In any other case the meeting shall stand adjourned to the same day in the next week at the same time and place. If within half an hour from the time so appointed for such adjourned meeting a quorum is not present any four (4) members entitled to vote who are present in person shall be a quorum and may transact the business for which the meeting was called. If four (4) members entitled to vote are not present the meeting shall be dissolved.

10.4. Voting

- 10.4.1. Each Community Board Member, Appointed Member and Staff Board Member shall have one vote.
- 10.4.2. Where an equality of votes occurs at a meeting of the Board the status quo shall be retained.
- 10.4.3. Board members unable to attend may cast their vote by proxy through the Chairperson.
- 10.4.4. Unless otherwise specified, decisions shall be made by majority vote of those Board members present and voting (including proxy votes, and those present remotely).

10.5. Meeting Fees

Board members may be paid meeting fees as detailed in the Board Manual.

10.6. Procedures

- 10.6.1. Board meetings may take place in person or remotely in accordance with clause 10.6.2.
- 10.6.2. A remote Board meeting can be by such means as the Board may determine, and as set out in the Board Manual provided that:
 - a) Each of the Board members taking part in such a meeting must be able to hear each of the other Board members taking part throughout the meeting;
 - b) At the commencement of the meeting each Board member must acknowledge their presence for the purpose of a meeting of the Board to the other members taking part; and
 - c) A Board member may not leave the meeting by disconnecting unless they have previously obtained the consent of the meeting.
 - d) A Board member shall be conclusively presumed to have been present and to have formed part of the quorum at all times at such meeting unless they have previously obtained the consent of the meeting to leave the meeting. Neither the meeting nor any business conducted at the meeting shall be invalidated if a member does leave a meeting conducted in this matter without the consent of the meeting.
- 10.6.3. Other than as prescribed by statute or these Rules, the Board may regulate its proceedings as it thinks fit.

10.7. Resolution in lieu of meeting

A resolution in writing signed or assented to by letter or electronic means (including email) by a Special Resolution of the Board shall be as valid and effectual as if it had been passed at a meeting of the Board. Any such resolution may consist of several documents in like form each signed or assented to

by one or more members.

11. EXECUTIVE OF THE BOARD

11.1. Composition

The Executive of the Board shall consist of the Chairperson, Deputy Chairperson of the Board and the Chair of the Finance Committee.

11.2. Election

The Chairperson, Deputy Chairperson of the Board and the Chair of the Finance Committee shall be elected from the Community Board Members and Appointed Board Members at its first monthly meeting after the Annual General Meeting of the Association.

11.3. Vacancies

In the case of a vacancy on the Executive, the Board may elect another Board Member to fill the vacancy.

11.4. Executive Meetings

11.5. The Executive shall meet at times and places to be fixed by the Executive.

11.6. Clauses 10.2 to 10.7 (inclusive) shall apply to Executive meetings as if they were Board meetings.

12. ADMINISTRATION AND AUTHORITIES OF THE BOARD

12.1. The Board shall pursue the objects and protect the interests of the Association, and in doing so, shall comply with the Association's code of conduct and ethical guidelines, without affecting the scope of its authorities. The Board shall:

12.1.1. Enter into contracts on behalf of the Association and expend its funds in carrying out the objects of the Association except as provided for in Clause 12.2 of these Rules.

12.1.2. Open and operate in the name of Association such bank accounts as deemed necessary.

12.1.3. Appoint such sub-committees, as it considers necessary for the efficient administration of the Association's affairs.

12.1.4. Take or defend legal proceedings when necessary including the recovery of any debts.

12.1.5. Establish and disband Local Committees in accordance with clause 13.

12.1.6. Delegate any of the powers of the Board to the Executive or any Sub-Committee of the Board. Any matter dealt with by the Executive or any sub-committee by delegation of the Board shall be reported to and ratified by the Board.

12.1.7. Appoint a Chief Executive Officer of the Association. Delegate all operational matters for the facilitation of objectives of the Association to the Chief Executive Officer and/or such other staff as shall be considered necessary.

12.1.8. Decide all matters arising in relation to the administration of the Association that are not specifically delegated to Local Committees and/or the Chief Executive Officer and exercise all the powers of the Association, which are not by these Rules made specifically exercisable by the Association in a general meeting.

12.2. Major transactions

12.2.1. The Board must not enter into a major transaction unless the transaction is:

- a) Approved by special resolution of an Annual General Meeting or Special General Meeting; or

- b) Contingent on approval by special resolution of an Annual General Meeting or Special General Meeting.

12.2.2. "Major transaction", in relation to the Association, means:

- a) The acquisition of, or an agreement to acquire whether contingent or not, assets equivalent in value to the value of the assets or the greater part of the assets of the Association before the acquisition; or
- b) The disposition of, or an agreement to dispose of, whether contingent or not the whole or the greater part of the assets of the Association; or
- c) A transaction which has or is likely to have the effect of the Association acquiring rights or interests or incurring obligations or liabilities equivalent in value to the value of the assets or the greater part of the assets of the Association before the transaction.

13. **LOCAL COMMITTEES**

13.1. A Local Committee is the Local Committee of members attached to individual services established by resolution of the Board. Local Committees shall be deemed for all purposes sub-committees of the Board.

13.2. A Local Committee is not a separate legal entity and shall not enter into any contract or make any financial commitment except to the extent and within the limits from time to time authorised by the Board.

13.3. The Board shall from time to time make rules to regulate:

- 13.3.1. The administration of kindergartens or other Association services by Local Committees;
- 13.3.2. Meeting procedures to be observed by Local Committees; and
- 13.3.3. No such rules shall be inconsistent with these Rules, and shall be set out in the Board Manual and also embodied in a Local Committee manual to be made available to members.

13.4. The Board may at any time:

- 13.4.1. Inspect the books and records of any Local Committee and generally do any act in respect of such Committee, which a principal may do in respect of an agent;
- 13.4.2. Carry out or appoint an appropriate person to carry out all the functions and duties of a Local Committee in respect of any kindergarten or other Association service in which no properly constituted committee exists;
- 13.4.3. Take appropriate action to address any breach of Rules, bylaws or any misconduct on the part of Local Committees; and
- 13.4.4. Remove from office as a body or individually the officers and members of any Local Committee which may refuse to comply with the instructions of the Board or in its opinion is acting in any way adverse to the interests of the Association. The procedures in clause 9.6.2 shall apply to any such removal, and the Board may appoint members to fill any vacancy created.

13.5. Unless otherwise stated in these Rules, the Local Committee shall adopt the meeting procedures set out in these Rules as applicable to the Board.

14. **GENERAL MEETINGS OF THE ASSOCIATION:**

14.1. A General Meeting of the Association shall comprise Ordinary and Life Members of the Association and shall be either an Annual General Meeting or a Special General Meeting. Employees of the

Association may attend any general meeting as an observer.

- 14.2. At General Meetings of the Association no business shall be dealt with unless such business shall have been specified in the agenda.

14.3. Annual General Meeting

- 14.3.1. The Annual General Meeting ("AGM") of the Association shall be held within t three (3) months of the end of the Association Financial Year at such time and place as fixed by the Board.
- 14.3.2. Notice of the AGM shall be given to all members not less than twenty five (25) working days prior to AGM specifying the date, time and place of the meeting (including whether it will be held remotely). Accidental omission to give notice of AGM to any member shall not invalidate the proceedings of that AGM.
- 14.3.3. The following business shall be dealt with at the AGM:
- a) presentation of the annual reports of the Association;
 - b) the consideration and adoption of the annual accounts of the Association including a statement of income and expenditure and a balance sheet together with the report of the auditor;
 - c) elections for Community Board Members;
 - d) the presentation of the Board's budget for the next financial period; and
 - e) the consideration of motions of which notice has been given ("remits").
- 14.3.4. Any member may bring remits before the AGM. Notice of the intention to move the remit at an AGM shall be given to the Chief Executive Officer not less than fifteen (15) working days before the date of the meeting.
- 14.3.5. An agenda containing the business to be discussed at an AGM (as set out in clause 14.3.3) shall be given to all members not less than ten (10) working days prior to the meeting.

14.4. Special General Meetings

- 14.4.1. A Special General Meeting ("SGM") shall be convened by the Board pursuant to a Board resolution to do so, or upon receiving a request to do so from not less than twenty (20) members. The request shall state the purpose for which the SGM is requested. The meeting shall be held within twenty five (25) working days of the receipt of any such requisition or resolution.
- 14.4.2. Notice of the SGM shall be given to all members not less than fifteen (15) working days prior to SGM specifying the date, time and place of meetings (including whether it will be held remotely) and the nature of the business to be dealt with, unless the Board at its discretion determines that the nature of the business is of such urgency that a shorter period of notice is to be given to members. Accidental omission to give notice of a SGM to any member shall not invalidate the proceedings of that SGM.

14.5. Quorum

- 14.5.1. The quorum at a General Meeting shall be ten (10) Members.
- 14.5.2. If within half an hour from the time appointed for any General meeting a quorum is not present; the meeting if convened upon a requisition shall be dissolved. In any other case the meeting shall stand adjourned to the same day in the next week at the same time and place. If within half an hour from the time so appointed for such adjourned meeting a

quorum is not present any six (6) members entitled to vote who are present in person shall be a quorum and may transact the business for which the meeting was called. If six (6) members are not present the meeting shall be dissolved.

14.6. Voting

14.6.1. Unless Remote Voting is permitted in accordance with clause 14.7, voting at General Meetings shall be by show of hands except:

- a) For the case of expulsion of a member when the voting shall be by ballot and;
- b) In other cases voting shall be by ballot if demanded by four members present and entitled to vote.

14.6.2. Where a ballot is held at any meeting the results shall be declared by the Chairperson at the meeting including the number of votes cast for and against the resolution.

14.6.3. Each Member and each Board Member shall have one vote.

14.6.4. Unless otherwise specified, decisions shall be made by majority vote of those members present and voting (including those voting remotely, where permitted). Where an equality of votes occurs the Chairperson shall not have a casting vote, and the status quo shall be maintained.

14.7. Remote Voting

14.7.1. Remote Voting (being voting done other than in person at a meeting) shall be permitted:

- a) for the election of Community Board Members; and
- b) at the discretion of the Board, for any other vote.

14.7.2. Other than as prescribed by these Rules, the procedure for Remote Voting will be as set out in Board Manual.

14.8. Chairperson

The Chairperson, or in their absence the Deputy Chairperson, or if both are absent, a member appointed by the meeting shall preside at all General Meetings.

14.9. Procedures

14.9.1. General Meetings may take place in person or remotely in accordance with clause 14.9.2. The form of meeting (including whether it may take remotely) shall be determined by the Board and included in the notice of meeting given to members.

14.9.2. A remote General Meeting can be held at multiple venues by such means as the Board may determine and as set out in the Board Manual provided that:

- a) each of the members taking part in such a meeting must be able to hear and see each of the other members taking part throughout the meeting (provided that it shall be sufficient that at any one time, only the member speaking may be visible to members at other venues);
- b) at least one Board member must be physically present at each venue where the meeting is being held, and that Board member shall be nominated as the Venue Official;
- c) prior to the commencement of the meeting each member must provide their name to the Venue Official, who shall read out the list of members present at that venue at the commencement of the meeting so that the list is heard by all members;

- d) a member may not leave the meeting unless they have previously obtained the consent of the Venue Official (who shall notify the Chairperson of the departure);
- e) a member shall be conclusively presumed to have been present and to have formed part of the quorum at all times at such meeting unless they have previously obtained the consent of the Venue Official. Neither the meeting nor any business conducted at the meeting shall be invalidated if a member does leave a meeting conducted in this matter without the consent of the meeting; and
- f) the Association must keep minutes of all Annual General and Special General Meetings.

14.9.3. Other than as prescribed by statute or these Rules, the Board may regulate its proceedings as it thinks fit.

15. **ELECTION OF COMMUNITY BOARD MEMBERS**

- 15.1. The notice of the AGM issued in accordance with clauses 14.3.2 and 19.1 shall include notification of the number of Community Board Member positions to be filled and shall call for nominations.
- 15.2. Written nominations, accompanied by the written consent of the nominee, shall be received by the Chief Executive Officer not less than fifteen (15) working days before the date of the AGM.
- 15.3. Not less than ten (10) working days before the date of the AGM the Chief Executive Officer shall post to all members a voting paper listing all eligible nominees and such information (not exceeding one side of an A5 sheet of paper) as may be supplied to the Chief Executive Officer by or on behalf of each nominee in support of the nomination.
- 15.4. Voting papers may be returned in accordance with the Remote Voting procedures (to be specified on the voting paper) or handed to the scrutineers when votes are called for at the AGM.
- 15.5. The Chief Executive Officer and some other member (not being a nominee) designated by the chairperson of the AGM shall act as scrutineers for the counting of votes and destruction of any voting papers.
- 15.6. The scrutineers will tally the votes for all nominees, and the highest polling nominees shall be elected to the number of vacant positions.
- 15.7. If the number of valid nominations received for Community Board Member positions is three (3), being the minimum required number of Community Board Members, those nominees shall be deemed elected and an election shall not be required.

16. **FINANCIAL MANAGEMENT**

- 16.1. The Board shall cause true accounts to be kept of:
 - 16.1.1. All sums of money received and expended by the Association and the matters in respect of which such receipts and expenditure takes place.
 - 16.1.2. All the current and fixed assets and liabilities of the Association including all mortgages, charges and securities of any description affecting any of the property of the Association.
- 16.2. The Board on behalf of the Association shall cause to have made the returns required by the Incorporated Societies Act 1908 and the [Charities Act 2005](#) or other statutory provisions for the time being in force dealing with incorporated societies and charities.
- 16.3. All monies and funds of the Association shall be kept in the name of the Association or as directed by the Board.
- 16.4. The Board shall develop and implement a financial risk management policy to identify, assess, and

manage financial risks relevant to the Association. All financial decisions and operations shall be carried out in compliance with this policy.

16.5. An auditor, being a current member of the Institute of Chartered Accountants of New Zealand shall at least once each financial year examine the accounts of the Association.

16.6. The Association's financial year shall commence on 1 July of each year and end on 30 June (the later date being the Association's Balance Date).

17. **COMMON SEAL**

The Association shall adopt a common seal, which shall be in the custody of the Chief Executive Officer. The seal shall be affixed to documents as required and recorded in a seal register that shall be kept by the Chief Executive Officer. The Common Seal shall be affixed in the presence of the Chief Executive Officer and one member of the Board (or in the presence of two members of the Board) and this action reported to the Board at its next meeting.

18. **ALTERATION TO RULES**

18.1. The Rules may be altered added to or revised at a SGM by Special Resolution.

18.2. Notice of any proposed alteration, addition or revision of any rules shall be given in writing to the Board not less than twenty five (25) working days before the date of the SGM at which the proposed alteration, addition or rescission is to be moved.

18.3. The Board shall give notice to all members of the proposed alteration, addition or revision not less than fifteen (15) working days before the SGM at which it is proposed to be moved.

18.4. No alteration, addition or revision of any rule shall detract from the charitable nature of the objects of the Association nor permit funds to be expended otherwise than in pursuance of those objects.

19. **NOTICES**

19.1. Notices to be given to all members shall be deemed to have been given when displayed through notices in kindergartens and in the local newspapers or given by Electronic Means.

19.2. Notices to be given to specific members (including notice of Board meetings to Board members) shall be deemed to have been given when posted to the members last known postal address or sent by email to the last known email address provided by the member.

19.3. Notices to be given to the Board shall be deemed to have been given when posted to the Registered Office of the Association or sent by email to the email address of the Chief Executive Officer displayed on the Associations website or the last known email address of the Chairperson.

20. **DISPUTE RESOLUTION AND COMPLAINTS**

20.1. This clause applies to any dispute or complaint arising between members, or between a member and the association, concerning the member's rights or obligations under these rules, or any matter affecting the association.

20.2. Any member may lodge a complaint or raise a dispute by submitting it in writing to the Board, setting out the nature of the complaint, the individuals involved (if applicable), and the outcome sought.

20.3. Upon receiving a complaint or dispute, the Board must:

20.3.1 acknowledge receipt within a reasonable timeframe;

20.3.2 provide a copy of the complaint to any member or officer who is the subject of the complaint or directly affected by it; and

20.3.3 allow those parties a reasonable opportunity to respond in writing.

- 20.4. The Board (or a subcommittee or person delegated by the Board who is impartial and not involved in the dispute) must consider all information provided by the parties and may request further clarification or documentation as needed.
- 20.5. Before a decision is made, all parties to the dispute must be given a reasonable opportunity to be heard, either in writing or in person, in accordance with the principles of natural justice.
- 20.6. The Board or its delegate shall issue a written decision setting out:
 - 20.6.1 a summary of the dispute;
 - 20.6.2 the decision made and the reasons for it; and
 - 20.6.3 any actions or outcomes resulting from the decision.
- 20.7. The association may refer to and apply its Complaints and Concerns Policy, as amended from time to time, to support the process and ensure consistency in managing disputes and complaints.
- 20.8. Subject to any right of appeal expressly provided for in these rules, the decision of the Board or its delegate under this clause is final
- 21. **AMALGAMATION**
- 21.1 Two or more incorporated societies may amalgamate as one society.
- 21.2 The amalgamated society may continue as:
 - 21.2.1 one of the amalgamating societies; or
 - 21.2.2 a new society or association.
- 22. **INFORMATION RELATING TO PROPOSAL FOR MEMBERS, CREDITORS, AND PUBLIC**
- 22.1. The Board and/or committee of each amalgamating society must, not less than 20 working days before the amalgamation is proposed to take effect:
 - 22.1.1. send to each member of that society a copy of the amalgamation proposal and all other information prescribed by the regulations (if any);
 - 22.1.2. send to every secured creditor of the society a copy of the amalgamation proposal and all other information prescribed by the regulations (if any); and
 - 22.1.3. give public notice of the proposed amalgamation in the manner prescribed by the Regulations.
- 23. **APPROVAL OF AMALGAMATION PROPOSAL**
- 23.1. The Board and/or committee of each amalgamating society must resolve that:
 - 23.1.1. in its opinion, the amalgamation is in the best interests of the amalgamating societies; and
 - 23.1.2. the Board and/or committee are satisfied, on reasonable grounds, that the amalgamated society will, on amalgamation, satisfy the solvency test under section 195 of the Act.
- 23.2. The amalgamation proposal must be approved by each amalgamating society:
 - 23.2.1. by a resolution that is approved by a simple majority of all Members present and voting; and
 - 23.2.2. in accordance with their respective constitutions or rules.

24. OFFICERS MUST SIGN CERTIFICATE

24.1. Every Officer of an **amalgamating society** who votes in favour of a resolution for the approval of the Amalgamation Proposal under section 194(1) of the Act **must** sign a certificate stating:

24.1.1. that, in the Officer's opinion, that the amalgamation is in the best interests of the amalgamating societies and it satisfies the solvency test for amalgamation.

25. REGISTRATION OF AMALGAMATION

25.1. The following must be sent to the Registrar for an amalgamation of two (2) or more societies:

25.1.1. the approved amalgamation proposal; and

25.1.2. all certificates required under section 196 of the Act; and

25.1.3. all other information prescribed by the regulations (if any); and

25.1.4. the fee prescribed by the Regulations.

26. CERTIFICATE OF AMALGAMATION AND CHANGES TO REGISTER

26.1. On and from the date shown in a certificate of amalgamation issued by the Registrar:

26.1.1. the amalgamation is effective;

26.1.2. if it is the same as a name of one of the amalgamating societies, the amalgamated society has the name specified in the amalgamation proposal;

26.1.3. the amalgamated society succeeds to all the property, rights, powers, and privileges of each of the amalgamating societies;

26.1.4. the amalgamated society succeeds to all the liabilities and obligations of each of the amalgamating societies;

26.1.5. proceedings pending by, or against, an amalgamating society may be continued by, or against, the amalgamated society; and

26.1.6. a conviction, ruling, order, or judgment in favour of, or against, an amalgamating society may be enforced by, or against, the amalgamated society.

27. LIQUIDATION AND REMOVAL FROM THE REGISTER

27.1. Resolving to put Association into liquidation

27.1.1. The Association may be liquidated in accordance with the provisions of Part 5 of the Act.

27.1.2. The Board shall give twenty (20) Working Days' written Notice to all Members of the proposed resolution to put the Association into liquidation.

27.1.3. The Board shall also give written Notice to all Members of the General Meeting at which any such proposed resolution is to be considered. The Notice shall include all information as required by section 228(4) of the Act.

27.1.4. Any resolution to put the Association into liquidation must be passed by a two-thirds majority of all Members present and voting.

27.2. Resolving to apply for removal from the register

27.2.1. The Association may be removed from the Register of Incorporated Societies in accordance with the provisions of Part 5 of the Act. The Board shall give twenty (20) Working Days written Notice to all Members of the proposed resolution to remove the Association from the Register of Incorporated Societies. The Board shall also give written notice to all

Members of the General Meeting at which any such proposed resolution is to be considered. The Notice shall include all information as required by section 228(4) of the Act. Any resolution to remove the Association from the Register of Incorporated Societies must be passed by a two-thirds majority of all Members present and voting.

27.3. **Surplus assets**

If the Association is liquidated, or removed from the Register of Incorporated Societies, no distribution shall be made to any Member, and the assets and the property of the Association after paying off all liabilities shall be given to such other charity or charities (registered under the Charities Act 2005 or such other legislation as shall be in force from time to time) of a similar nature to the Association as the Board shall decide, however that any asset or property which has been purchased in whole or in part with Government funds shall not be disposed of without the consent of the Minister of Education, and subject to such conditions as the Minister thinks fit.

28. **DEFINITIONS**

The words and phrases used in these Rules shall mean as follows:

- 28.1. **“Act”** means the Incorporated Societies Act 2022 or any Act which replaces it (including amendments to it from time to time), and any regulations made under the Act or under any Act which replaces it.
- 28.2. **“Amalgamation proposal”** means an amalgamation proposal document that:
- 28.2.1. sets out the terms of the amalgamation; and
 - 28.2.2. sets out the proposed constitution of the amalgamated society; and
 - 28.2.3. sets out all other information prescribed by the regulations (if any).
- 28.3. **“Annual General Meeting”** or **“AGM”** means a meeting of the Members of the Association held once per year which, among other things, will receive and consider reports on the Association’s activities and finances.
- 28.4. **“Assets”** includes property of any kind, whether tangible or intangible.
- 28.5. **“Board Manual”** means the Manual containing policies, rules and regulations set by the Board by resolution from time to time.
- 28.6. **“Electronic Means”** means by email, displayed on the Association website, or such other electronic means as determined by the Board and as set out in the Board Manual.
- 28.7. **“General Meeting”** means either an Annual General Meeting or a Special General Meeting of the Members of the Association.
- 28.8. **“Interested Member”** means a member who is interested in a matter for any of the reasons set out in Section 62 of the Incorporated Societies Act 2022 (“the Act”)
- 28.9. **“Interests Register”** means the register of interests of Board Members kept under these Rules and as required by Section 73 of the Act.
- 28.10. **“Member”** means a person who has consented to become a member of the Association and has been properly admitted to the Association who has not ceased to be a member of the Association
- 28.11. **“Notice to Members”** includes any notice given by email, post, or courier
- 28.12. **“Officer”** means a natural person who is:
- 28.12.1. a member of the Board, and/or
 - 28.12.2. occupying a position in the Association that allows them to exercise significant influence

over the management or administration of the Association, including any Chief Executive Officer or Treasurer.

- 28.13. **“Register of Members”** means the register of Members kept under this Rule as required by section 79 of the Act.
- 28.14. **“Regulations”** means the Incorporated Societies Regulations 2023 or any other regulations made under the Act.
- 28.15. **“Registrar”** means the Registrar appointed under section 240 of the Act.
- 28.16. **“Rules”** means the constitution of the Association in this document.
- 28.17. **“Solvency test for amalgamations”** means the solvency test under section 194 of the Act, which testifies that:
 - 28.17.1. the Association is able to pay its debts as they become due in the normal course of its operations; and
 - 28.17.2. the value of the Association’s assets is greater than the value of its liabilities, including contingent liabilities.
 - 28.17.3. Section 4(3) and (4) of the Companies Act 1993 applies with all necessary modifications as if references to a company were references to the Association and references to directors were references to officers.
- 28.18. **“Special Resolution”** means a resolution passed by 75% of votes cast.
- 28.19. **“Working Day”** means any day of the week other than:
 - 28.19.1. Saturday, Sunday and any statutory holiday (including
 - 28.19.2. Regional Anniversary Days); and
 - 28.19.3. A day in the period commencing on 24th December in any year and ending on the 5th of January in the following year.



ANNEXURE A COMPLAINTS AND CONCERNS POLICY

Version 1 | Mahi Tuatahi

Effective Date | **Whakamana tahito**: December 2022 | **Hakikea 2022**

Next Review | **ā houanga arotake**: December 2025 | **Hakikea 2025**

Policy Owner | **Rangatira Kaupapa Māhere**: Chief Executive Officer

Key Accountabilities | **Ngā Takonga Tuatahi**: Chief People Officer

Introduction | Tīmatanga Kōrero

The purpose of this policy is to:

- Provide an open, consistent, and fair policy and process to ensure that concerns and complaints are resolved while maintaining the dignity of those involved.

Applies To | Ko Wai Whakahāngaitia

This policy applies to all employees, volunteers, contractors, and Board Members of He Whānau Manaaki o Tararua Free Kindergarten Association (Whānau Manaaki).

General Principles | Mātāpono Whānui

1. In the first instance, a concern or complaint should aim to be resolved directly between the parties, where it is practicable to do so, while bearing in mind that there may be a misunderstanding, miscommunication, a mistake, or an error of judgement.
2. Support raising concerns in a proactive way, may be given by the employee's Manager or Senior Teacher or where that is not appropriate by the Chief People Officer or Human Resources Advisor. Where a member of the Human Resources team is approached on a confidential basis for advice on how to best raise a concern with an individual, no notes will be recorded or placed on an employee's file.
3. While raising a concern with an employee, volunteer, or contractor, there should be an opportunity given to put it right or apologise as well as to resolve the matter with a positive solution.
4. If a concern is not resolved after discussing the concern with the individual, or where it is not practical to do so, a complaint may be raised.
5. Complaints may be in writing or verbal. The complaint must be recorded and may be clarified where needed with the complainant before any Preliminary Investigation is instigated.
6. Where a complaint is raised, Whānau Manaaki will investigate it in accordance with the principles of natural justice and in a manner which is fair to the employee concerned, Whānau Manaaki, and all other employees and stakeholders.
7. Whānau Manaaki will not investigate anonymous complaints as natural justice requires that the person complained of knows the identity of the complainant.
8. In addressing a complaint, Whānau Manaaki will make all reasonable efforts to:
 - a. ensure consistency and fairness in the manner that complaints are managed.
 - b. where appropriate provide the opportunity for low level resolution of complaints between relevant parties.



- c. minimise as much as possible the impact that a complaint may have on an employee, a kindergarten and on the wider operations of Whānau Manaaki.
- 9. An investigation will commence only when Whānau Manaaki determines there is a case to be answered. The complainant must be advised of the procedure to be followed and kept informed.
- 10. A complaint constitutes an allegation only, until it is fully investigated.
- 11. All complaints will be addressed as per the *Disciplinary and Misconduct Policy* and the *Investigations Process*.
- 12. Where complaints are found to be unsubstantiated all papers relating to the allegation will be destroyed.
- 13. The complainant will not be advised of any disciplinary or corrective action taken by Whānau Manaaki, as this is a matter between Whānau Manaaki and the employee, volunteer, or contractor member.
- 14. The *Disciplinary and Misconduct Policy* and *Investigations Process* will be used in conjunction with this *Complaints and Concerns Policy* where it is determined by the Chief People Officer or Chief Executive Officer that there is a case to be answered to.

Complaints concerning Teachers and Head Office employees and contractors

- 15. Complaints concerning Teachers and Head Office employees and contractors should be confined to duties carried out and may not include differences in philosophies, lifestyles, or personalities.
- 16. Where appropriate complaints should be dealt with initially by approaching the person concerned to discuss the issue. If satisfaction for the complainant is not forthcoming, then the process outlined in the *Disciplinary and Misconduct Policy* and *Investigations Process* should be followed.
- 17. In instances where the complainant approaching the individual against whom a complaint is made is not appropriate, for example where an allegation of serious misconduct is made against a Head Office employee or contractor, the complaint should immediately be made to the Chief Executive Officer where a Head Office employee or contractor is involved.
- 18. Complaints concerning teachers and Head Office employees and contractors should be addressed to the Chief Executive Officer.
- 19. Upon receipt of a complaint made against a Teacher the complaint will be immediately notified to the Chief Executive Officer either by the complainant or by the employee who is in receipt of the complaint. The Chief Executive Officer may delegate the initial stage of investigating the complaint to a Senior Teacher or the Chief People Officer to help clarify the complaint and/or to record it in writing, and if appropriate to try to resolve the complaint with the complainant.
- 20. If, following the receipt of a complaint, the Chief Executive Officer decides there is no further action to be taken, the complainant and employee, volunteer or contractor will be notified of that and the reasons for it as soon as practicable and the matter closed.
- 21. The Chief Executive Officer may choose not to advise the employee, volunteer or contractor against whom the complaint was made if they were unaware of the complaint and if the Chief Executive Officer considers it unnecessary to advise them of the complaint.

Complaints concerning the Chief Executive Officer or a Board Member

- 22. Complaints concerning the Chief Executive Officer, or a Board Member should be addressed to the Board Chair except where the complaint concerns the Chair in which case it shall be addressed to the Deputy Chair.

23. In the case of a complaint against at Governing Board Member, the Chair and/or Deputy Chair will, if they consider the complaint to be well founded, and follow the relevant procedures set out herein with the relevant provisions of the Constitution.
24. Where the complaint concerns in whole or in part the Chief Executive Officer or a Board Member, the Board Chair will convene a meeting of 3 members of the Governing Board including the Chairperson or their delegate to make up an investigation committee to investigate and decide upon the complaint, on behalf of the Board (the '*Complaint Investigation Committee*').
25. The Complaint Investigation Committee must consult with an appropriate Employment Lawyer.
26. If following this meeting, the Complaint Investigation Committee decides that there is no further action to be taken, the complainant and employee will be notified of that and the reasons for it as soon as practicable and the matter closed.
27. The Complaints Investigation Committee may choose not to advise the person against whom the complaint was made if the person was unaware of the complaint and if the Complaints Investigation Committee decides that it is unnecessary to advise them of the complaint.
28. If on the other hand the Complaint Investigations Committee decides that further action is required, the *Disciplinary and Misconduct Policy* and *Investigations Process* will be used in conjunction with this *Formal Complaints Policy*.
29. Notwithstanding the provisions herein, the Board Chair and/or Deputy Chair is entitled to initiate an investigation into any matter by a written letter to the Board advising them that they have done so.
30. Should the Board Chair write such an initiating letter, then the matters they wish to have investigated will be treated as a complaint in accordance with this policy and investigated according.
31. Complaints concerning the Chief Executive Officer or a member of the Governing Board, shall also follow the process outlined in the *Disciplinary and Misconduct Policy* and *Investigations Process*.

Complaints concerning licensing or children

32. If the concern is about non-compliance with kindergarten licence conditions, the complainant may contact the local office of the Ministry of Education in addition to the Chief Executive Officer.
33. Where a complaint is made which involves a child (either due to the complaint being made about the child's behavior or because the complaint concerns the treatment of the wellbeing of a child), it will be a matter for the Chief Executive Officer on each occasion to decide who to advise about the complaint beyond the complainant and the person against whom the complaint is made. In some instances, it will be appropriate to advise the parents or guardians of the child.
34. Each situation will be considered by the Chief Executive Officer always acting reasonably and acting in the best interests of the child concerned and of any other children.

Raising complaints and concerns with the Ministry of Education

35. In addition to the outlined principles, if parents or Whānau have concerns that conditions of the kindergarten licence are not being met, they may contact their local Ministry of Education office at the numbers below:

Whanganui	06 3496300
Upper Hutt/Lower Hutt	04 4638699
Horowhenua/Kapiti	06 3640804
Porirua	04 463 4800
South Otago	03 471 5200



Relevant Legislation and Regulations | [Whaitake Ture me Waeture](#)

1. Employment Relations Act 2000
2. Education (Early Childhood Services) Regulations 2008
3. Licensing Criteria for Early Childhood Centres & Care Services 2008
4. Licensing Criteria for Home-based Education & Care Services 2008
5. Kindergarten Teachers, Head Teachers, and Senior Teacher Collective Agreement
6. Office Based Support Staff Collective Agreement
7. Support Staff Collective Agreement
8. Individual Employment Agreements

Related Procedures or Processes and Documents | [Pākanga Tukanga me Pukapuka](#)

1. Investigations Process
2. Performance Management Policy
3. Development Action Plan
4. Performance Management Plan
5. Disciplinary and Misconduct Policy

Policy Review Cycle | [Kaupapa Arotake Hurihanga](#)

This policy is to be reviewed every three years. Whānau Manaaki may amend or cancel this policy or introduce a new policy, as it considers it necessary within the current cycle of the policy. Any amendments will be considered by the policy Working Group and will need to be approved by the Senior Leadership Team and the Board. The policy will continue on the same review cycle.

