



Commonwealth Council for Educational Administration and Management

Constitution of the Commonwealth Council for Educational Administration and Management

As amended June 2014

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Commonwealth Council for Educational Administration and Management Constitution

1 NAME OF THE COUNCIL

The full name of the Council will be the “Commonwealth Council for Educational Administration and Management”. Hereafter the name will be abbreviated to CCEAM.

2 STATUS

2.1 CCEAM is a non-governmental organisation established within the Commonwealth to serve professionals in educational administration, management and leadership.

2.2 The working language is English.

3 OBJECTS

The Objects of the CCEAM shall be to:

3.1 Facilitate and disseminate knowledge about research and practice in educational administration, management and leadership.

3.2 Encourage high standards in the study, practice and preparation of educational administrators, managers and leaders.

3.3 Foster just and equitable programs and participation in educational administration, management and leadership in all Commonwealth countries.

3.4 Foster close links and exchanges, and organise and support international and regional conferences to promote international understanding and collaboration on various aspects of educational administration, management and leadership.

3.5 Encourage in the Commonwealth and more widely the development of national associations for educational administration, management and leadership.

4 DEFINITIONS AND INTERPRETATIONS

4.1 Definitions

Act means the Corporations Act (Clth) 2001.

Affiliate means an Affiliate of CCEAM established by the Board.

Biennial General Meeting or **BGM** means the General Meeting of the Members of CCEAM held biennially to receive the reports and audited accounts of the CCEAM; ratify the appointment of auditors for the ensuing term; provide advice concerning policy proposals before the Board; give attention to decisions of the Board requiring ratification and bestow CCEAM Fellowships.

Board means all or some of the Board Members acting as the Board of CCEAM.

Board Committee means a committee of the Board to which powers have been delegated by the Board or Executive Committee.

Board Member is an individual member appointed by an Affiliate to represent the Affiliate on the CCEAM Board.

CCEAM means the Commonwealth Council for Educational Administration and Management: ABN 36 159 031 213

Constitution means the Constitution of CCEAM as amended from time to time according to the provisions in Section 4.3.

Executive Committee is the Committee described in Section 7.2 to implement Board policies and manage the affairs of the CCEAM between Board meetings.

Financial Member is a member who has paid their membership fees by the June 30 annually.

General Meeting means a general meeting of the Members of CCEAM and includes a Biennial General Meeting and a Special General meeting.

Immediate Past President is the President who previously was appointed to the last term.

Member means a person admitted to any of the classes of membership of CCEAM as set out in this Constitution.

Objects mean the objects of CCEAM.

Person and words importing **persons** include partnerships, associations, bodies corporate, unincorporated and incorporated by ordinance, act of Parliament or registration, as well as individuals.

President mean the member of the CCEAM Board who is elected by the Board according to the terms of the Constitution to perform the duties of this office as described in the Constitution and as authorized and empowered by the Executive and the Board in the best interests of CCEAM.

Registered Address means the principal place of contact of a Member as they have indicated on the membership application form and as recorded in the Register of Members.

Register of Members means the register of Members of CCEAM established pursuant to the governance procedures required by the place in which CCEAM is incorporated.

Registered Office means the registered office from time to time of CCEAM.

Rule means the rules of the Constitution as altered or added to from time to time.

Secretariat is the office that administers CCEAMs daily operations.

Small state means the Commonwealth countries identified as having particular physical and economic characteristics as identified by the Commonwealth from time to time.

Special Resolution is a resolution of which notice has been given to members and is passed by at least 75% of the votes cast by members entitled to vote on the resolution.

Vice-President means the member of the CCEAM Board who is elected by the Board according to the terms of the Constitution to perform the duties of this office as described in the Constitution and as authorized and empowered by the President, the Executive, and the Board in the best interests of CCEAM.

Writing and **written** includes printing, typing, lithography, email, computerised documents and other modes of reproducing words in a visible form.

Year, for the purposes of this Constitution means the financial year which finishes on June 30.

4.2 Interpretation

The following rules of interpretation apply unless the context requires otherwise:

- (a) Singular includes plural and conversely.
- (b) A gender includes all genders.
- (c) A reference to any legislation or any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it, and all regulations and statutory instruments issued under it.
- (d) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (e) A reference to a person holding or occupying a particular office or position includes a reference to any person who occupies or performs the duties of that office or position for the time being.
- (f) A reference to a paragraph or subparagraph is to all words included in that paragraph or subparagraph including any further embedded content.
- (g) Subject to a contrary intention in this Constitution, an expression in this Constitution has the same meaning as it has in a related provision of the Act.
- (h) Headings do not affect the interpretation of this Constitution.
- (i) If any doubt shall arise as to the correct interpretation of any clause or section of a clause of this Constitution, the decision of the CCEAM Board thereon shall be final and conclusive provided such decision be reduced to writing and recorded in the Minute Book of the Board.
- (j) Between Board meetings the Executive Committee will determine any interpretation of any clause or section of a clause of this Constitution and will report accordingly to the Board.

4.3 Alterations to Rules

Alterations or amendments to the Constitution may be made from time to time with the exception of clause 5.7 (Personal Benefit) and clause 11 (Winding Up). Such alterations and amendments shall

be adopted only at a General Meeting of the CCEAM after the giving of due notice as required by this Constitution subject to the following conditions:

- (a) Notice stating the general tenor of any proposed alterations or additions to this Constitution shall be given to affiliated organisations and individual members.
- (b) The meeting may amend any such proposals but not to the extent that any such change substantially changes the intent of the notice of motion distributed earlier.

5

MEMBERSHIP

5.1 Types of membership

Membership of the CCEAM will normally be through membership of a national professional association within the Commonwealth where that professional association is affiliated to the CCEAM. Memberships will comprise:

- (a) memberships within affiliated organisations
- (b) individual memberships
- (c) life memberships

5.2

Eligibility for Membership

(a)

Affiliated organisations in Commonwealth countries

- A national educational administration, management and leadership association or professional body may apply for affiliation to the CCEAM. That organisation will be admitted formally if its Constitution coheres with the Objects of the CCEAM and if its members are offered compulsory or optional CCEAM membership through the national association or professional body.
- An Affiliated organisation must have a minimum of twenty (20) members in a large state and ten (10) members in a small state.
- The Affiliated organisation must provide its registered Constitution and updates of this Constitution to the CCEAM secretariat regularly.

(b)

Individual membership

Individual membership of CCEAM is available to any person with an interest in the practice and/or study of educational administration, management and leadership who does not reside in a Commonwealth country or who resides in a Commonwealth country without an affiliated organization.

(c)

Life member

The Board of CCEAM may bestow a life membership on any member who is deemed to have provided a high level of service to the CCEAM or for other reason as may be agreed by the Board. The life member will have all rights and obligations as an individual member except that the life member will not be required to pay any further subscription.

5.3

Membership Benefits

Members of CCEAM receive access to the CCEAM networks, advice from its Executive Members, CCEAM reports and publications and invitations to conferences. The CCEAM may from time to time provide other benefits to members.

5.4

Membership Voting Rights

Each financial Member within an Affiliate, Individual Members and Life Members have one vote, both on a show of hands and on a poll. No person or organisation, other than a Member, shall be entitled to a vote at a General Meeting.

Appointment of proxy

- (1.a) A financial Member is entitled to appoint another financial Member as his/her proxy to attend and vote instead of the Member at any General Meeting at which the Member is entitled to vote.
- (1.b) A proxy must be a Member of CCEAM and can be the Chair of the General Meeting.

- (1.c) The form of appointment may specify whether the proxy is to vote for, against, or abstain on any motion. No Member is obliged to indicate any of these options, but if they do not then the vote is at the proxy's discretion.
- (1.d) The instrument appointing a proxy must be deposited at the Registered Office, faxed to the Registered Office or deposited, faxed or sent by electronic mail or sent via web address to any place specified in the notice of meeting, at least 72 hours before the time for holding the meeting or adjourned meeting or taking of the poll at which the person named in the instrument proposes to vote. In default, the instrument of proxy will not be treated as valid.

Validity of vote

A proxy vote will not be valid:

- (a) If the Member is not financial.
- (b) Due to the bankruptcy of a Member.
- (c) Due to the revocation of the instrument of proxy or the power of attorney or any instrument under which the instrument or the power was granted.
- (d) If CCEAM has not received the proxy at its Registered Office 72 hours prior to the General Meeting or adjourned meeting, as the case may be, at which the instrument of proxy or the power of attorney is exercised.

Form and execution of proxy

- (1.a) An instrument appointing a proxy is required to be in writing and must:
 - contain the Members name and address, CCEAMs name, the proxy's name, the meeting or meetings at which the appointment may be used; and
 - be signed by the Member making the appointment or the Members attorney duly authorised in writing or, if the Member is a corporation, by an officer or attorney duly authorised.
- (1.b) The instrument of proxy is deemed to include the right to demand or join in demanding a poll and (except to the extent to which the proxy is specifically directed to vote for, against or abstain on any proposal) the power to act generally at the meeting for the Member giving the proxy.
- (1.c) An instrument appointing a proxy, unless the contrary is stated, is valid for any adjournment of the meeting, as well as for the meeting to which it relates.
- (1.d) An instrument of proxy may be expressed to be a standing appointment.
- (1.e) A proxy received at an electronic address nominated in the notice of meeting will be taken as signed by any Member if:
 - a personal identification code allocated by CCEAM to the Member has been included with the appointment; or
 - the appointment is verified or authorised by the Member in another manner approved by the Board.

Board to issue forms of proxy

The Board may issue a form of proxy for use by Members with any notice of General Meeting of Members or any class meeting of Members. Each form is to make provision for the information set out in Clause 9 and may provide that, if the Member does not so write in a name, or if that person does not attend, then the proxy is to be the Chair of the General Meeting.

5.5

Obligations of individual members and affiliated organisations

- (a) Individual members will pay their subscriptions to CCEAM by the due date that shall be agreed to from time to time by the Executive Committee.
- (b) Individual members may resign at any time by notifying in writing to the CCEAM Secretariat or another designated person within the affiliated organisation in line with requirements of that organisation.
- (c) Affiliated organisations will collect their members CCEAM subscriptions for transmission to the CCEAM and pay these by the agreed date.
- (d) Membership may be cancelled by an affiliated organisation or the CCEAM Board where a member fails to pay the annual subscription within one hundred and twenty (120) days of the member becoming unfinancial. Members in arrears will not receive CCEAM services, participate in General Meetings or hold office at the discretion of the Board until as such times as subscriptions are paid.
- (e) Affiliated organisations will provide an annual report to the CCEAM Secretariat by such date as the Board may determine. This report shall include membership numbers, audited

financial statements and activities in support of the CCEAM. Affiliated organisations will also be required to provide such membership information as is necessary for the despatch of CCEAM materials.

5.6 Obligations of the CCEAM Board

- (a) The CCEAM Board may cancel a member's membership where that member has acted to bring the CCEAM into disrepute.
- (b) The CCEAM Board may cancel an Affiliate's membership if that Affiliate's Constitution fails to cohere with the Objects of CCEAM. Such cancellation of Affiliate status will be taken in a manner that does not disadvantage those current CCEAM members of that Affiliate.

5.7 Personal Benefits

- (a) No member of the CCEAM shall participate in or materially influence any decision made by the CCEAM in respect of the payment to or on behalf of the member of any income, benefit or advantage whatsoever.
- (b) Any such income paid shall be approved by the Executive Committee and must be relative to that which would be paid in an arm's length transaction (being the open market value).

5.8 Disputes and mediation

- (a) The grievance procedure set out in this clause applies to disputes under these Rules between a Member and CCEAM.
- (b) The parties to the dispute may meet to discuss the matter in dispute, and, if possible, resolve the dispute within thirty (30) days or a time period mutually agreed after the dispute comes to the attention of all of the parties.
- (c) If the parties are unable to resolve the dispute at the meeting, or if a party fails to attend that meeting, then the parties may, within fourteen (14) days, or a time period mutually agreed, hold a meeting in the presence of a mediator.
- (d) The mediator must be a person chosen by agreement between the parties or in the absence of agreement, a person appointed by the Executive Committee. A Member cannot be a mediator.
- (e) The mediator cannot be a person who is a party to the dispute.
- (f) The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.
- (g) The mediator, in conducting the mediation, must:
 - give the parties to the mediation process every opportunity to be heard;
 - allow due consideration by all parties of any written statement submitted by any party; and
 - ensure that natural justice is accorded to the parties to the dispute throughout the mediation process.
- (h) The mediator must not determine the dispute. The costs of the mediator shall be shared equally between the Member involved in the dispute and CCEAM.
- (i) If the mediation process does not result in the dispute being resolved or CCEAM does not seek to utilize the termination process then either party may exercise their rights according to law.

6. FINANCES

6.1 Membership Subscriptions

- (a) Membership subscriptions shall consist of such fees for the individual memberships and/or individual memberships through affiliated organisations as may be determined at the CCEAM Biennial General Meeting or a General Meeting. Any change in subscriptions will apply to the subsequent year and must be advised to membership within one month of the General Meeting.
- (b) Membership subscriptions through national and professional associations may be varied by the CCEAM Board to take account of the different Gross Domestic Product of member states and to take account of the directed subsidies available to Commonwealth countries from The Commonwealth Foundation. The OECD Development Assistance Committee List of Official Development Assistance Recipients will be the reference point for developing country status.

6.2 Annual Financial Statements

- (a) It shall be the responsibility of the Secretariat to provide to the Board annually an audited financial statement for the previous financial year. A Budget shall be prepared for the Board for the following year.
- (b) These documents shall be presented to the Biennial General Meeting or Special General Meeting and afterwards made available for affiliate organisations.

6.3 Financial Year

The financial year for CCEAM shall end on June 30th.

6.4 Auditor

- (a) An Auditor shall be appointed by the CCEAM Board. The Executive Committee may fill any casual vacancy for the role of Auditor.
- (b) It shall be the duty of the Board to report annually to the members of the CCEAM whether the audited financial statements present a true and fair view of the state of the CCEAM financial affairs.

6.5 Bank accounts

- (a) The currency for the CCEAM is Pounds Sterling and the currency of the country in which the Secretariat resides.
- (b) All moneys received by the CCEAM shall be paid into the banking account established by the CCEAM Secretariat and approved by the Executive Committee.
- (c) Payments on behalf of the CCEAM shall be made electronically or by cheque. Delegation procedures will be agreed to by the Executive Committee.

7. GOVERNANCE AND MANAGEMENT STRUCTURE

7.1 The CCEAM Board

- (a) The CCEAM will be governed by a Board that shall determine policy.
- (b) The CCEAM Board may from time to time co-opt persons with a particular field of expertise to the Board for specific projects. These persons will have project-related voting rights.
- (c) Affiliated organisations with more than twenty (20) financial members (large state) and ten (10) financial members (small state) shall be entitled to one seat on the Board. Affiliated organisations with more than two hundred (200) financial members may appoint a second board member. Where this applies there shall be one male and one female board member.
- (d) The Board will consist of members who have been appointed by the affiliated organisation they represent. Formal notice in writing of their appointment must be forwarded to the CCEAM secretariat by an executive member of the affiliated organisation.
- (e) Board members shall provide active liaison with their affiliated organisations, institutions and individual members and participate in the development and implementation of CCEAM policies.
- (f) Where there is more than one affiliated organisation in a nation state the number of Board members for that state will be determined according to clause 7.1(c) on the basis of the aggregated number of members of those organisations.
- (g) In countries with more than one CCEAM affiliate, the Executive may, in exceptional circumstances and on reasonable grounds, authorize the appointment of an additional Board member upon application by the affiliates concerned. In such a case, the Board will review this decision every two years to ensure that the grounds still exist for this additional Board member.
- (h) Board members may resign at any time by notifying the Board or the CCEAM Secretariat in writing.
- (i) If a Board member resigns the Board shall request a substitute member from the same constituency.
- (j) Role of the President on the CCEAM Board: When a Board member becomes the President, the affiliate formerly represented by the President is entitled to appoint a new representative to the Board.

7.2 CCEAM Executive Committee

- (a) The Executive Committee will consist of three elected positions they being the President, Past President, and Vice President chosen irrespective of regions plus additional members chosen such that at least one Executive member is drawn from each of the six regions they being:

- **the Americas:** Barbados; Bermuda; Canada; Jamaica; Trinidad & Tobago; The Bahamas; Belize; Dominica; Grenada; Guyana; St Kitts and Nevis; St Lucia; St Vincent and Grenadines
 - **East and West Africa:** Kenya; Uganda; Tanzania, Nigeria; Cameroon; Ghana; Sierra Leone; The Gambia
 - **Southern Africa:** South Africa; Zimbabwe; Namibia; Botswana; Zambia; Mozambique; Malawi; Lesotho; Swaziland; Mauritius
 - **Europe:** Cyprus; Malta; United Kingdom
 - **Asia:** Malaysia; Singapore; Brunei Darussalam, Bangladesh; India; Pakistan, Sri Lanka; The Maldives
 - **the Pacific:** Australia; Fiji Islands; Kiribati; Nauru; New Zealand; Papua New Guinea; Samoa; Solomon Islands; Tonga; Tuvalu; Vanuatu.
- (b) The President and the Vice-President will be elected by the Board at the appropriate Biennial Board Meeting with the term of office to begin following the Biennial General Meeting. For those who are not present at the Biennial Board Meeting, they may send their proxies to the CCEAM Secretariat in accordance with Clause 5.4.
- (c) The Board shall call for nominations for the remaining Executive Members from regions not represented by the President, Vice President and Immediate Past President at the Biennial Board Meeting and they will commence office after the Biennial General Meeting. For those who are not present at the Biennial Board Meeting, they may send their proxies to the CCEAM Secretariat.
- (d) All members of the Executive Committee will have full voting rights at Executive Committee meetings.
- (e) The term of office for all Executive Committee Members shall be four (4) years with no right of re-election or reappointment at the same post for the following four years.
- (f) With the exception of the President, if any member of the Executive is no longer the appointed member of his or her Affiliate, the member's seat on the Executive becomes vacant.
- (g) With the exception of the President, if an Executive member's Affiliate becomes unfinancial as defined in this Constitution, the member's seat on the Executive becomes vacant
- (h) At the end of his/her term, the President shall be the Immediate Past President.
- (i) The Executive Committee is appointed to implement Board policies and manage the affairs of the CCEAM between Board meetings. This role will include coordinating the services delivered by subcommittees, preparing and managing the annual budget and preparing policy proposals for consideration by the Board. The Executive Committee will prepare proposals for funding applications and will also conduct the public relations of the CCEAM through attending and organising meetings of Commonwealth and international organisations, through writing about the CCEAM and maintaining contact with members, institutions and professional and national associations.
- (j) The Executive Committee will decide its most appropriate modus operandi and working relationship in the light of geographical dispersion of members, their availability and their access to communication media.
- (k) The Executive Committee shall account to the Board for the implementation of policy.
- (l) All decisions which have financial implications and/ or involve the creation or cessation of any service must be discussed and agreed by the Executive Committee, be consistent with Board policy and tabled for Board discussion.
- (m) In the event that the President can no longer fulfil his or her duties,
- The Vice President will assume the role of the President until an election can be held.
 - Resultant vacancies amongst Executive Members may be filled by nomination from within the remaining Board members until an election can be held. Regional Representation will be taken into account.

7.3 Powers of the Board

- (a) The Board, subject to approval of the Biennial General Meeting or a Special General Meeting, may hold property and may enter into contracts and leases for the use of property or other major assets.
- (b) The CCEAM may publish and distribute such publications as the Board may decide. The CCEAM may organise conferences, seminars, workshops and lecture series or such other related

activity as the Board considers appropriate. As far as practicable all CCEAM activities shall be financially self-supporting.

- (c) The Board shall have such other powers as may be necessary for the administration of the CCEAM. Such other powers may be delegated to the Executive Committee or CCEAM Secretariat by the Board.
- (d) The Board may establish committees to perform specific functions as required. Subcommittees will be chaired by a member of the Board and may include other co-opted financial members of CCEAM.

7.4 CCEAM Secretariat

- (a) A Secretariat will be established by the Executive Committee to administer CCEAMs daily operations.
- (b) An officer shall be appointed to manage the CCEAM Secretariat.
- (c) The CCEAM Secretariat shall undertake general administrative and financial functions of the CCEAM and will be responsible for its records.
- (d) Membership of the Secretariat will be sufficient to operate the CCEAM on a day to day basis.
- (e) The CCEAM Secretariat will attend and report to meetings of the Executive Committee and the Board.
- (f) The location and modus operandi of the Secretariat of the CCEAM shall be determined by the Board.

8. MEETINGS OF THE BOARD AND EXECUTIVE COMMITTEE

- 8.1** Meetings of the Board and Executive Committee will be chaired by the President. If the President is not available the Executive will appoint the Vice-President to act as chair. In other circumstances, the Executive will elect a chair for the meeting.
- 8.2** A quorum of the Board and Executive Committee shall be in each case one more than one half of those entitled to vote.
- 8.3** Subject to meeting quorum requirements, decisions shall be taken by a simple majority of those present and entitled to vote.
- 8.4** During CCEAM meetings the President will have a casting vote but not a deliberative vote.
- 8.5** All Board members will be informed within three (3) months of all meetings of the Board and Executive Committee and will be provided with minutes of all such meetings.

9. GENERAL MEETINGS OF THE CCEAM

9.1 Biennial General Meeting

- (a) The Biennial General Meeting of the Council shall be held no later than 30 November.
- (b) The President, or a person designated by the Executive Committee, shall chair any General Meeting.
- (c) Notice of any General Meeting, requests for nominees for the Board, invitations to submit agenda items for Board consideration and information on motions requiring general ratification is given to all affiliated organisations and individual members at least three (3) months in advance of any such meeting.
- (d) There will be a quorum of thirty (30) members from at least five (5) Affiliates representing five (5) Commonwealth countries.
- (e) Biennial General Meetings shall receive the reports and audited accounts of the CCEAM; ratify the appointment of auditors for the ensuing term; provide advice concerning policy proposals before the Board; and give attention to decisions of the Board requiring ratification.
- (f) Biennial General Meetings shall bestow CCEAM Fellowships that have been approved by the Board.
- (g) Proposals related to subscription rates, changes in policy or the Constitution may be given effect by a majority of the votes counted at the General Meeting provided all such proposals are circulated with the notice of meeting.
- (h) All financial members of the CCEAM shall be eligible to attend and vote at each General Meeting of the CCEAM.
- (i) Every motion properly put to the meeting shall be decided in the first instance by a show of hands and the chairperson shall declare the result accordingly.
- (j) Where a motion for a secret ballot is carried by a majority of members present and entitled to vote, a secret ballot will be held.

9.2 Postponement of a General Meeting

- (a) At any time before the meeting the Board may postpone or cancel any General Meeting other than a meeting requested by members under the conditions of a Special General Meeting.
- (b) The Board Members must give notice of the cancellation or postponement of any General Meeting to all persons, entitled to receive notice of a General Meeting.
- (c) A notice of postponement of a General Meeting must specify:
 - the postponed date and time for the holding of the General Meeting;
 - a place for the holding of the General Meeting which may be either the same as or different from the place specified in the original notice convening the meeting; and
 - if the General Meeting is to be held in two (2) or more places, the technology that will be used to facilitate the holding of the General Meeting in that manner.
- (d) Any postponement of a General Meeting pursuant must be of a period of at least thirty (30) days (excluding the day on which the notice is deemed to be served and the day of the meeting).
- (e) The only business that may be transacted at a General Meeting when it is postponed is the business specified in the original notice convening the meeting.
- (f) The non-receipt of notice of postponement of a General Meeting by, or the accidental omission to give notice of postponement to, any person entitled to receive notice does not invalidate any proceedings of or resolution passed at that postponed meeting.

9.3 Special General Meetings

- (a) Special General Meetings of the CCEAM may be convened by the Executive Committee for the purpose of considering, and if necessary, taking action with reference to any motion or business of which due notice has been given.
- (b) A Special General Meeting shall be convened by the Board upon a request in writing addressed to the President, stating the grounds for such a meeting, and signed by a minimum of thirty (30) members from a minimum of five (5) affiliated organisations.
- (c) Written notice of the time and place so fixed for any Special General Meeting of the CCEAM and of the motions or business to be considered at such meeting shall be authorised by the Executive Committee or Board and distributed by the CCEAM Secretariat to each affiliated organisation and individual member.

10. FELLOW OF THE CCEAM

- 10.1** The CCEAM may award a Fellowship to a financial member of CCEAM for meritorious service to the development of educational administration, management and leadership as a discipline in national and/or international settings and for contributions made to the CCEAM.
- 10.2** Fellowships must be proposed by at least three (3) members of the CCEAM from at least two (2) member countries.
- 10.3** A Fellowship proposal must be accompanied by a citation justifying the award.
- 10.4** Proposals for fellowships will be considered by a Fellowship Awards Committee comprising four (4) Fellows and chaired by a member of the Executive Committee who is also a Fellow.
- 10.5** Fellows may use the letters FCCEAM.

11. WINDING UP

- 11.1** If upon the winding up or dissolution of the CCEAM there remains after the satisfaction of its debt and liabilities any property whatsoever, the same shall not be paid to or distributed among the members of the CCEAM but shall be transferred forthwith to such other organisation with aims similar to that of the CCEAM as may be approved by the CCEAM.

12. INDEMNITY AND INSURANCE

12.1 Indemnity

To the extent permitted by NSW law, every person who is or has been a Board Member or other Officer is entitled to be indemnified out of the property of CCEAM against:

- (a) every liability incurred by the person in that capacity where the liability to the other person does not arise out of conduct involving a lack of good faith; and
- (b) all legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the person becomes involved because of that capacity:

- in which judgment is given in favour of the Board Member or Officer or in which the Board Member or Officer is acquitted;
- in connection with an application, in relation to such proceedings, in which the court grants relief to the Board Member or Officer under the appropriate Act; unless:
 - CCEAM is forbidden by statute to indemnify the Board Member or Officer against the liability or legal costs; or
 - an indemnity by CCEAM of the Board Member or Officer against the liability or legal costs would, if given, be made void by statute.

12.2

Indemnity to continue

The indemnity granted by CCEAM contained shall continue in full force and effect notwithstanding the deletion or modification of that clause, in respect of acts and omissions occurring prior to the date of the deletion or modification

12.3

Insurance

- (a) CCEAM may, at the discretion of the Board, pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring a person who is or has been a Board Member or other Officer against liability incurred by the person in that capacity, including a liability for legal costs, unless:
- CCEAM is forbidden by statute to pay or agree to pay the premium; or
 - the contract would, if CCEAM paid the premium, be made void by statute.
- (b) Where Board Member or Officer (or former Board Member or Officer) has the benefit of an indemnity pursuant to an insurance policy in respect of his or her actions or omissions, then CCEAM shall not be required to indemnify the Board Member or Officer except to the extent that the indemnity affected by the insurance policy does not fully cover the persons liability.