

**CONSTITUTION****AUGUST 2004**(Revised 21<sup>st</sup> September 2009)**1. NAME AND LEGAL STATUS**

- 1.1. The name of the Association shall be the Southern African Bursars of Independent Schools Association (hereinafter referred to as SABISA), formerly known as Independent Schools Council Bursars' Association.
- 1.2. SABISA is a constituent member of the Independent Schools Association of Southern Africa.
- 1.3. The association is a body corporate with perpetual succession, which may sue or be sued in its own name. It shall have an existence independent of its members and office bearers.
- 1.4. It is an association not for gain.

**2. DEFINITIONS**

In this constitution, unless the context clearly requires a contrary interpretation, the singular shall include the plural and "vice versa", words signifying the masculine shall include the feminine, and the following words and expressions shall have the meanings assigned to them below:

- 2.1. "ISASA" shall mean the Independent Schools Association of Southern Africa;
- 2.2. "ISASA Exco" shall mean the Executive Committee of ISASA;
- 2.3. "Executive Committee" shall be comprised of the persons set out in Clause 5.4;
- 2.4. "ISASA Constitution" shall mean the Constitution of ISASA from time to time;
- 2.5. "Independent School" means an educational institution as defined in the ISASA Constitution.
- 2.6. "Bursar/s" shall mean the person/s appointed by an Independent School as the Bursar or Business or Financial Manager of such School, or if not so named, the person appointed to manage or control the business, financial and administrative affairs of such School;
- 2.7. "Members" shall mean members of SABISA as defined in Clause 4 hereof;
- 2.8. "Member Schools" shall mean members of ISASA who are represented on SABISA by Bursars.
- 2.9. "AGM" shall mean the annual general meeting of the National Bursars' Conference.

Words not defined herein, but defined in the ISASA Constitution, shall, unless the context clearly requires a contrary interpretation, have the meanings accorded them in the ISASA Constitution.

### **3. AIMS AND OBJECTIVES**

Subject always to the recognition of the autonomy and independence of the schools served by each of its Members, and to the acceptance of the vision, mission and objectives of ISASA as more fully set out in the ISASA Constitution to the extent that they are delegated to SABISA by ISASA, the aims and objectives of SABISA shall be:

- 3.1. To promote administrative and financial efficiency among the schools served by each of its Members, inter alia by the collection and dissemination of information, and the discussion of issues of interest to its Members, and Member Schools and the public at large;
- 3.2. To facilitate the professional development of SABISA members;
- 3.3. To enkindle, maintain and promote good fellowship and mutual understanding among Members and Members' Schools, ISASA, and SAHISA.
- 3.4. To co-operate or associate with or to assist any other body, group or person, whether associated with SABISA or not, in relation to any matter calculated or intended to advance the Aims and Objectives of ISASA and/or SABISA.

### **4. MEMBERSHIP**

- 4.1. Membership of SABISA shall be automatically granted to Bursars of Independent Schools which are Active Members or Proprietary Members of ISASA.
- 4.2. Membership of SABISA shall also be automatically granted to Bursars of Independent Schools who are New School or Introductory Members of ISASA, provided that such Bursars shall not be entitled to vote at Regional Meetings or the National Conference of SABISA and shall also not be entitled to hold office on the Regional Committee of SABISA, nor on the Executive Committee of SABISA.
- 4.3. Where an Independent School has a Junior School (Grades 0 to Grade 7 or Grade 8) and a Senior School (Grade 8 to Grade 12/Matric or 6<sup>th</sup> Form) each such School shall be represented by its own Bursar if a Bursar has been appointed, and each Bursar shall have a vote in terms of Clause 4.4. If an Independent School is divided into three or more schools by the interpositioning of a pre-primary or middle school, each with its own Bursar, each such Bursar shall similarly have a vote.
- 4.4. Members of SABISA shall be entitled to attend, speak and vote at all their own Regional Meetings of SABISA and at the Annual Bursars' Conference of SABISA and shall be eligible to be elected to the Regional Committees of SABISA.

## **5. NATIONAL BURSARS' CONFERENCE AND EXECUTIVE' COMMITTEE**

5.1. Subject always to the overall direction and control of ISASA, the policy-making body of SABISA shall be the National Bursars' Conference, while the day-to-day business of SABISA shall be conducted by and through the Executive Committee.

5.2. The National Bursars' Conference shall be constituted of all members of SABISA.

5.3. The National Bursars' Conference shall hold its AGM at least once in each calendar year, as soon after the ISASA Council's annual general meeting as can be arranged. At the AGM the National Bursars' Conference shall, from its members, elect a Chairperson and Vice Chairperson of SABISA. The Chairperson shall be an ex-officio member of the ISASA Exco.

5.3.1. Nominations for the positions of Chairperson and Vice Chairperson must be given to the Chairperson of the host region where the conference is being held, at least twenty-one days prior to the commencement of the AGM. Each nomination form shall clearly state:

5.3.1.1. name of nominee;

5.3.1.2. name of proposer;

5.3.1.3. date of nomination;

5.3.1.4. signature of acceptance by nominee;

5.3.2. Voting shall take place during the time allocated for official SABISA business and shall be by secret ballot.

5.3.3. The National Chairperson and National Vice Chairperson shall be elected by a simple majority of votes.

5.3.4. Ballot papers will be handed out, collected, checked and votes counted by 3 persons appointed by delegates at the conference.

5.3.5. The result of the election shall be announced by any one of the three appointed persons.

5.3.6. In the event of an equality of votes the outcome of the election shall be determined by the drawing of lots.

5.3.7. In the event of there being no nominations in terms of 5.3.1, or of the current Chairperson or Vice Chairperson ceasing to hold office for any reason, then the Executive Committee shall appoint an Acting Chairperson or Vice Chairperson as the case may be, until the next AGM at which the provisions of 5.3 will apply.

5.4. The Executive Committee shall comprise of:

5.4.1. The Chairperson duly elected in terms of 5.3 above;

5.4.2. The Vice Chairperson duly elected in terms of 5.3 above;

5.4.3. The Regional Chairpersons duly elected in terms of 6.2 below;

5.4.4. The immediate past Chairperson of SABISA for a maximum period of one

year immediately following retirement from the post; and

5.4.5. Regional Chairpersons Elect shall be entitled to attend the Executive' Committee meeting held at the AGM as observers, with the right to speak but not to vote.

5.4.6. The Executive Director of ISASA or his or her designate shall be an ex officio member of the National Bursars' Committee.

## **6. REGIONS AND REGIONAL COMMITTEES**

6.1. The regions of SABISA shall correspond with the regions of ISASA as determined by its National Council, each of which regions shall be presided over by a Regional Chairperson elected annually from amongst all the Members present at the meeting of that Region.

6.2. Each region of SABISA shall, annually, at its business meeting immediately preceding the AGM, from its members elect a Chairperson who shall hold office until the following business meeting immediately preceding the next AGM.

6.2.1. Should the Chairperson cease to hold office prior to the end of that period for any reason, then a new chairperson shall be elected by the region at its business meeting next succeeding his or her cessation from office, to hold office for the balance of the period. .

6.2.2. Nominations for the position of Chairperson must be signed by the proposer and the nominee, and must be given to the retiring Chairperson , or failing the Chairperson for any reason the Chairperson of SABISA, at least fourteen days before the business meeting immediately preceding the AGM, or the next business meeting in the event of a cessation from office prior to the end of the term thereof.

6.2.3. At the said business meeting the members shall call for a vote for each candidate.

6.2.4. Members will be entitled to one vote only, and voting will take place on a show of hands unless a majority of the members request a secret ballot. In the event of a tied result lots will be drawn.

6.3. Each region can, if it so wishes, appoint Regional Committees which shall under the direction of its Chairperson be responsible for conducting the affairs of SABISA in that region and shall through their respective Regional Chairpersons, report to the AGM and any other meeting of the National Bursars' Conference on the affairs of that Region.

## **7. SOURCE AND APPLICATION OF FUNDS**

7.1. As a constituent member of ISASA, SABISA may not raise or seek to raise funds or collect membership subscriptions without the prior written consent of the ISASA Exco. Such consent may be granted on such terms as the ISASA Exco may

determine and may be withdrawn at any time.

7.2. The funds required by SABISA for the achievement of its aims and objectives shall be obtained from:

7.2.1. ISASA, pursuant to an income and expenditure budget submitted annually by SABISA to the ISASA Exco and approved by it Such income and expenditure account, together with a detailed report on the financial affairs of SABISA for the previous year, shall be submitted by SABISA to the Honorary Treasurer of ISASA, at such time and in such form as may be required by the Honorary Treasurer to enable him or her to incorporate the SABISA budget into the budget for ISASA for the following financial year; and

7.2.2. any other means of raising funds as may be approved by the ISASA Exco from time to time.

7.3. The funds held by the Independent Schools Council, which are demarcated as funds raised by the Independent Schools' Council Bursars' Association, shall be transferred to the Staff Development Fund for the benefit of SABISA. A member of SABISA will be represented on the Staff Development Fund. Clause 7.4 below shall apply to any other funds raised by SABISA.

7.4. The assets and funds collected and raised by SABISA shall be the property of ISASA and where so approved by the Executive Director of ISASA, shall be held by SABISA, but will in any event be subject to an annual audit.

## **8. TERMS OF OFFICE**

8.1. Any person elected to hold any position or office under these articles shall be eligible for re-election to that position or office for a maximum of three consecutive terms of office. The fact that such a person has served three consecutive terms shall not preclude him or her from holding any other position or office in SABISA after retiring therefrom nor shall it preclude him or her from holding that office again after the expiry of the term of office of his or her successor.

## **9. ALTERATION OF CONSTITUTION – RULES AND REGULATIONS**

9.1. Subject to the provisions of Clause 8.2 hereof, this Constitution may only be amended at an AGM, by a vote in favour of such amendment of not less than two – thirds of the Members present and entitled to vote, provided that no such amendments shall be considered at such an AGM unless not less than 21 calendar days' written notice of the meeting and the proposed amendment has been given to Members.

9.2. Rules and Regulations may be added, amended or deleted by resolutions passed by simple majority at a general meeting of the National Bursars' Conference.

## **10. TERMINATION OR DISSOLUTION OF SABISA**

10.1. SABISA may be wound-up or dissolved by a resolution of not less than two-

thirds of the members of the National Bursars' Conference present at a general meeting of which not less than 21 days notice setting out the proposed resolution shall have been given to all members of the National Bursars' Conference.

10.2. Upon its winding-up, deregistration or dissolution, the assets (if any) of SABISA remaining after the satisfaction of all its liabilities shall be given or transferred to ISASA, or should that have ceased to exist then some other association or institution or associations or institutions, not for profit, having objects similar to its objects, to be determined by members of SABISA at or before the time of its dissolution or, failing such determination, by the court.

## **11. INDEMNITIES AND WAIVER**

Every member, officer or servant of SABISA shall be indemnified by SABISA against all costs, losses and expenses which he may incur or become liable for any reason by any act or thing done by him as such in the discharge of his duties, unless the loss in question is caused by his own gross negligence, dishonesty, fraud or breach of trust or duty.

ISASA SABISA CONSTITUTION