

# CONSTITUTION

## Lifeflow Meditation Centre

---

### INTERPRETATION

The name of the incorporated association shall be "Lifeflow Meditation Centre Inc." hereinafter called "the Centre".

In these rules unless the contrary intention appears: –

*"Board"* means the Board of the Centre.

*"Dispute Resolution Committee"* means a committee constituted pursuant to Rule 12 of these Rules and the Dispute Resolution Procedures.

The *"Director of the Centre"* refers to the person who is responsible to the Board for the attainment of the Objects of the Centre and other tasks as defined in the relevant Position Description.

The *"Director of Teaching"* refers to the person who is responsible to the Board for the maintenance and development of the Centre's curriculum and other tasks as defined in the relevant Position Description.

*"Meeting"* means a general meeting of Members of the Centre convened in accordance with these rules.

*"Member"* means a Member of the Centre and shall include all categories of Members

*"Voting member"* means a financial member of the Centre who has been a continuous member for not less than two years, has undertaken to abide by the Values of the Centre and who is entitled to vote at the Annual General Meeting and any Special Meeting of the Centre.

*"The Act"* means the Associations Incorporation Act 1985 as amended.

*"The Regulations"* means the Associations Regulations 1985 as amended.

*"Values of the Centre"* shall refer to Annexure A of the Constitution.

*"Dispute Resolution Procedures"* shall refer to Annexure B.

"*Code of Conduct for Teachers*" shall refer to Annexure D of the Constitution being the Code of Conduct applicable to Teachers within the Centre.

"*Teacher*" shall refer to a Member of the Centre who has fulfilled the requirements for teaching within the Centre as determined by the Director of the Centre and the Director of Teaching.

"*Founding Member*" of the Centre shall refer to Graham Williams.

"*Month*" shall mean a calendar month.

Words importing the singular number only shall include the plural where the context requires, and words importing the masculine gender shall include the feminine gender.

## **1. OBJECTS**

- 1.1. To alleviate mental and emotional conflict by providing the tools to integrate mind and body with clarity and love.
- 1.2. To promote the teaching, study and practice of meditation and its integration with everyday life.
- 1.3. To foster an environment in which the teaching, study and practice of meditation can flourish.
- 1.4. To establish and maintain ethical and practical standards for the teaching of meditation.
- 1.5. To maintain the standards derived from the Buddhist tradition for the verification of meditation experience.
- 1.6. To develop the profession of meditation teaching by training Teachers of integrity to a high standard of expertise.
- 1.7. To establish the Centre as an independent educational organisation with the highest practical, ethical and intellectual standards.
- 1.8. To further community awareness of meditation as a disciplined study of mind and body.
- 1.9. To provide facilities, resources and information necessary for meditation.
- 1.10. To do all such things as are conducive or incidental to the attainment of the above.

## **2. POWERS**

Pursuant to Section 25 of the Act and this clause, the Centre in the attainment of its Objects is empowered to:

- 2.1. acquire, hold, deal with and dispose of any real or personal property;
- 2.2. administer any property on trust;
- 2.3. open and operate accounts with an approved deposit taking institution (ADI);
- 2.4. invest its monies –
  - 2.4.1. in any security in which trust monies may, by Act of Parliament, be invested; or
  - 2.4.2. in any other manner authorised by the Constitution of the Centre;
- 2.5. borrow money upon such terms and conditions as the Centre thinks fit;
- 2.6. give such security for the discharge of liabilities incurred by the Centre on its behalf;
- 2.7. appoint agents to transact any business of the Centre on its behalf; and
- 2.8. enter into any other contract the Board of management of the Centre considers necessary or desirable.
- 2.9. the income, property and funds of the Centre shall be used and applied solely towards the attainment of the Objects of the Centre provided that nothing herein contained shall prevent payment in good faith to Members for services rendered or to any non Member in furtherance of the Objects of the Centre.

## **3. MEMBERSHIP**

- 3.1. There shall be three categories of Members, namely:
  - Members
  - Honorary Members
  - Life Members

The category to which a member belongs is referred to in this constitution as his or her “status”.

- 3.2. There shall be maintained a List of Members which shall indicate the name and status of each Member, Honorary Member and Life Member and such other list or category of Members as the Board shall from time to time determine.
- 3.3. An applicant for admission to Membership of the Centre or for a change in status shall apply in such form and manner and pay such fees at such times in such manner and to such person as the Board may from time to time prescribe. Each such applicant shall agree that, if admitted as a Member, he or she agrees to accept the above Objects and be bound by the provisions of the Constitution then in force or which may thereafter from time to time be in force.
- 3.4. Upon acceptance by the Board of Management of the Centre of an application for Membership, and upon payment of the applicable subscription, the applicant shall become a Member of the Centre.
- 3.5. Subject to the provisions of clause 4 below, the Board shall consider any application for admission to Membership of the Centre or for any change in status of any Member and may, in its discretion and without being required to assign any reason therefore, refuse or accept any such application and may in like manner refuse to admit any applicant to Membership or grant any applicant a change in status.

#### **4. MEMBERS**

##### **4.1. Members**

Any person who:

- 4.1.1. is over the age of 18 years and
- 4.1.2. supports the Objects of the Constitution
- 4.1.3. whose application has been submitted to the Board and considered in the manner set out in clause 3.5

## **4.2. Honorary Members**

- 4.2.1. The Board may admit any person as an Honorary Member who has shown an interest in meditation, and who, in the opinion of the majority of the Board and as confirmed by the Members of the Centre in a general meeting, has made a unique and valuable contribution to the aims and practice of meditation at the Centre by reason of:
- service to the Centre in such a manner as to entitle him or her to the distinction, or
  - because of his or her knowledge and experience in meditation.
- 4.2.2. The nomination for appointment as an Honorary Member shall be made by not less than three Members of the Centre, at least two of whom shall be Voting Members.
- 4.2.3. An Honorary Member shall have the same rights and privileges as a Member save as to the right to vote but shall not be subject to the payment of membership fees.
- 4.2.4. The combined maximum number of Honorary Members and Life Members shall not at any time exceed ten.

## **4.3. Life Members**

- 4.3.1. The Board may admit any long serving Voting Member as a Life Member who, in the opinion of the majority of the Board and as confirmed by the Members of the Centre in a general meeting, has made a unique and valuable contribution to the aims and practice of meditation at the Centre by reason of:
- service to the Centre in such a manner as to entitle him or her to the distinction, or
  - because of his or her knowledge and experience in meditation.
- 4.3.2. A Life Member shall be nominated by not less than three Members of the Centre, at least two of whom shall be Voting Members.
- 4.3.3. A Life Member shall have the same rights and privileges as a Member but shall not be subject to the payment of membership fees.

- 4.3.4. The combined maximum number of Life Members and Honorary Members of the Centre shall not at any time exceed ten.

#### **4.4. Founding Member**

- 4.4.1. In recognition of his unique and valuable service and contribution to the Objects and philosophy of the Centre, the Founding Member shall have the right for life to reside at premises situated on Centre properties in the said State.

### **5. SUBSCRIPTIONS**

- 5.1. The subscription fees shall be such sum as the Board shall determine from time to time.
- 5.2. The subscription fees shall be payable annually on the 31<sup>st</sup> of March or at such other time as the Board shall from time to time determine.
- 5.3. Any Member whose subscription is outstanding for more than one month after the due date for payment shall cease to be a Member of the Centre, provided always that the Board may reinstate such a person's membership on such terms as it deems fit.

### **6. RESIGNATIONS**

- 6.1. A Member may resign from Membership of the Centre by giving written notice thereof to the secretary or public officer of the Centre to take effect from the date of receipt of the resignation.
- 6.2. Any Member so resigning shall be liable for any outstanding subscriptions at the date of resignation.

### **7. REGULATION OF CONDUCT**

- 7.1. If in the opinion of the Board a person whilst a Member of the Centre has engaged in:
  - 7.1.1. a dishonorable or dishonest practice;
  - 7.1.2. conduct derogatory to the best interests of the Centre or its Members;

- 7.1.3. conduct which constitutes a breach of the Constitution and its Annexures and which conduct has NOT been the subject of any prior notification of complaint, the Board may at its discretion and of its own motion elect to refer the matter to the Dispute Resolution Committee or hear and determine the matter in its own right.
- 7.2. When a complaint is notified to the Board in respect of the conduct of a Member the complaint notification shall be directed to the Dispute Resolution Committee and be handled by that Committee in accordance with the Procedures (Annexure B).
- 7.3. The Dispute Resolution Committee may make recommendations to, and the Board may impose any one or more of the penalties set out hereunder:
  - 7.3.1. forfeiture of Membership;
  - 7.3.2. suspension of Membership;
  - 7.3.3. reprimand; and
  - 7.3.4. such other remedy as the Board or the Dispute Resolution Committee deems appropriate in the circumstances subject to the provisions of the Dispute Resolution Procedures and Clause 10 hereof.

## **8. SUSPENSION/EXPULSION OF A MEMBER**

- 8.1. In the event that the Board determines or the Dispute Resolution Committee recommends to the Board to suspend or expel a Member, such recommendation shall be referred to the Chair of the Board who shall then convene a meeting of the Board at which meeting the Member shall be entitled to make written submissions in respect to the recommendation or determination to suspend or forfeit Membership.
- 8.2. In the event that the Board determines or Dispute Resolution Committee recommends the suspension or forfeiture of the Membership of the Director of Centre, the Board shall convene a special meeting to consider the expulsion or suspension of Membership and any such resolution shall require not less than three quarters majority vote in favour thereof. Notice of any such proposed resolution shall be communicated to the Director of Centre at least one calendar month before the meeting at which the penalty will be determined. The Director shall be entitled to make submissions in respect of recommendation or determination to suspend or forfeit his/her membership

- 8.3. The determination of the Board in respect to Members and the special meeting in respect to the Director of Centre to expel or suspend Membership shall be forthwith communicated to the Member, and in the event of an adverse determination the Member shall cease to be a Member fourteen days after the determination has been communicated to him or her.
- 8.4. Any member of the Board or the Dispute Resolution Committee in respect of whom a complaint has been made shall not sit on or participate in the deliberations of the Dispute Resolution Committee or the Board until such time as the complaint is determined.

## **9. MANAGEMENT OF THE CENTRE – THE BOARD**

- 9.1. The affairs of the Centre shall be managed and controlled exclusively by the Board, which is responsible for attaining the Objects of the Centre, the formulation and determination of policy and the general organization of the Centre. In addition to any powers and authorities conferred by this Constitution, the Board may exercise all such powers and do all such things as are necessary to and are within the Objects of the Centre, and are not by the Act or by this Constitution required to be done by the Centre in general meeting.
- 9.2. The Board shall have the power to delegate functions to individuals and may appoint committees of Members and may co-opt non-Members for specific purposes to the Board and the Committees if so required.
- 9.3. All committees and individuals appointed by the Board shall undertake their delegated functions in accordance with the powers delegated by the Board and shall report to the Board regarding the exercise of the delegated powers.
- 9.4. At its first meeting following each Annual General Meeting the Board shall appoint a Public Officer.



## **10. CONSTITUTION OF THE BOARD**

- 10.1. The Board shall consist of not less than 7 but not greater than 9 persons and shall comprise:
  - 10.1.1. the Chair;
  - 10.1.2. the Secretary;
  - 10.1.3. the Treasurer; and
  - 10.1.4. not more than four additional Board Members.
- 10.2. The Director of Centre and the Director of Teaching, who shall be appointed to the Board and shall not be subject to election.
- 10.3. One of the additional Board members or the Director of Teaching shall be appointed as a Vice Chair.

## **11. TERMS OF OFFICE OF THE BOARD**

- 11.1. Board members (a majority of whom shall be Voting Members) and office bearers shall be elected by the Voting Members present at the Annual General Meeting.
- 11.2. All elected Members of the Board including the office bearers shall hold office for a term of two years and shall be eligible for re-election.
- 11.3. One half of the elected Board Members shall retire at each Annual General Meeting. Prior to the first election following the adoption of this Constitution, the retiring Board Members shall be selected by consensus of the Board.
- 11.4. If any vacancy occurs in the office of any Member of the Board, the vacancy may be filled by appointment by the Board or the remaining Members of the Board, as the case may be, and the person so appointed shall hold office for the term or the balance of the term of the person in whose place he or she is appointed.

## **12. DISQUALIFICATION OF BOARD MEMBERS**

- 12.1. The office of Board Member shall become vacant if a Board Member is
- 12.2. disqualified by the Act;
- 12.3. expelled under this Constitution;

- 12.4. is permanently incapacitated by ill health;
- 12.5. is absent without apology and without reasonable cause for more than three consecutive Board Meetings or more than three Board Meetings in any financial year.

### **13. PROCEEDINGS OF THE BOARD**

- 13.1. The Board shall meet together for the dispatch of business as often as may be required but not less than four times in any financial year.
- 13.2. The Chair of the Board shall chair Board Meetings or in his or her absence or on declining to take the Chair any one of the Board Members may preside as Chair.
- 13.3. Business arising from a meeting shall be decided by a majority vote but in the event of equality of votes, the Chair shall have a second or casting vote in addition to a deliberative vote.
- 13.4. A quorum for a meeting of the Board shall be three elected Members (including office bearers) personally present and entitled to vote and no business shall be transacted by the Board unless the requisite quorum is present from the commencement of business.
- 13.5. The Chair or two elected Members of the Board shall have the power to requisition a meeting of the Board.
- 13.6. Notice of meetings of the Board shall be given at the previous Board Meeting or by seven days written notice distributed to all Board Members, or in emergency by such other notice as shall be ratified by the ensuing Board meeting.

### **14. APPOINTMENT OF DIRECTOR OF CENTRE**

- 14.1. The first Director of the Centre, Graham Williams, shall be appointed upon such terms and conditions as shall be agreed between the Board and the Director of the Centre from time to time.
- 14.2. Upon the first Director of the Centre ceasing to hold the said position the Board shall make further appointments upon such terms and conditions as it determines from time to time.
- 14.3. The Director of the Centre will attend all meetings of the Board unless excused by the Board and will be entitled to vote, but cannot constitute a quorum.

## **15. GENERAL MEETINGS OF MEMBERS – SPECIAL & ANNUAL GENERAL MEETING**

- 15.1. The Board may call a Special Meeting of the Centre at any time and shall call an Annual General Meeting in accordance with the Act.
- 15.2. In the case of an Annual General Meeting, the business of that meeting shall be:
  - 15.2.1. to confirm the minutes of the preceding Annual General Meeting;
  - 15.2.2. to receive the Treasurer's report and the financial statements for the
  - 15.2.3. previous financial year;
  - 15.2.4. to receive the Chair's report for the previous financial year.
  - 15.2.5. to elect or re-elect the Board Members who consent to stand for office and any other business requiring consideration of the Centre in general meeting; and
- 15.3. Upon requisition in writing of not less than 25% of the total number of Voting Members of the Centre, the Board shall, within twenty eight days and not less than seven days, convene a Special Meeting for the purpose specified in the requisition and notice of that meeting shall be displayed at the office of the Centre and shall be distributed to all Members of the Centre to their last known postal address.
  - 15.3.1. Every requisition for a Special Meeting shall be signed by the Voting Members making same and shall provide adequate detail of any resolutions to be put at the meeting.
  - 15.3.2. If a Special Meeting is not convened within one month the requisitionists may convene a Special Meeting. Such a meeting shall be convened in the same manner as the meeting convened by the Board, and for this purpose the Board shall ensure that notification of the Special Meeting is sent to Voting Members entitled to receive notice of the meeting. Subject to Clause 15.3.4 at least fourteen days notice of any Meeting shall be given to Members.
  - 15.3.3. The notice shall set out where and when the meeting will be held and particulars of the nature and order of the business to be transacted at the meeting.
  - 15.3.4. Where a notice is served:

- by post: service of the notice shall be deemed to be effected if it is properly addressed and posted to the Member by ordinary pre-paid mail
- by e-mail: service of the notice is deemed to be effected if sent to the last known e-mail address of the member

## **16. PROCEEDINGS AT MEETINGS**

- 16.1. Ten Voting Members present personally shall constitute a quorum at any meeting of Members (including a Special Meeting).
- 16.2. If within thirty minutes of the time appointed for the meeting, a quorum of Voting Members is not present, a meeting convened upon the requisition of Members shall lapse. In any other case, the meeting shall stand adjourned to the same day in the next week at the same time and place and if at such adjourned meeting a quorum is not present within thirty minutes of the time appointed for the meeting the Voting Members present shall form a quorum.
- 16.3. The Chair of the Board shall be the Chair of the meeting or in his or her absence, or on their declining or retiring from the chair; one of the Board Members chosen by the meeting shall preside as Chair at every general meeting or Special Meeting of the Association. If there is no such Chair present, within five minutes after the time appointed for the holding of the meeting, the Members present may choose one of their number to be the Chair. The Chair may, with the consent of any meeting at which a quorum is present, and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more notice of the adjourned meeting shall be given as if the meeting was an original meeting of Members.
- 16.4. At any meeting a resolution put to a vote shall be decided on a show of hands and declaration by the Chair of the meeting that a resolution has been carried or lost, and shall unless a poll is demanded be conclusive evidence of the fact without proof of the number or proportion of the votes in favour of or against the resolution.

- 16.5. If a poll is demanded by the Chair of the meeting or by three or more Voting Members present personally it shall be taken in such a manner as the Chair directs. The result of such poll shall be the resolution of the meeting except that in the case of a special resolution and subject to Clauses 30 and 14.2 a majority of not less than two thirds of the Members who, being entitled to do so, vote personally at the meeting is required. A poll demanded on the election of the Chair of a meeting or on any question of an adjournment shall be taken at the meeting and without adjournment.
- 16.6. Voting Members shall be entitled to one vote at any meeting or any Special Meeting at which they are present. Resource persons with special interests or knowledge relevant to the Centre may be invited to attend any meeting and to speak at the discretion of the Chair but such persons may not vote.
- 16.7. Ordinary and Special Resolutions:
- 16.7.1. A special resolution means a resolution passed at a duly convened meeting of the members of the Centre if:
- at least 21 days written notice specifying the intention to propose the resolution as a special resolution has been given to all Voting members of the Centre; and
  - it is passed at a meeting referred to in this paragraph by a majority of not less than three-quarters of Voting members of the Centre as, being entitled to do so, vote in person or by proxy, at that meeting;
- 16.7.2. An ordinary resolution is a resolution passed by a simple majority of Voting members at a general meeting.
- 16.8. A member entitled to vote may appoint in writing a natural person who is also a voting member of the association to be their proxy, which person shall attend and vote at any meeting or Special Meeting of the association.
- 16.9. A member who holds the proxy for another member or members shall register each and every proxy form with the secretary before the commencement of the meeting or Special Meeting in respect of which the member holds that proxy.
- 16.10. The Chair at any meeting shall have a personal deliberative vote and shall in addition have a casting vote if votes be equal.

## **17. MINUTES**

- 17.1. Proper minutes of all proceedings of meetings of the Centre and the minutes of the Board and each of the Committees shall be entered within one month after the relevant meeting in minute books kept for the purpose.
- 17.2. The minutes kept pursuant to this Rule shall be signed by the Chair of the meeting at which the proceedings took place or by the Chair of the next succeeding meeting.
- 17.3. When the minutes are entered and signed they shall, until the contrary is proved, be evidence that the meeting was convened and duly held and that all proceedings held at the meeting shall be deemed to have been duly held and that all appointments made at that meeting shall be deemed to be valid.

## **18. BORROWING POWERS**

- 18.1. Subject to Section 25(e) of the Act, and to ratification by the Voting Members at a Special Meeting convened for that purpose, the Board may borrow money from ADIs and/or any Member upon such terms and conditions as the Board sees fit and may secure the repayment thereof by charging the property of the Centre.
- 18.2. Subject to Section 53 of the Act the Centre may invite and accept deposits of money from any person on such terms and conditions as the Board may determine from time to time.

## **19. AMENDMENT OF CONSTITUTION**

- 19.1. Subject to approval by resolution of the majority of the Voting Members present at a meeting convened to consider same, this Constitution may be altered (including an alteration to name) or be rescinded and replaced by a substituted Constitution, incorporating such an alteration which shall be registered with the Commission as required by the Act.
- 19.2. The registered Constitution shall bind the Centre and every Member to the same extent as if they had been respectively signed and sealed then and agreed to be bound by all the provisions thereof.

## **20. THE SEAL**

- 20.1. The Centre shall have a Common Seal upon which its corporate name shall appear in legible characters.
- 20.2. The Seal cannot be used without the express authorisation of the Board and every use of the Seal shall be recorded in the minute book of the Centre.
- 20.3. The affixing of the Seal shall be witnessed by the Chair and Secretary and alternatively the Public Officer.
- 20.4. The Seal shall be kept in the custody of the Chair or such person as the Board may from time to time decide.

## **21. DISSOLUTION**

Subject to Part 5 of the Act and this Constitution, the Centre may be dissolved at any time:

- 21.1. by a resolution carried by a 75% majority of the Voting Members of the Centre present and voting at a Special Meeting convened for the purpose, provided that not less than one month's notice of intention to move the resolution for dissolution of the Centre shall have been given in writing to each and every Member setting out in detail the grounds upon which the resolution is put; and
- 21.2. the resolution is ratified by a further Special Meeting (the Ratification Meeting) held not less than one month thereafter which resolution shall be ratified by a simple majority at that meeting. No amendment to the resolution shall be considered at the ratification meeting and if not passed the resolution shall lapse.
- 21.3. On dissolution, all property whether real or personal remaining after payment of all debts and legal liabilities shall be transferred to such other body formed or promoting similar Objects or for charitable Objects as shall be approved by the Centre provided that such other body shall also prohibit the distribution of income and property to the Members to the extent stated herein and if the Centre shall have been approved pursuant to Section 78(1) of the Income Tax Assessment Act then such other body shall also be approved.

## VALUES OF THE CENTRE

To realise the Objects of the Centre we choose to act with love, clarity, integrity and openness in all aspects of our connection with Lifeflow.

*When we act with love, we choose to:*

- treat others with kindness and respect
- contribute and cooperate within the Lifeflow community and maintain the good name of the Centre
- be of service to others
- use our resources with care.

*When we act with clarity, we choose to:*

- continue learning as we revise and regenerate our knowledge, and maintain and develop our competency
- acknowledge and respect authority based on knowledge, experience and contribution
- recognise Lifeflow's need for organisational stability and financial viability and work to maintain and enhance this.

*When we act with integrity, we choose to:*

- take responsibility for what we say and what we do
- aim for excellence
- exhibit confidence
- maintain our dignity and self-respect.

*When we act with openness, we choose to:*

- inspire through sharing our knowledge and skills
- express our passion in creativity and innovation
- communicate honestly and mindfully
- conduct ourselves with fairness – knowing, understanding and making explicit the values to which we consent.



## DISPUTE RESOLUTION PROCEDURES FOR MEMBERS

The process set out below describes the structure for the resolution of all disputes within the Centre and is binding on all Members of the Centre. It distinguishes between the process applicable to major disputes and general disputes including disputed assessments. A major dispute is any complaint or concern brought to the attention of the Dispute Resolution Committee which is of such a serious nature that it threatens the continued wellbeing of the Centre and the harmony of its meditation community as a whole and its Members.

1. In the first instance Teachers shall bring disputes between Teachers to the Director of Teaching who shall immediately notify the Director of Centre who shall then immediately notify the Chair of the Board.
2. In the event of a dispute between a Teacher and the Director of Teaching the Teacher shall bring the dispute to the attention of the Director of the Centre who shall immediately notify the Chair of the Board.
3. If the dispute is between a Teacher and a Member, then the Teacher shall notify the Director of Teaching who shall immediately notify the Director of Centre who shall then immediately notify the Chair of the Board of its existence.
4. All other persons whether Office Holders, Members, or members of the public are encouraged to solve problems and express disputes directly with the party concerned in the first instance. The Centre acknowledges that this will not always be appropriate or may not be effective in resolving the dispute to the satisfaction of both or all parties.
5. When a dispute cannot be resolved in this manner, either or both parties may request the Chair of the Board of the Centre for the time being to mediate in an informal manner with the purpose of achieving an impartial honest and fair resolution of the dispute.
6. Should the dispute still not be satisfactorily resolved, or should the dispute be with the Chairperson or the notification be from a person not a party to the dispute, then the notifying person may initiate a meeting of the Dispute Resolution Committee (DRC).

7. A person who wishes to initiate a meeting of the DRC must **within 6 months of the subject matter of the dispute arising**, submit a case in writing to the Chair of the Board of the Centre setting out the nature of the dispute.
8. On receipt of the complaint the Chair:
  - 8.1. will notify the person or persons to whom the dispute is directed;
  - 8.2. if the dispute is notified by a non party then both parties will be notified of the initiation of the dispute procedures. Thereafter, the dispute process will proceed as if notification had been received from one of the parties to the dispute.
9. The Chair of the Board will without delay call a meeting of the DRC to consider the dispute.
10. At first instance the DRC will comprise:
  - 10.1. a chairperson being the Chair for the time being of the Centre;
  - 10.2. a Member nominated by the aggrieved person or persons;
  - 10.3. a Member nominated by the person or persons in respect of whom the dispute has been notified; and
  - 10.4. two Board Members of the Centre.
11. The DRC will review the complaint and determine whether the dispute shall be treated as a major or general dispute including assessment disputes and the process to be adopted as a result of such determination.

## **12. Major Dispute**

In the event that the dispute is determined to be a major dispute:

- 12.1. the Chair of the Board of the Centre will stand down as the Chair of the DRC; and
- 12.2. a mediator with professional skills and not associated with the Centre or any party connected with the dispute will be engaged to participate in the conduct of the enquiry and will assume the Chair of the DRC until such time as the matter is resolved.

## **13. General Disputes**

The DRC as constituted pursuant to clause 10 shall continue to hear the issues arising in all other disputes, complaints or concerns, including assessment disputes determined by the DRC not to constitute a major dispute.

- 13.1. The DRC will notify the parties as to the process, date and time of the hearing, timetable for submissions and statements in writing.
- 13.2. All meetings of the DRC whether constituted to hear a major dispute or a general dispute:
  - 13.2.1. shall be in confidence; and
  - 13.2.2. be conducted in an informal manner and the DRC shall not be bound by the rules of evidence; and
  - 13.2.3. each of the parties to the dispute may be represented by another Member of the Centre if so desired at the hearing; and
  - 13.2.4. the Chair of the DRC will invite the aggrieved person to present his/her case to the Committee before:
    - 13.2.5. inviting a response from the other party or parties to the dispute; and
    - 13.2.6. shall have as its primary aim reconciliation between the parties.
- 13.3. Where reconciliation is achieved in the case of a major dispute, and the parties involved are Office Holders, Teachers/ Members of the Centre and the dispute has resulted in division or unrest within the membership, the DRC reserves the right to call the parties before a general meeting of the Members. At this meeting the nature of the dispute will be explained, the findings of the enquiry will be presented and the parties to the dispute shall present their views and understanding of the reconciliation achieved.
- 13.4. In the case of general disputes, where reconciliation is achieved, the terms of any such resolution shall remain confidential and be final.
- 13.5. Where reconciliation is not achieved, regardless of the nature of the dispute, the DRC at the conclusion of the hearing shall meet to determine its findings in respect to the dispute, based on all material placed before it and the submissions of the parties and shall recommend to the Board of the Centre any disciplinary action it deems appropriate pursuant to Articles 12 & 13 of the Constitution.
- 13.6. The Board shall thereafter consider the recommendation of the DRC and determine the disciplinary action if any to be taken and advise all parties to the dispute of its determination and the means of its implementation.

13.7. In the event that the DRC recommends that a member (not being the Director of the Centre) be suspended or membership be forfeited then the Board will be bound by the terms of Article 12 of the Constitution and before determining the penalty to be imposed the Board shall consider the findings of the DRC and shall afford the Member the right to make submissions on the penalty either in writing or in person at a meeting of the Board.

13.8. In the event that the DRC recommends that the membership of the Director of the Centre be suspended or forfeited, the Board shall call a special meeting of the Members of the Centre and any resolution to suspend or forfeit the Director's membership shall require a vote of two-thirds of the voting Members in favour of the resolution before such resolution shall be implemented by the Board.

#### **14. Disputed Assessments**

A "*curriculum assessment*" shall refer to an assessment of an assignment or other coursework submitted by a student who has a current enrolment in a course.

Where a Member is dissatisfied with the results of a curriculum assessment, the following steps shall be followed:

14.1. The Member shall inform the Director of Teaching that he or she is dissatisfied with the assessment within 7 days of notification of the assessment and the Director of Teaching will arrange for the member to discuss the case with the Teacher who made the assessment with a view to attempting to resolve the issues in dispute.

14.2. If the assessment has been made by the Director of Teaching, the said Director will upon notification of the party's dissatisfaction, refer the matter to the Director of the Centre for further handling in accordance with these procedures.

14.3. In the event that the dispute remains unresolved after that discussion, he/she shall within a further 7 days of the discussion with the Teacher, put a case in writing to the Director of the Centre setting out the grounds for dissatisfaction and the Director shall meet with the Teacher and the Member to attempt to resolve the dispute.

14.4. If, thereafter, the Member remains dissatisfied, then he or she may, within a further 7 days, initiate a meeting of the DRC and the dispute shall be treated as a general dispute.

## DISPUTED ASSESSMENTS FOR NON-MEMBERS:

Where a person enrolled in a course conducted by the Centre is dissatisfied with the results of a curriculum assessment, the following steps shall be followed:

1. The dissatisfied party shall inform the Director of Teaching that he or she is dissatisfied with the assessment within 7 days of notification of the assessment and the Director of Teaching will arrange for the party to discuss the case with the Teacher who made the assessment with a view to attempting to resolve the issues in dispute.
2. If the assessment has been made by the Director of Teaching, the said Director will upon notification of the party's dissatisfaction, refer the matter to the Director of the Centre for further handling in accordance with these procedures.
3. In the event that the dispute remains unresolved after that discussion, he/she shall within a further 7 days of the discussion with the Teacher, put a case in writing to the Director of the Centre setting out the grounds for dissatisfaction and the Director shall meet with the Teacher and the dissatisfied party to attempt to resolve the dispute.
4. If the Director is unable to resolve the dispute, he/she shall consider the submissions of both the Teacher or alternatively the Director of Teaching and the dissatisfied party and shall determine the matter and his/her decision shall be final. The Director will communicate his/her decision to each of the parties.

## CODE OF CONDUCT FOR TEACHERS

The “Teacher/student relationship” as used below shall apply when Teachers are conducting classes, courses, interviews and retreats for the Centre and when students are attending such classes, courses, interviews and retreats and also when a student’s retreat is being supervised by a teacher.

Consistent with the Values of the Centre, Teachers are to act in accordance with the following code:

1. The personal behaviour of Teachers must be such as shall not bring discredit to the Centre or to fellow Teachers and Members.
2. Teachers will not undertake work beyond their capacity or competence and will protect and enhance the dignity and integrity of the Centre in its Objects, and the work of meditation.
3. Teachers will distinguish clearly between statements and actions made as private individuals and as Teachers or Members of the Centre.
4. Teachers will not exploit Teacher/student relationships for personal gain or profit and will not:
  - 4.1. Use a Teacher/student relationship to create a sexual relationship; or
  - 4.2. Use a sexual relationship to create or foster a Teacher/student relationship.
5. Teachers will not under any circumstances enter into or maintain a sexual relationship with a student during the continuance of a Teacher/student relationship. In the event that a sexual relationship arises between a Teacher and student, the Teacher shall immediately cease teaching the student and transfer the student to another Teacher.
6. Teachers will not practice, condone, facilitate, or collaborate with any form of discrimination on the basis of race, colour, sex, sexual orientation, gender identity, age, religion, national origin, marital status, political persuasion, or other condition or status.
7. Teachers will treat their colleagues and students with respect, courtesy, fairness and good faith. Disputes will be dealt with by way of Dispute Resolution Procedures annexed hereto.
8. In the first instance Teachers shall bring disputes between Teachers to the Director of Teaching who shall immediately notify the Director of Centre who shall then immediately notify the Chair of the Board.

9. In the event of a dispute between a Teacher and the Director of Teaching the Teacher shall bring the dispute to the attention of the Director of the Centre who shall immediately notify the Chair of the Board.
10. If the dispute is between a Teacher and a Member, then the Teacher shall notify the Director of Teaching who shall immediately notify the Director of Centre who shall then immediately notify the Chair of the Board of its existence. Teachers will respect the privacy rights of students and Members and the confidences shared by colleagues in the course of their relationships and transactions.
11. Teachers will be responsible and vigorous in discussion and critical review of themselves and their own and others' work.
12. Teachers shall be bound by both legal and ethical aspects of confidentiality.

## DISPUTE RESOLUTION PROCEDURES FOR NON-MEMBERS

The “Teacher/student relationship” as used below shall apply when Teachers are conducting classes, courses, interviews and retreats for the Centre and when students are attending such classes, courses, interviews and retreats..

Consistent with the Values of the Centre, Teachers are to act in accordance with the following code:

1. The personal behaviour of Teachers must be such as shall not bring discredit to the Centre or to fellow Teachers and Lifeflow Meditation Centre Members.
2. Teachers will not undertake work beyond their capacity or competence and will protect and enhance the dignity and integrity of the Centre in its Objects, and the work of meditation.
3. Teachers will treat their colleagues and students with respect, courtesy, fairness and good faith and shall be bound by both legal and ethical aspects of confidentiality.
4. If the dispute arises between a Teacher and a student, then the Teacher shall notify the Director of Teaching who shall notify the Director of Centre who shall then notify the Chair of the Board of its existence.
5. At first instance, the Teacher and student shall attempt to resolve the dispute by meeting and discussing the subject of the dispute and only if the dispute remains unresolved, shall the Director of Centre or the Director of Teaching undertake to mediate the subject matter of the dispute.
6. The Director of Centre shall report the outcome of the dispute resolution procedure to the Board and any recommendations that may arise as a result of the mediation.