

Constitution of the Association of Christian Spiritual Directors Incorporated

1. NAME/INGOA

- 1.1 The name of this Incorporated Society will be The Association of Christian Spiritual Directors Incorporated, in this constitution called the Association.
- 1.2 The registered office of the Association will be that of its Secretary or at such place as the Executive from time to time determines.

2. INTERPRETATION/WHAKAMĀORI

- 2.1 Unless the context otherwise requires the following expressions will have the meaning ascribed to them:

- (a) The “**Act**” means the Incorporated Societies Act 2022, its regulations and any subsequent amendments.
- (b) The “**Association**” is this society that was incorporated on 5 March 2007.
- (c) “**Chairperson**” means the person who chairs Executive Meetings and General Meetings. If the Executive Member appointed as Chairperson in accordance with clause 8.4 is absent or unable to act as Chairperson at an Executive Meeting or General Meeting, the Executive will select an Executive Member to be the Chairperson with respect to that Executive Meeting or General Meeting.
- (d) The “**Executive**” means the Executive Members elected in accordance with clause 9 of this Constitution.
- (e) A “**Executive Member**” or “**Executive Members**” means those Executive Members for the time being and anyone who is elected or appointed as an Executive Member of the Association in accordance with clause 9 of this Constitution.
- (f) A “**Full Member**” or “**Full Members**” means those Members who are eligible to exercise the rights of membership in accordance with clause 6.3(b).
- (g) A “**General Meeting**” means an Annual General Meeting or a Special General Meeting of the Association.
- (h) A “**Member**” or “**Members**” means those members for the time being and anyone who is admitted as a member of the Association in accordance with clauses 6.1 and 6.2.
- (i) “**Notice**” means written notice and includes any notice given in writing by post, courier, email, agreed means of electronic communication or handed to the person in question. Notices handed to the person in question, delivered by email or electronic communication are deemed to have been delivered when sent. Notices delivered by post or courier are deemed to have been delivered within two (2) Working Days of being sent. If a Member or Executive Member does not receive Notice of a General Meeting or Executive Meeting for reasons outside of the Executive’s control or because of the Member’s or Executive Member’s failure to update the Executive with their contact details, then the failure to give notice to the Member or Executive Member will not invalidate the General Meeting or Executive Meeting.
- (j) An “**Officer**” or “**Officers**” means the Executive Members for the time being and any other natural persons who are an officer in accordance with section 5(a)(ii) of the Act, being a natural person occupying a position in the Association that allows the person to exercise significant influence over the management or administration of the Association.

- (k) The “**Objects**” means the objects in clause 4 of this Constitution.
- (l) “**Working Days**” means any day excluding Saturdays, Sundays, and statutory holidays in New Zealand.

3. **PRINCIPLES/MATAPONO**

- 3.1 God has a covenantal relationship with people in Jesus Christ. Covenant speaks of mutual respect, trust and faithfulness and has a sacred character.
- 3.2 God communicates directly with individual people, alone and in community with others.
- 3.3 This communication takes place in the context of a person’s life and faith experience.
- 3.4 This communication is brought to awareness in contemplation and personal reflection.
- 3.5 Dialogue about this communication encourages growth.
- 3.6 The Association is committed to respecting the dual heritage of the partners of Te Tiriti o Waitangi (the Treaty of Waitangi)

4. **OBJECTIVES/WHAINGA**

- 4.1 The Objects of the Association are those charitable objects and purposes which are recognised by the courts of New Zealand as being charitable including without limitation:
 - (a) To encourage and actively promote the practice of spiritual direction
 - (b) To promote the ongoing formation/education of spiritual directors
 - (c) To ensure spiritual directors access professional supervision of their workBut notwithstanding the above Objects:
 - (d) The Association shall be limited in furthering or attaining its Objects to the advancement of charitable purposes in New Zealand; and
 - (e) All capital and income of the Association and any other benefit or advantage belonging to the Association must be applied to the Objects.
- 4.2 The Objects are paramount. Nothing in this Constitution authorises the Association to do anything that does not accord with the Objects.

5. **POWERS/ TAKETAKE**

- 5.1 Subject to clauses 4 and 10, the Association has full capacity, powers and privileges, as set out in section 18 of the Act. Nothing in this Constitution authorises the Association to do anything which contravenes or is inconsistent with the Act, the Charities Act 2005, or any other legislation.

6. **MEMBERSHIP/ HUANGA**

- 6.1 Any consenting person who agrees with the Objects of the Association and the Covenant and the Code of Ethics (set out in Schedule Two of this Constitution), and who has been interviewed by the Executive can, subject to clause 6.2 and the Association’s approval, become a Member of the Association by

application in writing (including by electronic means) and upon payment of subscriptions and fees (if any).

6.2 All applicants for Membership must have:

- (a) submitted references from their personal spiritual director and one other sponsor;
- (b) satisfied the Executive that they have had adequate training as Christian spiritual directors;
- (c) accepted the need for, and undertake their own regular;
 - (i) personal spiritual direction;
 - (ii) supervision of their spiritual direction work; and
 - (iii) ongoing formation and training, and
- (d) signed the Membership Covenant (set out in Schedule Three of this Constitution) committing themselves to the Association's Code of Ethics (set out in Schedule Two of this Constitution), and including the names of their Spiritual Director and Supervisor.

6.3 The Association has the following classes of membership who can be listed on the Association's online directory of Spiritual Directors:

- (a) Associate Members: being natural persons who have applied to become Associate Members in accordance with clause 6.1 and 6.2. Associate Members will not have voting rights, and are not eligible to be appointed to the Executive. Associate Members may attend General Meetings but do not count towards quorum and cannot request a motion be voted on.
- (b) Full Members: being natural persons who have applied to become Full Members in accordance with clause 6.1 and 6.2. Full Members have voting rights, will count towards quorum with respect to General Meetings and are eligible to be appointed to the Executive.

The Executive may add additional categories of membership as and when it deems this appropriate. Requirements and expectations of such categories of Members will be detailed in the Policy Book of the Executive.

6.4 A register of Members will be maintained by the Secretary in accordance with the provisions of the Act.

6.5 This register will include each current Member's:

- (a) full name;
- (b) physical and/or electronic address;
- (c) phone number;
- (d) date they became a Member;
- (e) class of Membership; and
- (f) subscriptions and fees paid (if any);
- (g) and, for any Member who has ceased to be a Member within the previous seven (7) years;
 - (i) the name of the Member; and
 - (ii) the date on which they ceased to be a Member.

6.6 It will be the responsibility of the Members to keep the Secretary informed of their contact details.

6.7 The Executive will appoint one (1) or up to three (3) contact persons by way of a majority resolution. This contact person could be an Executive Member, Officer, Member or employee of the Association, but must be at least 18 years of age and ordinarily resident in New Zealand. The Association must give notice to the Registrar of Incorporated Societies of any changes to the contact person/s.

Membership Subscriptions and Fees

6.8 The Executive may require Members of the Association to pay a subscription of such amount or amounts and by such date as may from time to time be fixed by a majority resolution of the Executive. The Executive by a majority resolution may impose a subscription on Members in different classes of membership. A Full Member is only entitled to exercise the rights of membership, including voting at

General Meetings, if all subscriptions and fees (if any) have been paid to the Association by their respective due dates.

- 6.9 The Executive may also require Members of the Association to pay a one-off fee for events, activities or similar, as determined from time to time by a majority resolution of the Executive.

7. CESSATION OF MEMBERSHIP/ TE PANANGA O TE MEMA MAI I TE

- 7.1 Any person may resign membership of the Association by giving oral or written notice to the Secretary.

- 7.2 The Secretary will maintain a record of any resignations, and retain this information in accordance with clause 6.5.

- 7.3 If membership fees or subscriptions (if any) have not been paid by a Member, a reminder Notice will be sent and if not honoured, membership will cease four (4) months after the due date of the fee or subscription.

- 7.4 Should a Member:

- (a) breach this Constitution or the Act; and/or
- (b) engage in misconduct which has brought the Association into disrepute or makes their membership in the Association undesirable; and/or
- (c) fail to abide by the standards of practice set out in the Covenant and the Code of Ethics (set out in Schedule Two of this Constitution),

the Executive of the Association has the right to terminate Membership after the process in Schedule One is followed. There will be no appeal against the Executive's decision to terminate membership.

- 7.5 In the case of serious malpractice, including professional boundary violations, the Member is personally responsible for his/her actions and personally liable for the consequences of those actions as indicated in the Covenant.

- 7.6 Membership will cease on the death of a Member. The cessation of their membership is effective from the date of death.

- 7.7 Membership will cease should a Member become mentally incapacitated.

- 7.8 Membership will cease should a Member be convicted of an indictable offence.

- 7.9 Any former Member whose membership lapsed under the provisions in 7.3 or 7.4 may apply for readmission to membership in the manner described for new applicants in section 6.1 at the discretion of the Executive.

8. GENERAL MEETINGS

- 8.1 Minutes must be kept for every General Meeting.

- 8.2 General Meetings may be conducted in person and/or by telephone conference, video conference or any similar means of electronic, audio or audio-visual communication, provided that the Members can hear each other well enough to follow the discussion throughout the meeting. Full Members present in accordance with this clause are eligible to vote and will be counted towards a quorum.

- 8.3 The quorum for a General Meeting will be one-fifth (1/5) of all Full Members.

- 8.4 The Executive will appoint the Chairperson from among the Executive Members by a majority resolution.

Annual General Meetings/ Nga Hui Whaingā

- 8.5 An Annual General Meeting will be held at least every year and be no later than six (6) months after the Association's balance date and no later than fifteen (15) months after the previous Annual General Meeting.
- 8.6 At least ten (10) Working Days' Notice of each Annual General Meeting will be given to Members by the Secretary at the current address for such Members recorded in the register of Members. The Notice will set out the time and place of the Annual General Meeting, along with the manner by which candidates can submit their written nominations in accordance with clause 9.8 and submit a Full Member motion in accordance with clause 8.10.
- 8.7 At least five (5) Working Days prior to the Annual General Meeting, the Executive will give Notice setting out sufficient detail of the business to be discussed at the Annual General Meeting, including any Full Member or Executive motions to be voted on, the manner of submitting a vote by post or electronic means and the details of candidates for election to the Executive.
- 8.8 At the Annual General Meeting the Executive must present:
- (a) an annual report on the operations and affairs of the Association during the most recently completed accounting period;
 - (b) the financial statements of the Association for that period; and
 - (c) notice of the disclosures, or types of disclosures, made under section 63 of the Act (disclosure of interests) during that period (including a brief summary of the matters, or types of matters, to which those disclosures relate).
- 8.9 The Executive may put forward motions for the Association to vote on, which will be notified to Members in accordance with clause 8.7.
- 8.10 A Full Member may request that a motion be voted on at an Annual General Meeting by giving Notice to the Executive at least ten (10) Working Days before that Annual General Meeting. The Full Member may also provide information in support of that motion. Notice of a Full Member motion must be given to Members in accordance with clause 8.7.

Special General Meetings/Nga Hui Ohore

- 8.11 Special General Meetings may be called at any time by:
- (a) authorisation at a General Meeting or by the Executive;
 - (b) written request made by at least ten (10) Full Members and delivered to the Secretary.
 - (c) in accordance with clause 9.18.
- 8.12 The resolution or written request must set out the business to be dealt with at the Special General Meeting and any motion to be voted on. Where a Special General Meeting is called in accordance with clause 8.11(b) the Special General Meeting must be held within thirty (30) Working Days of the Secretary's receipt of the request.
- 8.13 At least ten (10) Working Days prior to the Special General Meeting, the Executive will give written Notice of the Special General Meeting to all Members, with sufficient detail of the business to be discussed at the Special General Meeting and any motion to be voted on, along with the manner of submitting a vote by post or electronic means.

- 8.14 A Special General Meeting will only consider business related to the reason for which it is called, as notified to the Members.

Voting

- 8.15 Each Full Member of the Association present at a General Meeting is entitled to one (1) vote on any matter being voted on.
- 8.16 Votes may be cast by voices or by show of hands or, on demand of the Chairperson or by two (2) or more Full Members present, by secret ballot. The Chairperson will determine the most appropriate equivalent electronic voting method for those Members attending the General Meeting in accordance with clause 8.2.
- 8.17 In the event of a tied vote, the Chairperson will not have a casting vote.
- 8.18 Subject to this Constitution, the number of votes required to reach any decision will be a majority of the Full Members present and entitled to vote at the General Meeting.
- 8.19 Proxy votes and votes by electronic means are not permitted for General Meetings.

9. EXECUTIVE COMMITTEE/TE KOMITI WHAKAHAERE

- 9.1 The operation and affairs of the Association must be managed by, or under the direction or supervision of, the Executive. The Executive has all of the powers necessary for managing, and for directing and supervising the management of, the operation and affairs of the Association, and are accountable to the Members for the implementation of the policies of the association as approved by any General Meeting or as found in the ACSD Policy documents and Operating Manual.
- 9.2 The Executive will be composed of a minimum of six (6) and a maximum of eight (8) elected Full Members and a Secretary appointed in accordance with clause 9.6.
- 9.3 Members of the Executive and any Secretary or Treasurer will be refunded their travelling expenses for attendance at Executive Meeting.
- 9.4 The Executive has the power to edit and change documents in the Association's Policy and Operating Manual, as long as the underlying meaning of the words at questions is not changed. Other changes to Association Policy documents must be approved at a General Meeting.

Appointment and Election

- 9.5 Prior to election, every Officer (including every Executive Member) must consent in writing to becoming an Officer and certify that they are not disqualified from being elected or appointed under this Constitution or section 47(3) of the Act.
- 9.6 The Secretary is appointed by the Executive. They do not need to be a Member of the Association. The Secretary may have voting rights and count towards quorum if they are a Full Member.
- 9.7 Nominations for elected positions on the Executive are by way of a written nomination signed by a current Full Member and endorsed with the consent of the nominee and given to the incumbent Secretary at least seven (7) days before the day fixed for the Annual General Meeting.
- 9.8 If there are insufficient nominations to fill the vacant positions on the Executive, oral nominations may be received at the Annual General Meeting, provided that any Full Member elected has consented to being nominated.
- 9.9 The Executive will have the power to fill any places vacant following the Annual General Meeting, or any vacancy that arises in the Executive or among its named Executive Members by co-opting any Full Member who would qualify as an Executive Member under clauses 9.2 and 9.5. The co-opted Executive

Member's term will expire at the next Annual General Meeting at which the co-opted Executive Member will be eligible for re-election in accordance with clause 9.

Miscellaneous

- 9.10 Each Executive Member will be elected for a term of four (4) years and can to renew their election or appointment for a further two (2) terms each of which being two (2) years, subject to appointment or election in accordance with clause 9.

Removal of an Executive Member

- 9.11 An Executive Member will cease to hold the office of the Executive if the Executive Member:
- (a) dies;
 - (b) retires or resigns as a Executive Member by giving prior Notice of resignation to the Secretary;
 - (c) becomes disqualified to be an officer of a charity in accordance with the Charities Act 2005;
 - (d) becomes disqualified to be an Officer in accordance with the Act; or
 - (e) otherwise becomes disqualified to be an Executive Member of the Association in accordance with this Constitution.
- 9.12 If an Executive Member does not attend three (3) consecutive Executive meetings without leave of absence that Executive Member may, at the discretion and on decision of the Executive be removed from the Executive, through a majority resolution.

Executive Meeting Procedures

- 9.13 Meetings may be conducted in person and/or by telephone conference, video conference or any similar means of electronic, audio or audio-visual communication, provided that the Executive Members can hear each other well enough to follow the discussion throughout the meeting. Executive Members present in accordance with this clause are eligible to vote and will be counted towards a quorum.
- 9.14 The quorum for an Executive meeting is at least half (1/2) of the Executive present in accordance with 9.13.
- 9.15 The Executive will appoint a chairperson from among themselves. Where this role is rotated, the chairperson at the last Executive meeting will fulfil the responsibilities of this office until the next Executive meeting.
- 9.16 The Executive will meet at least two (2) times every year. Meetings may be held in person or by any other means of communicating as decided on by the Executive from time to time. All members of the Executive, including office-bearers, will be given at least five (5) Working Days' Notice of the meeting by the Secretary, verbally or in writing.
- 9.17 The Secretary will record the proceedings of Executive meetings and ensure that minutes are maintained which is available to any Member of the Association and which, for each meeting of the Executive, records
- (a) the names of those present;
 - (b) all decisions which are required by the constitution or by law to be made by the Association and
 - (c) any other matters discussed at the meeting.

- 9.18 Where half (1/2) or more of the Executive Members present at the meeting are not eligible to vote on a matter because they are interested in the matter in accordance with the Act, the remaining Executive Members may vote on the matter. Where only one (1) Executive Member remains, a Special General Meeting of the Association must be called to determine the matter.
- 9.19 The Executive will at all times be bound by the decisions of the Members at General Meetings.
- 9.20 Subject to this Constitution and the Act, each Executive Member will be entitled to one (1) vote on any matter being voted on by the Executive.
- 9.21 All questions will, if possible, be decided by consensus. In the event that a consensus cannot be reached then a decision will be made by a majority vote of Executive Members by show of hands.
- 9.22 In the event of a tied vote, the Chairperson will not have a casting vote.

The Employment of Staff

- 9.23 The Executive will ensure that the Association employs administrative staff to ensure efficient servicing of its business, and will provide a job specification for any such position which clearly outlines term of office, specific duties and outcomes for the position.
- 9.24 The Executive will advertise the position and conduct a fair and open employment process.
- 9.25 Any staff member will attend specified Executive meetings but will not have a vote at such meeting or General Meetings.
- 9.26 The payment to any such staff person shall be reasonable and relative to that which would be paid in the open market with minimum of the living wage.

10. INCOME, BENEFIT OR ADVANTAGE TO BE APPLIED TO OBJECTIVES/KO NG A RAWA HEI PAINGA MO TE IWI

- 10.1 Any income, benefit or advantage will be applied to the objectives of the Association.
- 10.2 The Executive must not pay, provide or allow to be derived any benefit or advantage of any kind referred to in sections CW42(1)(c) and CW42(3)-(8) of the Income Tax Act 2007 to or by any person who has some control over any business carried on by, for, or for the benefit of the Association (as defined in section CW42 of the Income Tax Act 2007) in circumstances that would disqualify the Association or any company owned by or business carried on by the Association from the benefit of exempt status under section CW42 of the Income Tax Act 2007 (or any statutory replacement or equivalent).
- 10.3 The provision and effect of this clause shall not be removed from this Constitution and shall be implied in any document replacing this constitution.

11. POWER TO DELEGATE/TURU TAKETAKE

- 11.1 The Executive may from time to time appoint any committee and may delegate any of its powers and duties to any such committee or to any person. The committee or person may without confirmation by the Executive exercise or perform the delegated powers or duties in the same way and with the same effect as the Executive could itself have done.
- 11.2 Any committee or person to whom the Executive has delegated powers or duties will be bound by the Objects of the Association as set out in clause 4 and any terms or conditions of the delegation set by the Executive, and any other terms of this document.

11.3 The Executive will be able to revoke such delegation at will, and no such delegation will prevent the exercise of any power or the performance of any duty by the Executive.

11.4 It will not be necessary for any person who is appointed as a member of any such committee, or any person to whom such delegation is made, to be a Member of the Association

12. FINANCIAL ARRANGEMENTS/WHAKARITE PŪTEA

12.1 The financial year of the Association will be from 30 June to 1 July the following year.

12.2 A designated person will be appointed Treasurer. This may be incorporated as specified into a Secretary/Treasurer position.

12.3 The Treasurer shall keep books of account as may be necessary to provide a true record of the Association's financial position to each Executive meeting and present a current statement of accounts to the Annual General Meeting.

12.4 At the first meeting of the Executive following each Annual General Meeting, the Executive may decide by resolution the following:

- (a) how money will be received by the Association;
- (b) who will be entitled to produce receipts;
- (c) what bank accounts will operate for the ensuing year, including the purposes of and access to such accounts; and
- (d) policy concerning the investment of money by the Association, including what type of investment will be permitted.

12.5 Members of the Executive will be entitled to be reimbursed by the Association for any reasonable actual expenses incurred by them on behalf of the Association as approved by resolution of the Executive.

12.6 The Executive will arrange for the accounts of the Association for each financial year to be reviewed by a person who is not a Member of the Association and who meets the requirements for such a process as determined by the Charities Commission.

13. INDEMNITY/INIHUATIA

13.1 With the exception of wilful default, the Association may, with the authority of the Executive, indemnify and/or obtain insurance for an Officer for:

- (a) liability (other than criminal liability) for a failure to comply with:
 - (i) a duty under section 54 to 61 of the Act (officers' duties); or
 - (ii) any other duty imposed on an officer in their capacity as an officer of the Association; and/or
- (b) costs incurred by the officer for any claim or proceeding related to a liability under clause 13.1(a).

13.2 The Association may indemnify or obtain insurance for an Officer, Member or employee in accordance with the Act.

14. ALTERATION OF RULES/TE WHAKAREREKĒTANGA TURE

14.1 Subject to statute, these Rules and the resolutions of General Meetings, the decision of the Executive on the interpretation of these Rules and all matters dealt with by it in accordance with these Rules and on matters not provided for in these Rules shall be final and binding on all Members.

14.2 The Association may amend this Constitution by a resolution passed in writing by three-quarters (3/4) of Full Members who are present and entitled to vote at a General Meeting.

15. DISPUTE RESOLUTION PROCEDURES

The Association's dispute resolution procedures are set out as Schedule One of this Constitution, forming part of this Constitution.

16. ACTIVITIES LIMITED TO NEW ZEALAND/NGA MAHI KI AOTEAROA ANAKE

16.1 The activities of the Association will be limited to Aotearoa/New Zealand.

17. REQUEST FOR REMOVAL FROM REGISTER OR LIQUIDATION OF ASSOCIATION

17.1 If at any time the Association becomes non-operational or it is desirable for the Association to be wound up and cease to operate, a resolution regarding the disposal of surplus assets (if applicable) must be made under clause 18 of this Constitution and under the power given to the Association in section 215 of the Act. The Association may then request to be removed from the register in accordance with section 176(1)(a) of the Act. A resolution authorising a request for the Association's removal from the register must be made in accordance with clause 17.3 The resolutions described in this clause may be made at the same meeting of the Association.

17.2 The Association may be put into liquidation by first resolving to appoint a liquidator in accordance with clause 17.3. A resolution regarding the disposal of surplus assets must then be made in accordance with clause 18.

17.3 The Association may resolve to authorise a request for the Association's removal from the register or to appoint a liquidator in accordance with the provisions of Part 5 of the Act subject to the following modifications:

- (a) the Executive must give at least ten (10) Working Days' Notice of the General Meeting of all the Members at which the resolution is to be considered;
- (b) the Notice must include the matters required under section 228(4) of the Act; and
- (c) the resolution must be passed by a three-quarter (3/4) majority of the Full Members present.

18. DISPOSITION OF SURPLUS ASSETS/TE TUKU TOENGA RAWA

18.1 On a Full Member vote in accordance with clause 17.1 or 17.2, any remaining portion of the Association's funds or the net proceeds arising from the sale of the assets of the Association must be applied, after payments of all liabilities, towards such charitable entities in New Zealand whose purposes align with the Purposes of the Association as may be determined by a three-quarter (3/4) majority of the Full Members in accordance with clause 18.2

18.2 A resolution providing for the disposal of the Association's surplus assets must be made in accordance with the provisions of Part 5 of the Act subject to the following modifications:

- (a) the Executive must give at least ten (10) Working Days' Notice of the General Meeting of all the Members at which the resolution is to be considered;
- (b) the Notice must include the matters required under section 228(4) of the Act;
- (c) the resolution must be passed by a three-quarter (3/4) majority of the Full Members present and entitled to vote; and
- (d) the resolution must set out which charitable entities the Association's surplus assets will be applied to in accordance with clause 18.1.

18.3 To be clear, a resolution under this clause 18 may be made at the same General Meeting as a resolution under clause 17.

19. **CONTRACTING METHOD**

19.1 Documents will be executed for the Association pursuant to a resolution of the Executive, and the Association may enter into contracts by two (2) Executive Members signing under the name of the Association and any other method approved in the Act.

SCHEDULE ONE: DISPUTE RESOLUTION PROCEDURES

1. Introduction

1.1 Subject to clause 1.2 below, the Dispute Resolution Procedures set out in this Schedule One are intended to apply to disputes between:

- (a) Members of the Association;
- (b) Officers of the Association; and/or
- (c) the Association itself.

The Dispute Resolution Procedures are intended to resolve disputes between the persons or groups of persons in relation to the Association and its activities.

1.2 Where a complaint is to be made by or against an employee in their capacity as an employee of the Association, then the complaints procedure set out in the employee's employment agreement must be followed.

2. How a Complaint is Made

2.1 A Member or Officer may make a complaint by giving to the Executive a Notice in writing that:

- (a) states that the Member or Officer is starting a procedure for resolving a dispute in accordance with the Association's Constitution; and
- (b) sets out the allegation to which the dispute relates and whom the allegation is against. This must be enough to ensure the Member or Officer is fairly advised of the allegation concerning them, with sufficient details given to enable them to prepare a response.

2.2 The Association may make a complaint involving an allegation against a Member or an Officer by giving to the Member or Officer a Notice in writing that:

- (a) states that the Association is starting a procedure for resolving a dispute in accordance with the Association's Constitution; and
- (b) sets out the allegation to which the dispute relates. This must be detailed enough to ensure the Member or Officer is fairly advised of the allegation concerning them, with sufficient details given to enable them to prepare a response.

2.3 The terms dispute and complaint are to be interpreted in accordance with section 38 of the Act.

3. Investigating and Determining a Dispute

3.1 The Executive must, as soon as reasonably practicable after receiving or becoming aware of a complaint made in accordance with this policy, ensure that the dispute is investigated and determined.

3.2 In the interests of resolving disputes in a fair, efficient and effective manner, the most senior member of the Executive with no personal interest in the dispute ("the Elector") will determine how the dispute will be dealt with. This can include:

- (a) appoint an external person to investigate and report; or
- (b) with the consent of all parties to a complaint, initiate a mediation between the parties and appoint an appropriate mediator; or
- (c) appoint an external person to investigate and make a decision; or

- (d) appoint an appropriate arbitrator to determine the dispute under the Arbitration Act 1996, including schedules 1 and 2.
- 3.3 Despite clause 3.2, the Elector may, without hearing from any person, decide not to proceed further with a complaint if:
 - (a) the complaint is trivial; or
 - (b) the complaint does not appear to disclose or involve any allegation of the following kind:
 - (i) that a Member or an Officer has engaged in material misconduct;
 - (ii) that a Member, an Officer, or the Association has materially breached, or is likely to materially breach, a duty under the Association's constitution or the Act; or
 - (iii) that a Member's rights or interests or a Member's rights or interests generally have been materially damaged; or
 - (c) the complaint appears to be without foundation or there is no apparent evidence to support it; or
 - (d) the person who makes the complaint has an insignificant interest in the matter; or
 - (e) the conduct, incident, event, or issue giving rise to the complaint has already been investigated and dealt with under the Constitution; or
 - (f) there has been an undue delay in making the complaint.
- 3.4 While not binding on the Elector, the Association agrees that the following categories of disputes should be resolved as follows:
 - (a) where the dispute involves issues of personal animosity or where relationships within the Association have broken down, the dispute should go to mediation;
 - (b) where the dispute concerns interpretation of the Association's Constitution or the Association's statutory obligations, an independent lawyer should be appointed to investigate and provide a report;
 - (c) where the dispute concerns matters about the financial operations of the Association, an external person with accounting skills should be appointed to investigate and provide a report; and
 - (d) where the dispute concerns operational matters, an external person should be appointed to investigate and provide a report.
- 3.5 Before making a decision under clause 3.2, the Elector may request further information from the Executive, the complainant and/or any person who is the subject of the complaint.
- 3.6 Where an external party is appointed to provide a report, that report should be provided to the Executive, the complainant and any person who is the subject of the complaint ("the parties"). After reviewing the report, the parties will then meet to discuss whether:
 - (a) the Association will take any steps in light of the report-writer's findings; and
 - (b) the parties agree that those steps (if any) will resolve the dispute.
- 3.7 If the Elector initiates the steps under clause 3.2(a) or 3.2(b) and that is insufficient to resolve the matter, the Elector may then initiate any of the other options under clause 3.2.

- 3.8 A person may not act as a decision maker in relation to a complaint if the majority of Officers of the Executive consider that there are reasonable grounds to believe that that person may not be impartial or able to consider the matter without a predetermined view.
- 3.9 An external person appointed under clause 3.2(a) or 3.2(c) may, inter alia:
- (a) call for written submissions from all relevant parties;
 - (b) call for specific evidence from the Association or any relevant party; and/or
 - (c) prepare an interim report and circulate it to the relevant parties for their comments.
- 3.10 In addition to the powers under clause 3.9, an external person appointed under clause 3.2(c) may also determine whether to hold an oral hearing involving all relevant parties and (if so) determine whether those parties can be represented by a lawyer.
- 3.11 A decision reached by an external person appointed under 3.2(c) will not be subject to an appeal to or a review by the courts of New Zealand.
4. Person Who Makes a Complaint Has a Right to be Heard
- 4.1 A Member or Officer who makes a complaint has a right to be heard before the complaint is resolved or any outcome is determined, subject to clause 3.3.
- 4.2 If the Association makes a complaint:
- (a) the Association has a right to be heard before the complaint is resolved or any outcome is determined; and
 - (b) an Officer may exercise the right on behalf of the Association.
- 4.3 Without limiting the manner in which the Member, Officer, or Association may be given the right to be heard, they must be taken to have been given the right if:
- (a) they have a reasonable opportunity to be heard in writing or at an oral hearing (if one is held); and
 - (b) an oral hearing is held if the decision maker considers that an oral hearing is needed to ensure an adequate hearing; and
 - (c) an oral hearing (if any) is held before the decision maker; and
 - (d) their written statement or submissions (if any) are considered by the decision maker.
5. Person Who is Subject of a Complaint has a Right to be Heard
- 5.1 Clauses 5.2 and 5.3 apply if the complaint involves an allegation that a Member, an Officer, or the Association (the “respondent”):
- (a) has engaged in misconduct; or
 - (b) has breached, or is likely to breach, a duty under the Association’s Constitution or the Act; or
 - (c) has damaged the rights or interests of a Member or the rights or interests of Members generally.
- 5.2 The respondent has a right to be heard before the complaint is resolved or any outcome is determined. If the respondent is the Association, an Officer may exercise the right on behalf of the Association.

5.3 Without limiting the manner in which a respondent may be given a right to be heard, the respondent must be taken to have been given the right to be heard if:

- (a) the respondent is fairly advised of all allegations concerning the respondent, with sufficient details and time given to enable the respondent to prepare a response; and
- (b) the respondent has a reasonable opportunity to be heard in writing or at an oral hearing (if one is held); and
- (c) an oral hearing is held if the decision maker considers that an oral hearing is needed to ensure an adequate hearing; and
- (d) an oral hearing (if any) is held before the decision maker; and
- (e) the respondent's written statement or submissions (if any) is considered by the decision maker.

SCHEDULE TWO: CODE OF ETHICS

Purpose: This Code of Ethics states the required standard for responsible conduct by Members of the Association of Christian Spiritual Directors Inc.

Responsibilities of Directors for their Own Training and On-going Formation

The Member commits themselves to:

1. Increasing their professional knowledge and insight by: on-going study and education in Scripture, Christian faith and teaching, Christian ethics, spirituality and prayer and in the human sciences
2. Developing professional competence and accountability by:
 - (a) On-going practice of interpersonal skills and exercise of abilities of rapport building and discernment an openness to God's grace in their work
 - (b) An openness to God's grace in their work
 - (c) Regular supervision of their work by a qualified and competent person, or in a peer group of qualified and competent directors. The focus of such supervision is to be on the director and the integration of their personal development.
3. Fostering a healthy growth in their own spiritual life by:
 - (a) practicing personal disciplines of prayer love and detachment
 - (b) openness to the Holy Spirit
 - (c) a contemplative reflection on their own experience
 - (d) engaging in regular spiritual direction as a directee
 - (e) maintaining a responsible relationship to a faith community

Responsibilities of Directors to their Directee(s)

1. The member commits themselves to:
 - (a) Initiate and establish agreements with directees about the
 - (b) nature of spiritual direction
 - (c) roles of director and directee
 - (d) length and frequency of direction sessions
 - (e) remuneration to be given to the director
 - (f) procedure for on-going mutual evaluation of the relationship
2. Respect the directee's
 - (a) right to confidentiality except where a directee becomes a threat to themselves or to others

- (b) Vulnerability
 - (c) moral, religious and spiritual values – refraining from imposing their own values on the directee
 - (d) privacy - not inappropriately probing any directee for information that s/he is reluctant to share
 - (e) boundaries – not engaging in inappropriate behaviour of a physical or emotional nature.
3. Such inappropriate behaviour includes
- (a) Spiritual abuse – use of the director’s own spiritual insights and experience to manipulate or control the directee
 - (b) Professional sexual abuse – sexual gratification of the director or directee through inappropriate contact – verbal, emotional, physical, or other, between them.
4. be sensitive to the need to refer a directee to a qualified counsellor or psychotherapist, such instances including when a directee:
- (a) is experiencing a serious psychological or emotional disorder
 - (b) needs more time to explore some life issues, e.g. a marital problem
 - (c) would benefit from specific therapies, e.g. to aid resolution of earlier experiences such as sexual, physical or emotional abuse

Responsibilities of Directors to Other Members of the Association

The Member commits themselves to:

- 1. Respect and honour other Members of the Association
- 2. Encourage them to uphold the required standards of the Association as set out in the Membership Covenant and Code of Ethics.
- 3. Respond to a perceived breach of this Covenant and Code in the spirit of the Christian Gospel by:
 - (i) drawing the perceived breach to the attention of the member concerned
 - (ii) Referring the matter to the Executive if the perceived breach continues.

SCHEDULE THREE: MEMBERSHIP COVENANT

Introduction – Who are we?

The Association is a group of Christian Spiritual Directors in Aotearoa-New Zealand. It is approved as a non-profit body in accordance with section 61(34) of the Income Tax Act 1976.

Membership of the Association is open to people who:

1. Come from many denominations and faith communities throughout Aotearoa-New Zealand;
2. Have satisfied the executive of the Association that they have had adequate training and supervised practice as a Christian Spiritual Director.
3. Accept the need for regular
 - a. Personal spiritual direction
 - b. Supervision of their spiritual direction work
 - c. Ongoing formation and training
4. Have covenanted with the Association as attached.

Definition of Christian Spiritual Direction

Christian spiritual direction is a pastoral ministry in which one person helps another to:

- pay attention to God's personal communication to them
- respond to and grow in intimacy with God
- live out the consequences of this relationship

Christian spiritual direction is based on God's covenantal relationship with people in Jesus Christ. Covenant speaks of mutual respect, trust and faithfulness and has a sacred character.

Therefore Christian spiritual direction requires a commitment to minister to a person with a Christ-like love and respect for his or her dignity, value and destiny.

Covenant: I _____ covenant as follows:

(Print name)

1. I accept the definition of Christian spiritual direction as stated above
2. I believe that:
 - a. God communicates directly with individual people, alone and in community with others;
 - b. This communication takes place in the context of a person's life and faith experience;

- c. This communication is brought to awareness in contemplation and personal reflection;
 - d. Dialogue about this communication encourages growth.
3. I recognise that the primary focus for spiritual direction should always be on the significance of God's presence in the life events of a directee and how he or she can better learn to discern the unique voice of God within themselves.
 4. I recognise that the foundation and energy of this covenant is God's grace and acknowledge that My commitment to prayer is an essential element of this covenant.
 5. I accept that should I fail to recognise and abide by the standards of practice set out in this Covenant and the annexed Code of Ethics the Executive of the Association has the right to terminate my membership following appropriate discussion with me.
 6. I accept that notice of termination of membership will be given in writing and there shall be no appeal from the Executive's decision.
 7. I accept that in the case of serious malpractice by me, including professional sexual abuse, I am personally responsible for my actions.
 8. I accept the Code of Ethics set out in Schedule 2 to this document, commit myself to that Code of Ethics and agree to be bound by it.
 9. I recognise that my annual application for renewal of my membership (by Subscription and the addition of the signed declaration from both my spiritual director and supervisor) is a renewal of this Covenant.

I am receiving REGULAR SUPERVISION from the person below for my ministry as a spiritual director

Print name

Email

I am receiving REGULAR SPIRITUAL DIRECTION from

Print name

Email

Signed by member _____ Date _____