

RELATIONSHIP ARRANGEMENTS

Methodist Ladies' College Limited
&
Uniting Church in Australia -
Synod of Victoria and Tasmania

Original Drafting by Robert Turner
Synod of Victoria and Tasmania Legal Practitioner
2014

PARTIES

- 1 UNITING CHURCH IN AUSTRALIA acting through its SYNOD OF VICTORIA AND TASMANIA**
of Level 2, 130 Lonsdale Street MELBOURNE VIC 3000
("Church")
- 2 METHODIST LADIES' COLLEGE**
of 207 Barkers Road KEW VIC 3101
("College")

BACKGROUND

- A Methodist Ladies' College (MLC) was founded by the Methodist Church in 1882 as a 'modern school of the first order'.
- B The goal of its founders was to provide a high-class Christian education for girls.
- C In 1982, the College was incorporated as a public company for educational purposes in connection with the Uniting Church in Australia Synod of Victoria.
- D In June 2015 the College adopted a new Constitution which removed any legal or constitutional connection between the College and the Church. This was a position agreed by both parties and confirms that the Church has no formal governance role in, or decision-making authority over, the College.
- E The preamble to the College Constitution recognises the heritage and continuing ethos of the College and reflects the historical relationship with the Church.
- F The College is committed to providing a challenging, enriching and supportive learning environment, which develops confident and articulate young women who have the skills, knowledge, values and attitudes needed to shape their future and contribute meaningfully to the community.
- G The College is committed to remaining at the forefront of education and maintaining its Christian heritage while respecting the spirituality and other faiths of the community.

NATURE OF THESE ARRANGEMENTS

1. These Arrangements are not intended to be legally binding on the College or the Church and are intended to set forth the good faith understandings of the College and the Church as to the relationship between them.

MUTUAL INVOLVEMENT OF THE CHURCH AND COLLEGE

2. Reflective of the mutual interests of the parties in recognising the College's Christian heritage, each party may extend invitations to the other for appropriate personnel to

attend significant events in the life of that party. Such events may include gatherings of schools with a Uniting Church heritage that are convened by the Church and consultations on matters in which the College may still have an interest.

3. The College Principal will continue to be open to possible involvement of College students in learning programs of the Church (such as social justice programs) where such programs align with the College's approach to spiritual development, community engagement or wellbeing.
4. Consultation may occur in the event of a College Chaplaincy vacancy to identify whether suitable Ordained or Lay members of the Church may have appropriate skills to fill the vacancy and whether the arrangements for the appointment of such a candidate are mutually suitable.
5. The College and Church may engage with each other to identify opportunities for the Church to support the College Chaplains in their professional and personal development, if there are suitable and sustainable ways to do this.
6. Notwithstanding clauses 3, 4 and 5 above, these Arrangements do not compel either party to maintain resources to service potential future activities. Where it is identified that there is the potential for the parties to work together in a particular area this will be the subject of a separate agreement in each case.

STYLING OF THE RELATIONSHIP

7. At the specific request of the Church, upon these Arrangements first coming into effect the College ceased referring to MLC as "A School of the Uniting Church".
8. Neither Party will use any of the other Party's trademark devices except by appropriate arrangement.

TERM AND TERMINATION

9. These Arrangements take effect once signed by both parties and replace any other relationship agreement that may exist between the parties.
10. The Arrangements will continue until such time as:
 - (a) they are replaced by another set of Arrangements mutually agreed between the parties; or
 - (b) either party provides notice to the other party that it wishes to terminate the Arrangements
11. If these Arrangements remain in effect three years after coming into effect, the parties will review the Arrangements and either replace or terminate them by means of

clause 10 or exchange correspondence to continue these Arrangements for a further three year period.

DISPUTE RESOLUTION

12. The parties will use their best endeavours to resolve any dispute or difference arising in connection with these Arrangements.
- (a) In the case of the Church, this includes escalating the issue to the Moderator
- (b) In the case of the College, this includes escalating the issue to the Chair.
13. Either party may give notice to the other party of a desire to enter into a mediation process in order to bring any outstanding matters to resolution.

PROTOCOLS FOR COMMUNICATION

14. In general, the parties are willing to hold meetings or undertake communications between their representatives on an occasional, ad-hoc basis where issues of mutual interest arise that would be best addressed by such meetings or communication.
15. Each party will respect the mutually beneficial relationship both parties share and will not make any public statement that could draw into question the integrity of the other party.
16. Should either party be asked specifically to comment on the other's activities, no written or verbal comment will be made without prior consultation between the parties.


CONTACT DETAILS

17. Details of each party's Contacts are set out in Schedule A.

Signed on behalf of **Uniting Church in
Australia Synod of Victoria and Tasmania**
of 130 Little Collins Street
MELBOURNE VIC 3000


.....
Rev David Fotheringham, Moderator

Signed on behalf of **Methodist Ladies'
College**
of 207 Barkers Road KEW VIC 3101


.....

Simon Martin, Chair

Dated: 28 February 2023

SCHEDULE A- contacts

The contacts for each party are as follows:

College

Name James Berry
Position Director of Corporate Services
Address 207 Barkers Road KEW VIC 3101
Email berryjm@mlc.vic.edu.au

Name Julia Shea
Position Principal and Director
Address 207 Barkers Road KEW VIC 3101
Email vernondc@mlc.vic.edu.au

Church

Name Rev Dr Mark Lawrence
Position General Secretary Synod of Victoria and Tasmania
Address Level 2, 130 Lonsdale Street MELBOURNE VIC 3000
Email mark.lawrence@victas.uca.org.au

Name Adrian Pyle
Position Director: Relationships and Connections, Synod of Victoria and Tasmania
Address 29 College Crescent PARKVILLE VIC 3052
Email adrian.pyle@victas.uca.org.au