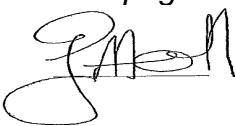


Annexure A

This is the annexure of 7 pages marked "A" referred to in the Form 5 signed by me and



dated 08/05/2015



CONSTITUTION

OF

ST. ANDREW'S

GRAMMAR

INCORPORATED



ST. ANDREW'S GRAMMAR INC.

Constitution

February 2015

1. NAME

- 1.1 The name of this Association shall be "ST. ANDREW'S GRAMMAR INC." ("the School")

2. OBJECTS

- 2.1 To put in place the necessary guidelines for the Principal and teaching staff of the School to achieve a school of excellence in all endeavor, making certain to maintain the Greek heritage in all spheres of activity.
- 2.2 To establish and permanently maintain the teaching of the Modern Greek language in the school's curriculum.
- 2.3 To maintain the buildings, playing fields and other amenities of the School and to recommend to the Hellenic Community of Western Australia Incorporated, as and when the need arises, a request to construct additional facilities, such recommendation must be accompanied with a thoroughly researched detailed plan demonstrating viability.
- 2.4 To liaise and maintain contact with other private, church or ethnic schools so as to cultivate cross-fertilization of endeavors.
- 2.5 To liaise with the Hellenic Community of Western Australia Incorporated and St. Andrew's Grammar Parents and Friends Association in fundraising activities for the School.
- 2.6 To facilitate the establishment, planning and management of the School a School Board is constituted.

3. NON PROFIT ORGANISATION

- 3.1 All moneys and property received or derived in connection with the Association shall be applied solely towards the promotion of the objects of the Association, and no portion thereof shall be applied or transferred directly or indirectly by any means whatsoever by way of profit to members of the Association, provided that nothing herein shall prevent the payment in good faith to any person, including a member or employee of the Association:
- 3.1.1 of reasonable and proper remuneration in return for any services actually rendered to the Association;
- 3.1.2 for goods supplied in the ordinary and usual conduct of the Association;

- 3.1.3 of interest at rates not exceeding those for the time being prevailing in the community on money borrowed for the objects of the Association;
- 3.1.4 Of reasonable and proper rent for premises demised or let to the Association for the objects of the Association.

4. AFFILIATION

- 4.1 The School shall be affiliated with the Hellenic Community of Western Australia Incorporated (“the Community”) and shall cause to be shown on all its stationery where the name of the School appears “under the auspices of the Hellenic Community of WA Inc”.

5. MEMBERS

- 5.1 The Members of St. Andrews Grammar School Inc shall be the Members of the Committee of Management of the Hellenic Community of Western Australia.

6. REGISTER OF MEMBERS OF ASSOCIATION

- 6.1 The Association shall keep and maintain a register of members at the registered office of the Association.
- 6.2 The Association shall cause the name of a person who dies or who ceases to be a member pursuant to any other clause to be removed from the register.

7. INSPECTION OF RECORDS, ETC. OF ASSOCIATION

- 7.1 A member may at any reasonable time inspect without charge at the registered office of the Association the books, documents, records and securities of the Association.

8. ADMINISTRATION

- 8.1 The management of the School shall vest in a School Board which shall comprise the following:
 - 8.1.1 five persons nominated by St Andrew’s Grammar Inc, three of whom must be financial members of the Hellenic Community of Western Australia Inc.
 - 8.1.2 one person nominated by St. Andrew’s Grammar Parents and Friends Association;
 - 8.1.3 the following persons shall be members of the School Board;
 - 8.1.3.1 the Principal of the School as an ex-officio member;
 - 8.1.3.2 the President of the Community and St. Andrew’s Grammar Parents and Friends Association or their representatives.
 - 8.1.3.3 a representative of the Greek Orthodox Archdiocese of Australia, nominated by the Archbishop of Australia;

8.1.3.4 An additional representative appointed by and at the discretion of SAG Inc. who may be the Consul of Greece for Western Australia

Each, except the Principal of the School, shall have voting rights.

- 8.2** In the event that the Archbishop of Australia declines to nominate a representative under clause 8.1.3.3 then it shall be the prerogative of the Association to nominate a person in his place who shall not be considered as the representative of the Greek Orthodox Archdiocese of Australia and remain in office until such time as a person is nominated by the Archbishop or for two years at which time the Association may re-nominate that person or nominate another.
- 8.3** The term of office of those persons appointed to the School Board under clause 8.1.1 and 8.1.2 shall be two years.
- 8.4** At the completion of every second School year the member appointed under clause 8.1.2 and one of the members appointed under 8.1.1 shall retire:
- 8.4.1** at the completion of the first school year and every second year thereafter the other 2 members appointed under clause 8.1.1 shall retire;
- 8.4.2** no later than 31 December in each year the Association and St Andrew's Grammar Parents' and Friends' Association must nominate the persons to replace those who retired. The nominated persons can be any of those retiring.
- 8.5** The School Board shall by secret ballot elect its own Chairman from those members appointed under clause 8.1.1 and 8.1.2. The Chairman's term of office shall be two years and if reappointed to the School Board can be re-elected for another term. The election of the Chairman shall be conducted at the end of each two years on the completion of the School year.
- 8.6** The Chairman of the School Board shall have a deliberative vote as well as the right to exercise a casting vote when necessary.
- 8.7** The School Board shall meet once at least in every calendar month. Six members of the School Board shall constitute a quorum. Four days notice at least of every meeting of the School Board shall be given to each member and the accidental omission to give any notice or the non-receipt of any notice shall not affect the validity of the proceedings of the meeting.
- 8.8** All meetings of the School Board shall be presided over by the Chairman or failing him such other member of the School Board as the School Board shall appoint for that meeting.
- 8.9** On a written request to the Chairman signed by four (4) members of the School Board setting forth the object thereof, the Chairman shall call a School board meeting to be held as soon as possible after such requisition has been presented. If no quorum is then present, the meeting shall lapse.
- 8.10** If a School Board member is absent from three consecutive regular monthly meetings without first having obtained leave of absence from the School Board then

that member shall automatically be disqualified from the School Board and their appointment to the School Board terminated.

- 8.11** If a vacancy occurs on the School board such vacancy shall be filled by reference to Clause 8.1.1, 8.1.2, 8.1.3 and 8.2.
- 8.12** Board Members are appointed on the basis of the relevant skills and competencies they are able to contribute to the School.
- 8.13** Board Members must be fit and proper persons for the purpose of school governance.
- 8.14** The Chairman of the School Board shall prepare and deliver to the Association no later than the end of December in each and every year an annual report.
- 8.15** The Chairman of the School Board will formally review the Board's performance on an annual basis.
- 8.16** The School Board shall conduct the school so as to provide a quality comprehensive, co-educational and independent education, monitor educational outcomes, care levels for students, and regulatory compliance through analysis of key performance indicators.
- 8.17** The School Board shall proactively assess and manage strategic and operational risks captured into a Risk Assessment Plan, to avoid or minimise consequences of undesirable events and take advantage of new opportunities.

9. SCOPE OF SCHOOL BOARD AUTHORITY

- 9.1** The Board shall have the power to:
 - 9.1.1** do all things as required to achieve the objectives specified in Clause 2;
 - 9.1.2** open and operate Bank Accounts as required to achieve the objective specified in Clause 2, at a bank nominated from time to time by the Association;
 - 9.1.3** Appoint, performance manage, dismiss, negotiate and set the salary and conditions of appointment for the Principal, set policies and guidelines for the day to day management of the school by the Principal including the appointment of suitably qualified staff, salaries and conditions, performance monitoring and management, contractual arrangements, separations and terminations, subject to the prerogative of SAG Inc.
 - 9.1.4** set fees payable by pupils attending the School with a view to attaining an annual balanced budget for the School.
 - 9.1.5** plan and grow the school, in consultation with SAG Inc;
 - 9.1.6** manage and facilitate the operation of the School;
 - 9.1.7** review and assess its own performance and the performance of any sub-committees annually;
 - 9.1.8** manage the finances of the School, subject to this constitution;
 - 9.1.9** retain minutes of all meetings, providing an official record of attendance, business discussed, correspondence received, reports tabled, decisions made and resolutions adopted.

- 9.1.10 provide approved minutes of meeting and monthly financial reports to SAG Inc.
- 9.1.11 report to SAG Inc monthly on the School's activities, including its finances and enrolments.

9.2 The School Board shall not have power to:

- 9.2.10 secure by mortgage over any real estate or any other way the property of the School;
- 9.2.11 give any guarantees for the payment of money other than normal running expenses of the School unless the Board has received the written approval from the Community;
- 9.2.12 Contract on behalf of or otherwise bind the Community.

10. SEAL

- 10.1** The Common Seal of the School shall bear the inscription of "St. Andrew's Grammar Inc".
- 10.2** The Board shall have the custody of the Common Seal which shall be affixed to all appropriate documents and shall be verified by any two members at least one of whom shall be Chairman.

11. AUDITORS

- 11.1** The books of account of the School shall be audited at least once in every year. The auditors shall be such firm of Public Accountants as nominated by the Community.

12. CONSTITUTION

- 12.1** The Constitution of the Association may from time to time be amended or altered, abrogated or added to by a special resolution passed by 75 per cent of members of the Association present at a General Meeting and entitled to vote. A resolution passed pursuant to this clause shall have no effect unless notice has been given of the General Meeting specifying the intention to propose the resolution as a special resolution and until the resolution is passed by a General Meeting of the members of the Hellenic Community of Western Australia.

12A PROPERTY

- 12A.1.** Any proposal to sell, transfer, lease, or otherwise dispose of any land, buildings, or licenses owned by the association shall have no effect unless it has been approved by a 75 per cent majority of the members of the Hellenic Community of Western Australia Inc present at a General Meeting of the Hellenic Community of Western Australia Inc and entitled to vote. (Inserted 25/04/04)

13. DISSOLUTION

- 13.1** If, on the winding up of the Association, any property of the Association remains after satisfaction of all of the debts and liabilities of the Association and the costs, charges and expenses of that winding up, that property shall be distributed to another association incorporated under the Associations Incorporation Act 1987 (“the Act”) which incorporated association has objects similar to those of the Association and by its constituent rules prohibits the distribution of its income or property amongst its member to an extent at least as great as is imposed upon the Association and such distribution of its income or property amongst its members to an extent at least as great as is imposed upon the Association and such distribution to which incorporated association shall be determined by resolution of the members when authorizing and directing the Committee under section 33 (3) of the Act to prepare a distribution plan for the distribution of the surplus property of the Association. (Amended 21/3/99)

14. GENERAL

- 14.1** In all other respects the School shall conduct its affairs in accordance with the Constitution of the Community in so far as:
- 14.1.1** such affairs are not already covered by this Constitution ; and
 - 14.1.2** The Constitution of the Community is relevant or applicable.