

1.0 THE SCHOOL AND ITS GOALS

**NB – THIS SECTION IS CURRENTLY UNDER REVIEW BY BOARD
POLICY COMMITTEE AND INCORPORATES AMENDMENTS UP TO
AND INCLUDING 19 MARCH 2009**

FOR FINAL APPROVAL BY BOARD BY JUNE 2009

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1.0 The School and its Goals

It is the policy of The School Board for the Stakeholders of the International School of Aberdeen to have a clear understanding of the Philosophy that guides us forward, how the School is organised, and of its high level management processes. These policies and procedures will help to deliver our Objectives in achieving our Mission.

The Board believes that each stakeholder should understand how the School is organised and administered. The Board also believes that the stakeholders (specifically the Administration, faculty, staff, parents and students) need to understand their role in participating in the above and how they can help improve this school within these policies and procedures.

1.10 School Legal Status

The International School of Aberdeen operates under the management of the International School of Aberdeen Educational Trust Limited, a Company Limited by Guarantee and is registered in Scotland. A charitable purpose under section 7 of the Charities and Trustee Investment (Scotland) Act 2005 which is also regarded as a charitable purpose in relation to the applications of the Taxes Acts.

The International School of Aberdeen Educational Trust Limited, operates under the laws of Scotland, and more specifically under its own Memorandum and Articles of Association which empower it to finance, establish, organize and maintain the school.

The Memorandum and Articles of Association also confer on the Directors of the Company (known as “The School Board”), the authority to develop policy and to make regulations for the transaction of the affairs of the school system.

Government of the school on a day to day basis is delegated by the School Board to the Director.

LEGAL REFERENCES

- 1) Certificate of Incorporation, 8 April 1980.
- 2) Section 360, Income & Corporation Taxes Act, 1970.

1.10.1 Memorandum and Articles of Association, Control and Purpose

The Companies Act, 1948 to 1976

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM of ASSOCIATION
of

THE INTERNATIONAL SCHOOL OF ABERDEEN EDUCATIONAL TRUST LIMITED

1. The Name of the Company (hereinafter called "the Company") is THE INTERNATIONAL SCHOOL OF ABERDEEN EDUCATIONAL TRUST LIMITED.
2. The Registered office of the Company will be situated in Scotland.
3. The objects for which the Company is established are:-
 - (a) To acquire, purchase, erect, take on lease, obtain licences to occupy, maintain, manage, develop or carry on in Scotland or elsewhere in the United Kingdom, schools for boys or girls or boys and girls of any nationality to supply a sound general education and instruction of the highest class together with physical and moral training to pupils attending the school or schools, to promote education generally, and in pursuance thereof to employ headmasters or headmistresses, principal teachers, lecturers, teachers and others.
 - (b) To carry on any schools acquired, purchased, erected, leased, maintained, managed or developed by the Company as educational charities and to use and apply for that purpose all monies and property coming to the Company.
 - (c) To equip, furnish and fit up and maintain any school, schoolhouses, rooms and other buildings for any of the purposes of the Company.
 - (d) To award prizes and scholarships to pupils or intending pupils for proficiency in studies, exercise or games, and to make payments towards the expenses or allow reduction in the fees of pupils approved by the School Board.
 - (e) To make donations or subscribe or guarantee money for the promotion of education.
 - (f) To subscribe or guarantee money for charitable objects.
 - (g) To accept Governments Grants, legacies, donations, subscriptions and endowments either of money or property having for their objects any charitable objects similar to those herein expressed and either in a corporate capacity or through any Member or Members of the Company appointed by the School Board for the purpose, to manage and administer such legacies, donations, subscriptions and endowments and to carry out and perform any charitable trust or condition attached thereto, or to act with others, either individuals or trustees, in managing or administering any such legacies, donations, subscriptions and endowments in which the Company may have an interest.
 - (h) To accumulate funds for such periods as is allowed by law, and to receive voluntary donations and subscriptions for any of the purposes of the Company.
 - (i) To purchase, take on lease or in exchange, hire or otherwise acquire any heritable or moveable property and any rights or privileges necessary or convenient for the promotion of its objects, and to construct, maintain and alter any buildings or erections necessary or convenient for promoting the work of the Company.

- (j) To sell, improve, manage, insure, develop, exchange, lease, mortgage, dispose of, turn to account or otherwise deal with all or any of the property or rights of the Company as may be thought expedient with a view to the promotion of its objects, and that on such terms and conditions as are consistent with the objects of the Company.
- (k) To undertake and exercise any charitable trust which may lawfully be undertaken by the Company and may be conducive to its objects.
- (l) To borrow or raise money for the purposes of the Company on such terms and on such security as may be thought fit.
- (m) To maintain and carry on boarding-houses and residential establishments and rooms for the accommodation of pupils and staff and other persons connected with the educational establishment of the Company. To make arrangements for the supply of food and soft drinks of all kinds for human consumption as approved by the School Board.
- (n) To frame such rules and regulations for the management of the school and the courses of study to be pursued therein and to fix the class fees, charges and levies of every description which may be charged from time to time.
- (o) To invest the monies of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, but so that money subject or representing property subject to any trust shall only be invested in such securities as are authorised by the Trust Deed or other documents constituting the same.
- (p) To establish and support or aid in the establishment and support of any charitable associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Company or calculated to further its objects.
- (q) To do all other acts, deeds and things which may be necessary to carry out the objects of the Company.
- (r) To effect insurance of all kinds as required, including indemnity insurance for Members of the School Board and employees of the Company.

PROVIDED ALWAYS that the Company shall not support with its funds any object or endeavour to impose on or procure to be observed by its Members or others any regulation, restriction or condition which if an object of the Company would make it a Trade Union. PROVIDED ALSO that in case the Company shall take or hold any property subject to the jurisdiction of any competent educational or charitable authority, the Company shall not sell, mortgage, charge or lease the same without such authority, approval or consent (if any) as may be required by law, and as regards any such property the School Board of the Company shall be chargeable for such property as may come into their hands, and shall be answerable and accountable for their own acts, receipts, neglects and defaults and for the due administration of such property in the same manner and to the same extent as they would as such School Board, but they shall, as regards any such property, be subject jointly and severally to such control or authority as if the Company were not incorporated.

PROVIDED ALSO that in relation to any property which may come into the hands of the Company as Trustees under any Trust (whether established by any Trust Deed or any scheme settled by the Court of Session or made in pursuance of any enactment relating to educational endowments or war charities or otherwise) nothing herein shall authorise the Company to deal therewith otherwise than in accordance with the terms of the Trust and with any law relevant thereto, nor shall

the incorporation of the Company affect the liability of any Member of the School Board who may be a party to such dealing.

The expressions 'charitable purpose' or 'charitable object' shall mean a charitable purpose under section 7 of the Charities and Trustee Investment (Scotland) Act 2005 which is also regarded as a charitable purpose in relation to the applications of the UK taxes acts; and "charitable" shall mean a body on the Scottish Charity Register which is also regarded as a charity in relation to the application of the UK taxes acts.

4. The income and property of the Company, whencesoever derived, shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred, directly or indirectly by way of Dividend, Bonus or otherwise howsoever by way of profit to the Members of the Company. No Member of the School Board of the Company, shall hold or be appointed to any salaried office of the Company, or any office of the Company paid by fees, and no remuneration or other benefit in money or money's worth shall be given by the Company to any Member of such Board except repayment of out-of-pocket expenses and interest on money lent to the Company and proper rent for premises demised or let to the Company.

Provided that nothing herein contained shall prevent the payment in good faith by the Company:-

- (i) of reasonable and proper remuneration to any officer or servant of the Company, or to any Member of the Company, or other person, in return for any services actually rendered to the Company;
- (ii) of interest on money lent nor the repayment to any Member of any principal secured to such Member by any Debentures issued by the Company or the payment of interest or repayment of principal to any Member in respect of any other money which may at any time be lent to the Company;
- (iii) of reasonable and proper rent for premises demised or let by any Member of the Company;
- (iv) of any premium for or payment arising out of any indemnity policy, where appropriate.

Provided that the provisions last aforesaid shall not apply to any payment to any company of which a Member of the School Board may be a member and in which such Member shall not hold more than one-hundredth part of the capital, and such Member shall not be bound to account for any share of profits he may receive in respect of such payment.

5. The Liability of the Members is Limited.
6. Every Member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up during the time that he is a Member, or within one year after he ceases to be a Member, for payment of the debts and liabilities of the Company contracted before the time he ceases to be a Member, and of the costs, charges and expenses of winding up the same, and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required not exceeding One Pound.
7. If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall

not be paid or distributed among the Members of the Company, but shall, be given or transferred to some other institution or institutions having objects similar to the objects of the Company or any of them and which shall prohibit the distribution of its or their income and property amongst its or their Members to an extent at least as great as is imposed on the Company under or by virtue of clause 4 hereof, and in such proportions as shall be determined by the Members of the Company at or before the time of dissolution and in default thereof, then to some other such charitable institution or institutions as aforesaid and in such proportions as shall be determined by the Office of the Scottish Charity Regulator, and if and in so far as effect cannot be given to such provision, then to some charitable object.

8. True Accounts shall be kept of the sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place, and of the property, credits and liabilities of the Company; and subject to any reasonable restrictions as to the time and manner of inspecting such Accounts that may be imposed in accordance with the regulations of the Company for the time being, such Accounts shall be open for inspection by the Members. Once at least in every year the Accounts of the Company shall be examined, and a correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors.

The Companies Act 1948 to 1981

COMPANY LIMITED BY GUARANTEE AND NOT HAVING
A SHARE CAPITAL

ARTICLES OF ASSOCIATION

of

THE INTERNATIONAL SCHOOL OF ABERDEEN
EDUCATIONAL TRUST LIMITED

I Preliminary

- (1) The Company shall be governed by the Regulations contained in these Articles of Association, but may, by Special Resolution, alter, amend, add to or rescind any Regulations herein contained.
- (2) In these presents the words standing in the first column of the table next hereinafter contained shall bear the meanings set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context.

Words

Meanings

“The Act” The Companies Act 1948 as amended or modified by any subsequent legislation.

“The Charities Act”	The Charities and Trustees Investment (Scotland) Act 2005 as amended or modified by any subsequent legislation.
“charity” and “charitable”	A body on the Scottish Charity Register which is also regarded as a charity in relation to the application of the Taxes Acts.
“charitable purpose” or “charitable object”	A charitable purpose under section 7 of the Charities and Trustee Investment (Scotland) Act 2005 which is also regarded as a charitable purpose in relation to the applications of the Taxes Acts
“These Presents”	These Articles of Association and the Regulations of the Company from time to time in force.
“The Company”	The above named Company.
“The Board”	The School Board for the time being of the Company.
“The Office”	The Registered Office of the Company.
“The Seal”	The Common Seal of the Company.
“The United Kingdom”	Great Britain and Northern Ireland.
“Month”	Calendar month.
“Superintendent”	Principal in academic or administrative capacities.
“In Writing”	Written, printed or lithographed, or partly one and partly another, and other modes of representing or reproducing words in a visible form.
“The School”	The undertaking known as The International School of Aberdeen consisting of the Pre-School, the Lower School and the Upper School currently situated at “Fairgirth”, 294 and 296 North Deeside Road, Milltimber, Aberdeen or wherever situated in the future and /or any other School or Schools acquired by the Company in place thereof or in addition thereto.

Words importing the singular number only shall include the plural number, and vice versa.

Words importing the masculine gender only shall include the feminine gender; Words importing persons shall include corporations.

Subject as aforesaid any words or expressions defined in the Act or any statutory modification thereof in force at the date on which these presents become binding on the Company shall, if not inconsistent with the subjects or context, bear the same meanings in these presents.

“Corporation”

Any employer having an employee or employees with a child or children attending or entered for the School and who pays the School fees in respect of such child or children and only during such time as any of its employees has such child or children continuing to be educated at the School and for so long as it pays the School fees in respect of such child or children.

- (3) The Company is established for the purposes expressed in the Memorandum of Association but may by Special Resolution, alter, amend, add to or rescind any Regulations therein contained, provided that this does not jeopardise the charitable status of the Company.

II MEMBERS

- (4) The number of the Members with which the Company was registered was 50 but the Board may from time to time register an increase in members.
- (5) Every Member of the Company shall either sign a written consent to become a Member or sign the Register of Members on becoming a Member.
- (6) The Register of Members shall be open for inspection to any Member or any person who is not a Member of the Company in accordance with s.116 of Part 8, Chapter 2 of the Companies Act 2006.
- (7) The subscribers to the Memorandum of Association and such other persons as the Board shall admit to Membership in accordance with the provisions hereinafter contained shall be Members of the Company
- (8) The following shall be deemed to be “Persons” who shall be eligible to be Members of the Company:-
- (a) Such persons as may desire to be admitted to Membership and who may be elected by the Board to be Members of the Company.
 - (b) The parent or parents or legal guardian or guardians of any pupil attending or entered for the School only during such time as such pupil shall continue to be educated at the School.
 - (c) Any Corporations.

(d) Any person appointed as a member of the Board under Article (39) hereof from the date of his appointment and during such time only as he shall continue to be a member of the Board.

(9)(a) Any election of a person to be a Member of the Company under the provision of Article (8) (b) shall conform to the following Regulations and Conditions:-

(i) Such person must be proposed for election by a Member of the Board and approved by the Board at a Board Meeting.

(ii) Such person must sign and deliver to the Company an application for admission to Membership framed in such terms as the Board may require.

(iii) In the event of such person being elected in accordance with the above Regulation he shall be entered as Member of the Company on the Register.

(b) Any application of a person to be a Member of the Company under the provision of Article (8) (c) or (d) or (e) shall conform to the following:-

Such person must sign and deliver to the Company an application for admission to Membership framed in such terms as the Board may require and shall then be entered as a Member of the Company on the Register.

(10) Any Member may at any time resign his membership and cease to be a Member by sending his resignation in writing to the Secretary of the Company, but a Member resigning shall be eligible for re-election if qualified under Article (8).

(11) If the Board shall be of the opinion that it is not in the interests of the Company that any Member shall continue to be a Member thereof, then the Board may carry out the procedure for suspension or removal set out in Article (52)(xiv) hereof or may convene an Extraordinary General Meeting of the Company and such Member may by Special Resolution be removed from Membership of the Company and thereupon his name shall be removed from the Register, and he shall cease to be a Member and shall forfeit his interest and privileges in the Company provided that any Member in relation to whom any such Special Resolution is to be proposed shall be entitled to address the meeting at which the same is to be proposed in regard to such resolution.

III VOTES OF MEMBERS

(12) Every Member who is present in person or by proxy or (if that member is a Corporation) who is represented by a duly authorised representative shall be entitled to speak and shall have one vote, whether on a show of hands or on a poll. In any case where the same person is appointed proxy for more than one Member he shall on a show of hands have as many votes as the number of Members for whom he is proxy.

(13) No Member or its proxy or a duly authorised representative of a Corporation shall be entitled to vote at any General Meeting unless all monies then payable by him to the Company have been paid.

- (14) Votes shall be given by Members or their proxies or a duly authorised representative of a Corporation present in person at the meetings of the Company either on a show of hands or on a poll. A corporation shall be deemed to be attending a meeting in person if it is represented by a person duly authorised by it in terms of the Act or in such other manner as the Company shall prescribe from time to time.

IV PROXIES

- (15) **An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and in any common form or in such other form as the members of the School Board may approve, and the members of the School Board may at their discretion treat a faxed or other machine-made copy of an instrument in any such form as an original copy of the instrument. The instrument of proxy shall, unless the contrary is stated in it, be valid for any adjournment of the meeting as well as for the meeting to which it relates, and shall be deemed to include authority to vote as the proxy thinks fit on any amendment of a resolution put to the meeting for which it is given.**
- (16) **The instrument appointing a proxy and (if required by the members of the School Board) any authority under which it is executed or a copy of the authority (certified notarially or in any other manner approved by the members of the School Board) may:**
- be delivered to the registered office, or to some other place within the United Kingdom or to some person specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting forty-eight (48) hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
 - (b) in case of a poll taken after the date of the meeting or adjourned meeting, before the time appointed for the taking of the poll. An instrument of proxy which is not so delivered shall be invalid.

V CONSTITUTION

- (17) The school and all its benefits, including scholarships and prizes, shall be open to pupils of any race, colour or creed.

VI BORROWING POWERS

- (18) The Company may (subject to the provisions of the Memorandum of Association of the Company) raise or borrow money for the purpose of the Company's business from a Member of the Board or from any other person and may secure the repayment of the same, together with any interest and premium thereon, by mortgage or charge upon the whole or any part of the assets and property of the Company, present and future, and may issue bonds, debentures or debenture stock, either charged upon the whole or any part of the assets and property of the Company or not so charged, and in connection therewith may take out and keep in force sinking fund or redemption policies.
- (19) The Register of Mortgages shall be open to inspection by any creditor or member of the Company without payment, and by any other person on payment of the sum of 5 pence for each inspection.

- (20) If the Members of the Board or any of them or any other person shall become personally liable for the payment of any sum primarily due from the Company, the Members of the Board may execute or cause to be executed any mortgages or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Members of the Board or persons so becoming liable as aforesaid from any loss in respect of such liability.

VII MEMBERS MEETINGS

- (21) A General Meeting shall be held once in each year at such time and place as may be prescribed by the Board, but no more than fifteen months shall elapse between the date of one General Meeting of the Company and that of the next.
- (22) The General Meetings mentioned in the last preceding clause shall be called "Annual General Meetings" and all other General Meetings of the Company shall be called "Extraordinary General Meetings".
- (23) The Board may, when they think fit, convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened on such requisition of the Members of the Company as is provided by the Act.
- (24) If at any time there shall not be present in Scotland and capable of acting, sufficient Members of the Board to form a quorum, then any ten percent of the Members of the Company may convene an Extraordinary General Meeting of the Company in the same manner as nearly as possible as that in which meetings may be convened by the Board.
- (25) In the case of an Extraordinary General Meeting called in pursuance of a requisition no business other than that stated in the requisition as the object of the meeting shall be transacted.
- (26) Twenty one days notice in writing at the least of every Annual General Meeting and of every Meeting convened to pass a Special Resolution, and Fourteen days notice in writing at the least of every other General Meeting (exclusive in every case both of the day on which it is served or deemed to be served and of the day for which it is given) specifying the place, the day and the hour of the meeting and in the case of special business the general nature of that business, shall be given in manner hereinafter mentioned to such persons (including the Auditors) as are under these presents or under the Act entitled to receive such notices from the Company; but with the consent of all the Members entitled to receive notices thereof, or of such proportion thereof as is prescribed by the Act in the case of Meetings other than Annual General Meetings, a Meeting may be convened by such Notice as those Members may think fit. The accidental omission to give Notice of a Meeting to any Members, or non receipt by any Member of such Notice, shall not invalidate the proceedings at any General Meeting.
- (27) The business of an Annual General Meeting shall be to receive and consider the Accounts Balance Sheets and the Reports of the Board and Auditors, to elect Auditors and fix their remuneration, and to elect members of the Company to the Board under Article (39) (D) hereof. All other business transacted at an Annual General Meeting and all business transacted at an Extraordinary General Meeting shall be deemed special.

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- (28) No business shall be transacted at any General Meeting unless a quorum of Members or his/her proxy or a duly authorised representative of a Corporation is present at the time when the meeting proceeds to business and such quorum shall consist of not less than ten percent of the Members of the Company personally present or his/her proxy or a duly authorised representative of a Corporation.
- (29) Decisions of the Members may be made by way of Written Resolution in accordance with Part 13 Chapter 2 of the Companies Act 2006.
- (30) If within half an hour from the time appointed for the Meeting a quorum be not present, the meeting if convened upon the requisition of Members shall be dissolved. In any other case it 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 be not present within half an hour from the time appointed for the Meeting, those Members who are present shall be deemed to be a quorum and may do all business which a full quorum might have done.
- (31) The Chairman of the Board or in his absence the Vice Chairman, shall preside as Chairman at every General Meeting of the Company. If there be no such officers, or if at any Meeting none of them be present within fifteen minutes after the time appointed for holding the Meeting, the Members present shall choose one of the Members of the Board present to be Chairman, or if no Member of the Board be present and willing to take the Chair, the Members present shall choose one of their number to be Chairman.
- (32) The Chairman 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 in the case of an original Meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned Meeting.
- (33) At any General Meeting a Resolution put to the vote of the Meeting shall be decided on a show of hands by each Member or his/her proxy or a duly authorised representative of a Corporation, unless a Poll is, before or upon the declaration of the result of the show of hands, demanded by the Chairman or by Members present in person or his/her proxy or a duly authorised representative of a Corporation and representing one tenth of the total voting rights of all the Members present or his/hers proxy or a duly authorised representative of a Corporation and having the right to vote at the meeting, and unless a Poll be so demanded a declaration by the Chairman of the Meeting that a Resolution has been carried, or carried unanimously or by a particular majority or lost, or not carried by a particular majority, and an entry to that effect in the Minute Book of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the Resolution. The demand for a Poll may be withdrawn.
- (34) Subject to the provisions of the next succeeding Article, if a Poll be demanded in manner aforesaid it shall be taken at such time and place, and in such manner, as the Chairman of the Meeting shall direct, and the result of the Poll shall be deemed to be the Resolution of the Meeting at which the Poll was demanded.

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- (35) In the case of an equality of votes, whether on a show of hands or on a Poll, the Chairman of the Meeting shall be entitled to a second or casting vote.
- (36) No Poll shall be demanded on the election of a Chairman of a Meeting or on any question of adjournment.
- (37) The demand for a Poll shall not prevent the continuance of a Meeting for the transaction of any business other than the question on which a Poll has been demanded.

VIII THE SCHOOL BOARD

- (38) The business of the Company shall be managed by the Board, who may exercise all such powers (including powers created by an Act of Parliament) as are not by the Act or by these Articles declared to be exercisable only by the Company in General Meeting, subject nevertheless to the provisions of the Act or these Articles and to such Regulations not being inconsistent with the aforesaid provisions, as may be prescribed by the Company in General Meeting; but no Regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such Regulation had not been made.
- (39) The Board shall consist of 7 or 8 members appointed and elected as hereinafter provided and said Board Members shall hold office for a period of two years from the date of appointment or election. The appointment and election procedure for the 8 Board Members shall be conducted as follows:-

- (A) 3 Members of the Board will be appointed by the 5 Corporations whose employees have the largest to the fifth largest number of children entered for and attending the School on 1 October in the year of appointment of the relevant Board Member or Members. The appointment of these 3 Board Members by these Corporations shall be in writing attested by the signature of an authorised representative of each Corporation concerned, and shall be made at least 1 month before 1 December, being the date on which the relevant Board Member or Members are to take office.

If the position of any of these 3 Board Members is vacated under Article (40) hereof then that vacancy shall be filled by the appointment of a replacement Board Member by the 5 Corporations whose employees have the largest to the fifth largest number of children entered for and attending at the School at the time the vacancy occurs. But such replacement Board Member shall hold office during such time only as the Member of the Board in whose place he is appointed would have held the same.

- (B) 1 Member of the Board will be appointed by the 5 Corporations having the sixth to the tenth largest number of children entered for and attending at the School on 1 October in the year of appointment of this Board Member. The appointment of this Board Member by these Corporations shall be in writing attested by the signature of an authorised representative of each Corporation concerned and shall be made at least 1 month before 1 December being the date on which this Board Member is to take office.

If the position of this Board member is vacated under Article (40) hereof then the vacancy shall be filled by the appointment of a replacement Board Member by the 5 Corporations whose employees have the sixth to the tenth largest number of children

entered for and attending at the School at the time when the vacancy occurs. But such replacement Board Member shall hold office during such time only as the Member of the Board in whose place he is appointed would have held the same.

- (C) 1 Member of the Board, (hereinafter referred to as “the external Board Member”) may be appointed to the Board by a majority of the remaining 7 Board Members at such time as they deem it appropriate and the external Board member shall thereafter hold office for 2 years from the date of appointment. The purpose of the external Board member shall be to add stability, diversity and perspective to the Board and should be considered by the Board to be someone who may provide a wider community and/or educational perspective from outwith the School community. The appointment of the external Board Member by a majority of the remaining 7 Board Members shall be in writing attested by the signature of at least a majority of the Board Members and may be made at such time as the Board thinks appropriate.

If the position of the external Board Member is vacated under Article (40) hereof then the vacancy may be filled by the appointment of a replacement external Board Member by a majority of the remaining 7 Board Members at the time when the vacancy occurs. But such replacement external Board member shall hold office during such time only as the external Board Member in whose place he is appointed would have held the same.

The external Board Member shall on his appointment be a Member of the Company under Article (8) (d) hereof.

- (D) The remaining 3 Members of the Board (who shall be members of the Company) shall be elected by the Company at the Annual General Meeting in any year in which an elected Board position becomes vacant, and shall thereafter take office with the other 4 or 5 Board Members on 1 December in the year in which he is elected.

If the position of any of these 3 remaining elected Board Members is vacated under Article (40) hereof then the vacancy so occurring shall immediately be filled by a replacement Board Member elected by a majority of the votes of all the remaining Board Members (which votes shall be cast in writing and signed by each Board Member) but such replacement Board Member (who shall be a Member of the Company) shall hold office during such time only as the Member of the Board in whose place he is appointed would have held the same.

No person who is employed to work at the School or the husband or wife of any person employed to work at the School shall be eligible for appointment to the Board.

- (40) The Office of a member of the Board shall be vacated:-
- (a) if he becomes bankrupt or insolvent or compounds with his creditors;
 - (b) if he becomes of unsound mind;
 - (c) if his election as a member of the Board under Article (39) (D) hereof is revoked by a majority of the votes of all the remaining Board Members (which votes shall be cast in writing and signed by each Board Member);

- (d) if his appointment as a member of the Board under Article (39) (A) or (B) hereof is revoked in writing by the five corporations which appointed him;
- (e) if he gives the Board one months notice in writing to the effect that he resigns his office;
- (f) if he ceases to be a Member of the Company;
- (g) if he ceases to hold office by virtue of any provision of The Act;
- (h) if he is not eligible to be a member of the Board of a charity by virtue of s.69(2) of the Charities Act;
- (i) if the Board considers that he is in serious or persistent breach of s.66(1) and/or s.66(2) of the Charities Act, such member being entitled to be heard by the Board before it makes its decision;
- (j) where there is a significant or persistent conflict of interest which, in the opinion of the Board, prevents the member of the Board from acting or carrying out his duties impartially, such member being entitled to be heard by the Board before it reaches its decision;
- (k) if he accepts any remuneration in contravention of Clause 4 of the Memorandum of Association;
- (l) if he is removed from office by the Company in General Meeting under Article (40) hereof.
- (m) if his appointment as the external Member of the Board under Article (39) (C) hereof is revoked in writing by a majority of the other 7 Board members at any time.

But any act done in good faith by a Member of the Board whose office is vacated as aforesaid shall be valid unless, prior to the doing of such act, written notice has been served upon the Board or an entry has been made in the Board's Minute Book stating that such Member of the Board has ceased to be a Member of the Board of the Company.

- (41) The continuing Members of the Board may act notwithstanding any vacancy in their body, if and so long as the number of members of the board is not reduced below the number fixed by Article (46) hereof as the necessary quorum of the Board.
- (42) The Company in General Meeting may by an Extraordinary Resolution remove any Member of the Board before the expiration of his period of office.

IX MEETINGS OF THE SCHOOL BOARD

- (43) The Board shall meet at such times as they think necessary in person and/or by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participating by such means shall for all purposes be deemed to constitute presence in person of such meetings
- (44) A Member of the Board may at any time summon a Meeting of the Board. It shall not be necessary to give any Notice of a Meeting of the Board to any Member of the Board who is absent from the United Kingdom.
- (45) At all Meetings of the Board, four voting Members of the Board shall constitute a quorum. Questions arising at any meeting shall be decided by a majority of votes of those present. In case of an equality of votes the Chairman shall have a second or casting vote.

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- (46) If the Chairman is not present at any meeting of the Board within five minutes after the time appointed for holding the same, the Vice Chairman shall be nominated by the Board to take the Chair and if such Vice Chairman not be present, the Board present shall choose someone of their number to be Chairman of such Meeting.
- (47) If at the time appointed for a Meeting a quorum be not present, or if the business at any meeting be not completed, the Members of the Board present may adjourn the Meeting to such day or time as they may fix.
- (48) All acts bona fide done by any Meeting of the Board shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any Members of the Board or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such member had been duly appointed and was qualified to be a Member of the Board.

X POWERS AND DUTIES OF THE SCHOOL BOARD

- (49) The Board, at its first meeting after 1 December in each year, shall elect by a majority of the votes of all the Board members (which votes shall be cast in writing and signed by each Board Member) a Chairman, Vice Chairman and Treasurer from among the four Board Members appointed under Article (39) (A) and (B) hereof.
- (50) The Board shall have power to delegate to a sub-committee or sub-committees consisting of such people as may be appointed thereto, such powers as the Board may deem expedient.
- (51) Any sub-committee so formed shall on the exercise of the powers so delegated, conform to any Regulations that may be imposed on it or them by the Board. The Regulations herein contained for the Meetings and proceedings of the Board shall, so far as not altered by any Regulations made by the Board, apply also to the Meetings and proceedings of any sub-committee.
- (52) Without prejudice to the general powers hereinbefore conferred, it is hereby expressly declared that the Board shall be entrusted with the following powers namely:-
- (i) To pay the costs, charges and expenses preliminary and incidental to the formation and establishment of the Company.
 - (ii) To purchase, take on lease, or otherwise acquire for the Company any property, rights or privileges which the Company is authorised to acquire at such price and generally on such terms and conditions as they may think fit.
 - (iii) At their discretion to pay for any property or rights acquired by or services rendered to the Company either wholly or partially in cash, or in bonds, debentures or other securities of the Company.
 - (iv) To secure the fulfilment of any contracts or engagements entered into by the Company by mortgage or charge or under any lease in such manner as they may think fit.
 - (v) To appoint and at their discretion remove or suspend such superintendent, principals, teachers, managers, bursars, secretaries, officers, clerks, agents, servants and others for permanent, temporary or special services as they may from time to time think fit and to invest them with such powers as they may think expedient and to determine

- their duties and fix their salaries or emoluments and to require security in such instances and to such amount as they think fit.
- (vi) To appoint any person or persons to accept and hold in trust for the Company any property belonging to the Company or in which it is interested and to execute and do all such deeds and things as may be requisite to vest the same in such person or persons.
 - (vii) To execute in the name and on behalf of the Company such mortgages, charges and other securities and leases as they think fit in favour of any Member of the Board who may incur or be about to incur any personal liability whether as principal or guarantor, for the benefit of the Company and any such instrument may contain a power of sale and such other powers, covenants or provisions as may be agreed on.
 - (viii) To institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due and of any claims or demand by or against the Company.
 - (ix) To refer any claims or demand by or against the Company to arbitration and observe and perform the awards.
 - (x) To make and give receipts, releases and other charges for money payable to the Company and for the claims and demands to the Company.
 - (xi) To determine who shall be entitled to sign on the Company's behalf bills, notes, receipts, acceptances, endorsements, cheques, releases, contracts and documents.
 - (xii) In their discretion to make regulations whereby the donors to the Company of sums of money or subscriptions for any of the purposes of the Company shall have rights of nomination of pupils at the School with or without rights to reduction in school fees in respect of such rights of nomination and upon such terms and conditions as the Board may think fit.
 - (xiii) When they think fit to admit at reduced fees pupils to the School, particularly in any exceptional or deserving cases.
 - (xiv) To suspend or remove from Membership any Member whose continued Membership is detrimental to the best interests of the School. Fourteen days notice in writing shall be given by the Board to the Member at his last known address of the intention to suspend or remove him from Membership and if no objection shall be received by the Board then suspension or removal shall become effective from the expiry of the period of notice.
If notice of objection is received, the Board shall give notice to the Member specifying the grounds on which they have decided that his continued Membership is detrimental to the best interest of the School and requiring him to appear before the Board at a meeting to be called not sooner than the fourteenth day after the date of the last mentioned Notice and give reasons why such suspension or removal should not become effective. If the Board are not then prepared to withdraw the Notice of Suspension or Removal, the suspension or removal shall thereupon become effective.
 - (xv) From time to time to make all such regulations and bye-laws as they think proper with regard to:-
 - (a) the conduct of the School;
 - (b) the qualification of the superintendent, principals, teachers, pupils and others;
 - (c) the school terms, vacations and fees and;
 - (d) the other affairs and concerns of the Company and/or the School and from time to time to repeal and alter the same or make others in lieu thereof as may seem expedient; provided that the same do not contravene any of the

provisions herein contained and provided that no bye-laws or regulations shall be made under this power which would amount to such an addition to or modification of these Articles of Association as could only legally be made by Special Resolution passed in accordance with the provisions of Section 141 of the Act.

- (xvi) To grant and establish for and on behalf of the Company bursaries, scholarships and prizes and to make payments towards the expenses of pupils approved by the Board.
 - (xvii) Subject to the provisions of the Memorandum of Association to invest the funds of the School not immediately required for any other purpose in an interest bearing account or accounts.
- (53) Subject to the provisions of Section 205 of the Act no Member of the Board shall be liable for any losses which may arise from any investment of the funds of the Company nor for any errors, neglect or omissions nor for the intrusions of any officer or agent of the Company and the Board or any Member thereof and the Members of any Committee appointed by the Board shall be entitled to be indemnified out of the funds and property of the Company for and against all outlays and liabilities incurred by them on behalf of the Company and the Company shall keep them indemnified accordingly.
- (54) A Resolution in writing signed by all Members of the Board shall be as valid and effectual as if it had been passed at a Meeting of the Members of the Board duly called and constituted.

XI MEMBERS' OF THE BOARD CONFLICTS OF INTEREST

- (55) Subject to article (56), the Members of the Board may, in accordance with section 175(5)(a) of the Companies Act 2006, authorise any matter which would otherwise involve or may involve a Member of the Board breaching his duty under section 175(1) of the 2006 Act to avoid conflicts of interest (a "Conflict").
- (56) When a Conflict is considered by the Members of the Board, the Member of the Board seeking authorisation in relation to the Conflict and any other Member of the Board with a similar interest:
- (i) shall not count in the quorum nor vote on a resolution authorising the Conflict; and
 - (ii) may, if the other Members of the Board so decide, be excluded from the board meeting while the Conflict is considered.
- (57) Each Member of the Board shall comply with his obligations to disclose his interest in existing and proposed transactions or arrangements with the Company pursuant to sections 177 and 182 of the Companies Act 2006.
- (58) Save in relation to a resolution authorising a Conflict, a Member of the Board may vote, at any meeting of the Members of the Board or of any committee of the Members of the Board, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.

XII SECRETARY, MINUTES, SEAL, EXECUTION OF DEEDS ETC.

- (59) The Board shall from time to time appoint a Secretary of the Company for such time and at such remuneration as they think fit.
- (60) The Company shall keep a Register of Members and shall duly comply with such of the provisions of the Act as may be applicable thereto.
- (61) The Board shall cause Minutes to be made in books provided for the purpose:-
- (a) of all appointments of officers made by the Board;
 - (b) of the names of the Members of the Board present at each Meeting of the Board and any sub-committee appointed by the Board;
 - (c) of all Resolutions and proceedings at all Meetings of the Company and of the Board and of sub-committees appointed by the Board;

and all such Minutes shall be signed by the Chairman of the Meeting at which they shall have been passed or of the next succeeding Meeting.

- (62) The Board shall procure a Common Seal and shall have full power to use the said Seal in the execution of all or any of the powers hereby vested in them or otherwise in relation to the business or affairs of the Company as they in their discretion think fit.

XIII SURPLUS FUNDS OF THE COMPANY

- (63) All surplus funds of the Company shall be applied solely towards the promotion of all or any of the objects of the Company set forth in the Company's Memorandum of Association or these Articles as the Board may from time to time think fit, with power to the Board to create a reserve fund or reserve funds to be applicable for all or any of such purposes, and if the Board shall think fit, also to apply all or any part of any reserve fund appropriated to any particular purpose to any other one or more of such purposes, and pending any such application, any reserve fund may at the discretion of the Board either be employed in the business of the Company or be invested from time to time in terms of Article (52) (xvii) hereof.

XIV ACCOUNTS

- (64) The Board shall cause true Accounts to be kept:-
- (a) of the sums of money received and expended by the Company and the matters in which such receipts and expenditure take place;
 - (b) of the assets and liabilities of the Company.
- (65) The Books of Accounts will be kept at the office of the Company or at such other place or places as the Board may determine and shall always be open to the inspection of the Members of the Board. The Board may from time to time by Resolution determine whether and to what extent and at what times and places and on what conditions the Books of

Accounts of the Company or any of them shall be open to the inspection of the Members of the Company not being Members of the Board and the Members of the Company shall have only such rights of inspection as are given to them by the Act or by Resolution as aforesaid.

- (66) At the Annual General Meeting in every year the Board shall lay before the Company a Profit and Loss Account for the period since the preceding account or in the case of the first Accounts since the incorporation of the Company, made up to a date not more than six months before such meeting.
- (67) A Balance Sheet shall be made out and laid before the Company at the Annual General Meeting in every year made up to a date not more than six months before such Meeting. The Balance Sheet shall be accompanied by a report of the Board upon the general state and progress of the Company's affairs.
- (68) A copy of the Balance Sheet and Reports shall, ten clear days previous to such Meeting, be served on every Member entitled to receive Notices of General Meetings in the manner in which Notices are hereinafter directed to be served.

XV AUDIT

- (69) Auditors shall be appointed and their Duties Regulated in the manner provided by Section 161 of the Act, Section 14 of the Companies Act 1967 and Sections 13 to 18 of the Companies Act 1976, or any statutory modification thereof for the time being in force, and for this purpose the said Sections shall have effect as if "Member of the Board" and "the Board" where substituted for "Director" and "the Directors" respectively.

XVI NOTICES

- (70) A notice may be served by the Company upon any Member:-

by delivering it by hand to the registered address of the Member;

by sending it by post or other delivery service (with postage or delivery paid) to the registered address of the Member;

by electronic mail to an address notified by the Member in writing; or

- (iv) *by an automatic electronic mail alert linking to a website the address of which shall be notified to the Member in writing.*

- (71) *Notices served in accordance with article (70) are deemed to be delivered as follows:-*

- (i) *If a notice is delivered by hand it is treated as being delivered at the time it is handed to or left for the Member;*
- (ii) *If a notice is sent by post or other delivery service, it is treated as being delivered 24 hours after it was posted, if first class post was used, or 72 hours after it was posted or given to delivery agents, if any other delivery service is used;*
- (iii) *if a notice is sent by fax, it is treated as being delivered at the time it was sent;*
- (iv) *if a notice is sent by electronic mail, it is treated as being delivered at the time it was sent;*
- (v) *if a notice is sent by an electronic email via a website, it is treated as being delivered at the time the email was sent.*

- (72) No Member shall be entitled to have a notice served on him at any address not within the United Kingdom. Any Member whose registered address is not within the United Kingdom may by notice in writing require the Company to register an address within the United Kingdom which for the purpose of the service of Notices shall be deemed to be his registered address.
- (73) Any Notice if served by post shall be deemed to have been served at the expiration of forty eight hours after the same shall have been posted and in proving such service it shall be sufficient to prove that the envelope containing the Notice was properly addressed and stamped and put into the Post Office or into a Post Box under the control of the Postmaster General.

XVII WINDING UP

- (74) The provisions of Clause 7 of the Memorandum of Association of the Company relating to the winding up and dissolution of the Company shall have effect as if the provisions thereof were repeated in these Articles.

XVIII INDEMNITY

- (75) Subject to the provisions of the Act but without prejudice to any indemnity to which a member of the School Board may otherwise be entitled, every member of the School Board or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

XIX RULES

- (76) (1) The members of the School Board from time to time make such rules or bye laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of prescribing classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, they may by such rules or bye laws regulate:
- (i) the admission and classification of members of the Company (including the admission of organisations to membership) and the rights and privileges of such members, and the conditions of membership and the terms on which members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by members;
 - (ii) the conduct of members of the Company in relation to one another, and to the Company's servants;
 - (iii) the setting aside of the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes;
 - (iv) the proceedings at general meetings and meetings of the members of the School Board and committees of the members of the School Board in so far as such procedure is not

regulated by the articles;

- (v) generally, all such matters as are commonly the subject matter of company rules.
- (2) The Company in general meeting shall have the power to alter, add or to repeal the rules or bye laws and the members of the School Board shall adopt such means as they think sufficient to bring to the notice of members of the Company all such rules or bye laws, which shall be binding on all members of the Company; Provided that no rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the memorandum or articles of association of the Company.

1.10.2 Powers Delegated to the School Board

The International School of Aberdeen Educational Trust Limited (known as ISA) shall be governed by a Board of Trustees (known as the Board). This Board shall exercise supreme authority over the International School of Aberdeen, subject to applicable laws. It may establish policy, delegate executive, supervisory, and instructional authority to its employees, and appraise the results achieved in the light of its goals for the school system.

The specific duties and powers of the Board are as set forth in its Board Policies. The Board also has the authority to change, rescind, or amend its own Board Policies, as well as the authority to approve any changes in the School's Articles of Association.

Established by Articles of Association and Board Policies, as amended.

LEGAL REFS.: Memorandum and Articles of Association, as amended 18 November 2008
School Board Policies of The International School of Aberdeen Educational
Trust Limited as amended date

1.10.3 School Ownership and Tax Status

The International School is a registered Scottish Charity (Ref. Number 71126). The School operates in accordance with UK Charity legislation and is granted its tax status under this legislation.

The campus from which the School operates is rented on a year lease basis, which has now reduced to 88 years as of January 2009 . All capital improvements made to the campus may only be made with the consent of the landlord (PALOAK).

1.10.4 Dissolution of the School

The provisions of Clause 7 of the Memorandum of Association of the Company relating to the winding up and dissolution of the Company shall have effect.

1.20 School Vision, Mission and Philosophy

ISA VISION AND MISSION STATEMENT

Vision

The International School of Aberdeen (ISA) is locally and internationally recognized for excellence in education. ISA is a school in which every student reaches his or her maximum potential through:

- ◆ a high quality academic curriculum, a wide array of additional programmes, and an outstanding faculty
- ◆ a campus with state-of-the art teaching, technology, sports and fine arts facilities
- ◆ an environment which embraces cultural diversity and recognizes that each student is unique and valuable

Mission

The International School of Aberdeen (ISA) is an independent, non-profit school (K-12) that delivers **excellence in education**. We do this through a **safe and caring** learning environment where students are challenged to reach their **maximum potential** through academic success and personal growth, becoming socially responsible and active **global citizens**.

ISA provides students with a comprehensive university preparatory education utilizing best practices in education from around the world.

Our school is a **partnership** of excellent staff, committed parents, and dedicated students serving the Scottish and international communities.

1.20.1 Educational Philosophy

The Board, staff and parents of The International School of Aberdeen believe that:

- Each student is unique and valuable;
- A safe and stimulating learning environment is necessary for fostering student growth
- An education which celebrates cultural diversity fosters respect among individuals
- Education should be student centred and is a partnership among students, teachers, parents and the broader community;
- We must challenge and provide support for students to reach their personal potential;
- By providing a broad based curriculum which emphasizes strong academics and creative expression, students will become self directed learners, effective communicators, collaborative workers, analytical and creative thinkers, producing quality work.
- Education is not limited to the classroom, excursions and travel offer valuable learning opportunities
- Technology and computer literacy is an integral part of education;
- Physical fitness promotes team building, self –discipline and a healthy lifestyle;
- On leaving ISA, our students are thoroughly prepared to meet the challenges at their next school, whether that be university, secondary or primary level;
- A well-rounded education should provide meaningful opportunities for students to become active, positive members of their community

1.20.2 Host Country Government Relations

The School will maintain relations with local government through its legal representative for all official relations between the local government and the School. The legal council works closely with the Director. No other school personnel but the Director is authorised to conduct official school business with local government officials. The Director may delegate specific authority to other appropriate School personnel. However, the Director remains responsible.

Representational and other cordialities are conducted by the Director as official head of the School or his designate where appropriate.

The Board may modify this policy based on the requirements of the situation.

1.20.3 Parent Involvement in Decision Making

The Board endorses the concept that parent participation in the affairs of the School is essential if the School is to attain and sustain the high level of educational excellence our students deserve. For this reason, voting members of the ISA Board (except the position added in the May 2000 EGM to allow for one external Board member) are required to be parents with children actively attending ISA. Thus, each Board member has a duty to represent themselves as parents in the decision making affecting ISA. Further, all parents are encouraged to express ideas, concerns, and suggestions about the School to the staff, the Administration, existing advisory bodies and to the Board itself, following established channels as outlined in section 2.40.10.

One of these channels, designed especially to enable parents to take their full share of the responsibility for the School, is the ISA Parent-Teacher Organisation (PTO). The PTO's objectives are to promote the welfare of the children and youth in the School, community and home. The current **PTO By-Laws can be found in Appendix 1** (to follow). In general, it serves as a channel of communication between the community and the School; in particular, the PTO has direct access to the Director for all operational issues and also has access to the Board by following established channels outlined in Policy 2.40.10 and by serving on committees outlined in section 2.30.2 and 2.30.3. The PTO President is a guest at School Board Meetings, which provides another avenue for involvement.

In addition to parent participation through the PTO as described above, the Board also wishes to encourage parents to enter the life of the School in more informal ways. Parents who have special interests, experience, or personal talents to contribute to the School may be invited to serve as resources or advisers to the School, or to serve on ad hoc committees instituted by the Board or the Administration.

Although the advice given by parents, either as individuals or in groups, will be given careful consideration, the Board may elect to maintain and/or implement policy(s) which are not consistent with this advice.

When a parent does make requests or offers advice to the Board using established channels, they are due a response from the Board. The Board's position and factors that relate to the decision will be communicated to the parents involved within twenty school days of the decision being taken by the Board

CROSS REFERENCES: 2.30.2 Board Committees
 2.30.3 Advisory Committees to the Board
 2.40.10 Public and Parents' Attendance at Board Meetings

1.20.4 Staff Involvement in Decision Making

The Board believes that a school functions best when there is a continual exchange of ideas and pertinent information among all groups within the school system. Positive attitudes and morale among staff are enhanced when each person is assured that his or her voice is willingly heard by those in positions of administrative or governing authority.

Therefore, the Board, the Director, and the Administration will seek to involve staff as major decisions are made, and will establish channels for the hearing of viewpoints of individual staff members and groups.

The ISA Teachers and Support Staff will have assured communications between the faculty, staff, Administration and the Board. For this reason, the faculty and staff will select one of their members to represent this joint group and to serve as a non-voting representative to attend the regular meetings of the Board meetings as a guest. Further, to ensure the Board has a clear academic perspective of both the Middle and High and Elementary Schools, Middle and High and Elementary School Principals will also attend the Board open sessions as non-voting representatives. The remit of each of these invited guests to the Board is to offer professional insight towards decision making, to communicate back to the broader community the Board's message and meaning, and to encourage participation and active support for initiatives and projects as might arise from these proceedings.

The staff will be encouraged to participate in the development of procedures and regulations for the operations of the School. The Director shall include at the planning and development stage of such procedures and regulations those employees, or their representatives, who will be affected by such provisions.

The professional staff will be encouraged to contribute to the development of curriculum and instructional programmes.

Each School Principal will maintain formal channels for conferring with both the professional and support staff to facilitate open communications.

The Director shall develop with employees and the School Principals, channels for the ready intercommunications of ideas and feelings regarding the operation of the Schools. The Director will weigh with care the counsel given, especially given by groups of the staff, and shall inform the Board of all such counsel in presenting recommendations for Board action.

It is expected that employees, members of the faculty as well as other staff members, will present their ideas and concerns through established channels.

1.20.5 Student Involvement in Decision Making

The Board believes that students, as individuals and as members of the student body, should have opportunities to contribute to their school and to their own education. Therefore, the Board will seek and consider student opinion in setting policies that directly affect student programmes, activities, privileges, and responsibilities.

Participation can be encouraged in two major ways:

1. Learning to participate constructively in group decision making is an important part of growing up. The Board believes that students, in keeping with their level of maturity, should form class or school organisations (such as the Student Councils for grades 6-8 and 9-12) that offer practice in self-government and serve as forums for student ideas.
2. As part of their growth toward independence, students should also be encouraged to take an active part in making individual decisions about their educational goals and plans. Students should be encouraged to learn about themselves and about the career opportunities their society has to offer; to set personal educational goals; and to find the best ways to achieve these goals with the help of the school staff.

When a student commits their energies to gather information, develop consensus and propose change, there is an established channel to be heard. The Administration will have clear channels for communication with students, including direct access to the Director for consideration of items for Board Agenda.

Although the Board will seriously consider students' points of view in matters pertaining to student life, it reaffirms the full authority of the school staff, the School Principals, and the Director in devising the curriculum, approving teaching methods and materials, and adhering to requirements for promotion and graduation, in keeping with the Board's educational philosophy and policies.

1.20.6 Non-Discrimination

The Board of Directors believes in the principles of equality of opportunity, so that every employee and student regardless of race, creed, colour, sex, sexual orientation, national origin, cultural, economic background and age will be treated with respect and in a fair and appropriate manner. In addition, ISA actively complies with the UK Disability Discrimination Act.

1.30 School Organisation

The school shall be organised into a High School, a Middle School, an Elementary School and a Pre-School.

1.30.1 Governance and Administrative Organisation Plan

The school shall be governed by a Board of Directors. The School shall be administered by an Administrative Team, headed by the School Director.

1.30.2 Schools and Levels of Instruction

ISA offers an internationally recognised co-educational pre-kindergarten through secondary school education for students of all nationalities. ISA's programme of studies has been developed to meet the needs of its student body by utilising the best educational practices from around the world. , ISA students are well prepared to continue their education as they depart ISA.

The School is composed of a Pre-School, an Elementary School (Grades K - 5), a Middle School (Grades 6-8), and a High School (Grades 9-12). These four divisions are managed by the Director. Two Principals are employed: one for the Pre-School and Elementary Schools combined, and one for the Middle/High School divisions. The Director has overall responsibility for the School as a whole.

The Principals supervise subject areas in Grades PK-12.

1.30.3 Director's Powers and Duties (CS to check out with Director's Contract)

The Board shall strive to procure, whenever a vacancy exists, the best professional person available for the post of Director. The Board may then:

1. Give the Director full administrative authority for properly discharging his/her professional duties, holding him/her responsible for acceptable results;
2. Approve the recommendation of the Director in matters of employment or dismissal of school personnel, except whenever the Board determines that it is proper or in the best interest of the School to act otherwise;
3. Authorise the Director, whenever it is deemed necessary, to designate a member of the School Administration to act as Director during any period of his/her absence;
4. Refer complaints, criticisms and requests for information to the Director, and discuss them at a Regular or Executive meetings after failure of an administrative solution;
5. Present personal criticisms of any employee directly to the Director;
6. Devote part or all of one meeting, at least annually and at least nine months prior to the expiration of the Director's contract, to a discussion of the Director's performance and the overall working relationship between the Director and the Board.

Duties of the Director

The Director shall be the main administrative and supervisory official of the School. He/she shall be responsible to the Board. He/she shall, with wide latitude for individual discretion and initiative, but with broad outlines specified by the Board:

1. Be responsible for the operation of the School in all departments and aspects including:
 - a) Curriculum planning and scheduling;
 - b) General supervision of instruction at all levels of the Pre, Elementary, Middle and High Schools;
 - c) Staff utilisation to secure the most effective use of the existing staff within the spheres of their competence;
 - d) Evaluation of all school personnel;
 - e) Investigation and interview of applicants for teaching, clerical and maintenance positions, and making recommendations for the hiring of such personnel;
 - f) Developing the budget in association with the Board Finance Committee and Business Manager within the Board's Guidelines for Board approval;
 - g) Making and enforcing rules, as needed, for discipline in the School and at school-sponsored functions; and

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- h) Carrying out other duties as directed by the Board.
2. Be present at all Board meetings in an ex-officio capacity (except when Director evaluation or salary is the subject) and make reports concerning school conditions and activities and recommendations for changes. He/she shall input through the Chairperson regarding the agenda for each Board meeting.
 3. Bring to the attention of the Board:
 - a) Any matter referred to him/her that cannot be solved administratively within the policy and procedural structures set out herein;
 - b) Any administrative decision which in his/her judgement should receive the prior approval of the Board; and
 - c) Any other administration decision which he/she feels should be brought to the attention of the Board.
 4. Establish emergency procedures for the School and the machinery to effect such procedures.

CROSS REFERENCE: 2.50.3 Board Review of Administrative Policy and Procedures

1.30.3.1 Director's Selection and Appointment

The Board shall strive to procure, whenever a vacancy exists, the best professional person available for the post of Director. The following policies apply to the selection of a Director.

Qualifications

It is desirable that applicants for the position of Director have the following qualifications:

- a) At least a Master's degree with 18 credit hours or more in graduate courses in school administration.
- b) Certificate as a teacher with a minimum of five years experience.
- c) Five years experience as a school Principal or Director, or comparable experience.

Recruitment and Selection

- a) The Director will be selected by the Board from applications received in response to notice that the position is vacant. In order to ensure that applications are received from the maximum number of persons who are qualified and interested, notice of the vacancy will be widely advertised internationally and/or circulated among reputable placement agencies..
- b) All negotiations with applicants for the position of Director will be carried on by the Board. Meetings for the purpose of considering applicants for the position will be held in Executive session.

1.30.3.2 Director's Contract and Benefits (Align with Contract)

The initial contract with a new Director will be for a period of not more than three years. This is to allow sufficient continuity to achieve both short and long (strategic) term goals of ISA. In the last year of the contract, the Board will consider, at its September meeting in Executive session, whether the contract is to be renewed or extended. If extended, the contract can only be for periods of one or two full years. The Director will be advised in writing by the end of September of the Board's decision. The Director's acceptance or refusal of the Board's terms will be sent to the Board by next Board Meeting following the Board's notification.

The Director's contract will be reviewed annually and as part of any renewal/termination to ensure the terms and conditions are representative of the current market conditions. Where possible, comparison contract terms will be obtained by the Board. The contract terms and conditions must ensure ISA can attract a quality Director to fulfil its Mission.

Any changes to the contract must be provided in writing to the Director as part of this process.

A copy of the current Director's contract is held in the Director's personnel file and by the Board Chairperson.

1.30.3.3 Evaluation of the Director

The Board will maintain a continuous dialogue with the Director regarding Board-Director relations. The Board will adhere to the following process in the conduct of this dialogue. (The Board Chairperson is in some cases authorised to act on behalf of the Board. This is not meant to detract from the responsibility of the full Board in this domain; only to ensure that this responsibility is executed efficiently.)

1. The Chairperson of the Board will exercise responsibility for organising the dialogue. The Director will be consulted in identifying issues and planning for this discussion.
2. The Board and the Director will collaborate in the preparation of the Director's annual goals,
3. The Director will have opportunity to have input to the special objectives to ensure they are measurable, delivery dates are reasonable, and overall they are achievable. The Director will propose his/her input with appropriate detail as directed by the Board, following the ratification of the Board's own goals for the year. This will align expectations and motivation between the Director and the Board. The Board will take final review of the special objectives in Executive session in that meeting. The Board Chairperson and Director will close any gaps following the Executive session.
4. The Director will prepare a self-evaluation of his/her own performance against the agreed responsibilities and special objectives for the school year and circulate it to Board members prior to any review. This evaluation may consider:
 - The Director's contract
 - ISA Strategic Plan and Objectives
 - Special Objectives as agreed with the Board
 - Feedback on effectiveness from the annual surveys

The Board Chairperson, after the final annual review with the Board, will personally deliver and discuss the Director's overall performance

CROSS REFERENCE: 2.30.5 Board-Director Relationship

1.30.4 Termination of the Director

The Director's contract identifies procedures for termination of the Director. If the Director is not being voluntarily released, the Board shall have justifiable reasons and shall inform the Director frankly of the reasons. With the exception of gross misconduct, the Director is entitled to a clear explanation of the reasons for any dissatisfaction and given an opportunity to correct the work.

A copy of the current Director's contract is held in the Director's personnel file and by the Board Chairperson .

1.30.5 School Board Appeal and Disciplinary Procedure

Appeal Procedure

In cases where the Director has a grievance, problem or query involving work, working conditions or the interpretation of the Personnel Policies, the following procedure is to be followed:-

The Director should state the problem either verbally or in writing at his discretion at the next School Board meeting. The School Board will then consider the problem and will let the Director have its opinion either verbally or in writing at the School Board's discretion, either immediately or not later than twenty (20) School days following the meeting of the School Board.

Disciplinary Procedure

Due to the position of responsibility held by the Director it is not considered appropriate to set out a system of formal warnings to be followed by the School Board. The Director will by the very nature of his employment be expected to be fully aware of what is required of him and fully capable of judging himself whether he is achieving that requirement.

In these circumstances, if the School Board is not satisfied that the Director is fulfilling his employment satisfactorily, the School Board shall express its dissatisfaction to him at a School Board meeting and advise him that if the situation does not improve within a period to be set by the School Board, the School Board exercise their right to terminate the Director's services to the School Board after giving Ninety (90) days notice to the Director and the Company. The School Board may at its option request the Company to pay the Director for said Ninety (90) day period in lieu of notice.

The School Board reserves its right notwithstanding any other terms to immediately terminate the services of the Staff Member as the Director of School for an act which in the opinion of the School Board constitutes gross misconduct