

Northumberland Education Action Group

Draft Constitution

1. Name

The name of the Organisation ("Group") is: Northumberland Education Action Group.
The area of benefit is: The County of Northumberland.

2. Aims

The Aims of the Group are: The advancement of education by the support and promotion of the three-tier education system in the County of Northumberland.

3. Powers

In order to achieve its Aims the Group has the power to:

- 3.1. Employ and pay staff (who cannot be members of the Group);
- 3.2. Co-operate with other Groups such as voluntary bodies, charities, the statutory authorities, political parties and also to exchange information and advice with them;
- 3.3. Raise funds by any lawful means except permanent trading;
- 3.4. Do anything else within the law that is necessary in carrying out the Aims.

4. Membership

- 4.1. The membership shall consist of one Member chosen by each of the fifteen School Partnership Areas for Northumberland as listed in Appendix 1.
- 4.2. Every Member has one vote at all meetings.
- 4.3. A Member may resign their membership at any time by giving the Chair a written notice of their intention to resign.
- 4.4. The Group shall have the right to terminate the membership of any Member or Officer for good and sufficient reason but the Member or Officer shall have the right to put their case to a Group Meeting before a decision is made.
- 4.5. A Member may not be reselected within twelve months of having their membership terminated according to clause 4.4.
- 4.6. Properly organized groups within a school partnership area shall determine the selection of a Member to represent a school partnership area.
- 4.7. If a School Partnership Area fails to nominate a Member or if the School Partnership Area has no properly organized groups then that position will remain vacant.
- 4.8. In the event that there is a dispute regarding the representation of a School Partnership Area then the Chair shall adjudicate as to who should represent the School Partnership Area.

- 4.9. A School Partnership Area may choose Alternates to attend Group Meetings as a replacement for Members. An Alternate has the same voting rights and privileges of a Member but can only vote instead of a Member who is not present at a meeting.
- 4.10. The Group must keep a list of Members and Alternates.

5. Annual Group Meetings

- 5.1. An Annual Group Meeting (AGM), of which 14 days notice shall be given to each Member, shall be held in each calendar year to deal with the following business:
 - 5.1.1. Receive the Group 's report and accounts for the previous year;
 - 5.1.2. Elect the Chair, Vice-Chair, Treasurer and Secretary as Officers for the following year;
 - 5.1.3. Deal with any other matter that the Group or members wish to raise.
- 5.2. Candidates for election as Officer must be nominated and seconded in writing by Members of the Group and must give their consent to stand for election. Nominations and consents must be sent to the Group within seven days of the notice calling the AGM.
- 5.3. In the event that a current Member takes up a position as an Officer of the Group according to clause 5.2 or 7.2 their membership will cease and the corresponding School Partnership Area will be required to select a new Member.

6. Special General Meeting

- 6.1. A Special General Meeting (SGM) of all Members may be held at any time if called by the Group or if at least five Members ask the Group to arrange such a meeting. 14 days notice shall be given to Members of such a meeting.

7. Group Meetings

- 7.1. The Group meet as required but not less than twice in each year in addition to any AGMs or SGMs.
- 7.2. An Officer may resign at any time by giving the Chair a written notice of their intention to resign.
- 7.3. If anyone resigns as an Officer during the year the Group has the power at a Group Meeting to fill the vacancy by co-option; a co-opted Officer has the same powers and will hold office for the same period as the Officer replaced.
- 7.4. The Group may appoint sub-committees to carry out specific tasks and may delegate responsibilities but the sub-committee must always report back to the Group in the manner and within the period prescribed by the Group. The leader of any sub-committee must be a Group Member and may include non-Members.
- 7.5. The Group must keep minutes of its meetings and proceedings and keep safe all records relating to the Group.

8. Quorum and Voting

- 8.1. The Chair, or in their absence the Vice-Chair, or in both their absences some other person elected by a meeting shall act as Meeting Chair.
- 8.2. Any Member can submit a resolution for vote at any meeting.

- 8.3. No decision may be taken at any meeting unless at least 8 of the Members are present. If 8 of the Members are not present then the meeting may be adjourned for at least 14 days. Decisions based on a simple majority vote can be made at the re-convened meeting provided there are at least 6 members present.
- 8.4. 14 days notice shall be given to Members of the re-convening of any meeting.
- 8.5. Every decision at meetings apart from changes to the Constitution is to be decided by a majority of the votes cast by the Members present. In the case of equality of votes the Meeting Chair as determined by clause 8.1 shall cast an additional deciding vote.

9. Finance

- 9.1. All funds belonging to or raised for the Group must be paid directly into an account operated by, and in the name of, the Group at a bank or building society.
- 9.2. All cheques drawn on the account must be signed by at least two members of the Group.
- 9.3. No member of the Group may be employed by the Group or receive any payment or other benefit from its funds except for reasonable out of pocket expenses properly incurred for the purposes of the Group.
- 9.4. All funds belonging to the Group may only be used in furthering the Aims.
- 9.5. The Group may not incur any financial obligations or take on any financial liabilities without having cleared allocated funds held in the Group's accounts to discharge such obligation or liabilities. Such financial obligations and financial liabilities shall include, but are not limited to: taking out of loans; taking out of mortgages; drawing down of overdraft facilities; issuing of any promissory notes or interest bearing financial instruments; making any promises, obligations or undertakings to pay any amounts or debts; or committing to any legal proceedings which may incur costs.

10. Amendment of Constitution

- 10.1. Any proposed amendments to the Constitution must be circulated to Members with the Notice of the AGM or SGM at which the amendments are to be voted on.
- 10.2. This Constitution may be amended at an AGM or SGM if agreed by at least 8 of the Members present and voting.
- 10.3. No changes may be made to Clause 2 if they would make the objectives of the Group uncharitable.

11. Dissolution

- 11.1. If the Group decides at any time that it is necessary to dissolve the Group it shall call a Special Group Meeting.
- 11.2. If a simple majority of the members present vote in favour of dissolving the Group it will wind up its affairs.

11.3. Any assets remaining after the satisfaction of proper debts and liabilities must be transferred to one, or a number of, voluntary groups or registered charities with charitable aims similar to those of the Group.

12. Adoption

This constitution was adopted at a meeting held

On (date)

At (Place)

SIGNED (Name and signature of chair of meeting)

Name

Signature

WITNESSED (Name, address, occupation and signature of witness)

Name

Signature

Address

Appendix 1

Alnwick Partnership
Ashington Partnership
Bedlington Partnership
Berwick Partnership
Blyth Partnership
Coquet Partnership
Cramlington Partnership
Haydon Bridge Partnership
Hexham Partnership
Hirst Partnership
Morpeth Partnership
Ponteland Partnership
Prudhoe Partnership
Roman Catholic Schools
Seaton Valley Partnership