

THE COMPANIES ACTS 2014

**CONSTITUTION OF IRISH PRIMARY PRINCIPALS' NETWORK COMPANY LIMITED BY
GUARANTEE AND NOT HAVING A SHARE CAPITAL**

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1 MEMORANDUM AND ARTICLES OF ASSOCIATION OF THE IRISH PRIMARY PRINCIPALS' NETWORK

The name of the company (hereinafter referred to as 'IPPN') is the 'Irish Primary Principals' Network Company Limited by Guarantee' [or Cuideachta faoi Theorainn Ráthaíochta]

The company is a designated activity company limited by guarantee, under Part 18 of the Companies Act 2014

The main object for which the Company is established is to advance education by:

- a. professionalising school leadership to ensure quality learning
- b. reflecting the experience of school leaders on professional issues
- c. resourcing the professional needs of school leaders
- d. improving the quality of education policy and practice

The following are the powers of the company:

- a) To purchase, take on lease or in exchange, hire or otherwise acquire or use real and personal estate which may be deemed necessary or convenient for any of the purposes of IPPN.
- b) To enter into any contract to construct, maintain and alter houses, building or works necessary or convenient for the purposes of IPPN.
- c) To take any gift of property, including money, whether subject to any special trust or not for any one or more of the objects of IPPN.
- d) To take such steps by personal or written appeals, public meetings, radio and television broadcasts or otherwise as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of IPPN in the shape of donations, subscriptions, legacies or otherwise and also for furthering the objects of IPPN.
- e) To print and publish any newspapers, periodicals, books or leaflets that IPPN may think desirable for the promotion of its objects.
- f) To sell, manage, lease, mortgage, dispose of or otherwise deal with all or any part of the property of IPPN.
- g) To borrow and raise money in such manner as IPPN may think fit.
- h) To endorse any product or service considered to be of direct or indirect benefit to schools, staff and /or children and whether in return for commission or otherwise
- i) To invest monies of IPPN not immediately required for any of its objects in such manner as may from time to time be determined. Prior permission to be obtained from Revenue where it is intended to accumulate funds for a period in excess of two (2) years
- j) To undertake and execute any trusts or any agency business which may seem directly or indirectly conducive to any of the objects of IPPN.
- k) To subscribe to any charities and to provide a superannuation fund for the servants of IPPN or otherwise to assist any such servants and their dependants provided always that IPPN shall not subscribe to any charity which does not prohibit the distribution of any of its income or property among its members to an extent at least as great as imposed on this Network under Clause 4 hereof.

- l) To purchase or otherwise acquire and undertake all or any part of the property assets, liabilities and engagements of any one or more Companies, Institutions, Societies or Network with which IPPN is authorised to amalgamate.
- m) To do all such other lawful things as are incidental or conducive to the attainment of the above objects.

The income and property of the Company shall be applied solely towards the promotion of its main object(s) as set forth in this Memorandum of Association. No portion of the Company's income and property shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to members of the Company. No Director shall be appointed to any office of the Company paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Company. However, nothing shall prevent any payment in good faith by the company of

- a) reasonable and proper remuneration to any member, officer or servant of the company (not being a Director) for any services rendered to the Company:
- b) interest at a rate not exceeding 5% per annum on money lent by Directors or other members of the Company to the Company:
- c) reasonable and proper rent for premises demised and let by any member of the company (including any Director) to the company:
- d) reasonable and proper out of pocket expenses incurred by any Director in connection with attendance to any matter affecting the Company:
- e) fees, remuneration or other benefit in money's worth to any Company of which a Director may be a member holding not more than one hundredth part of the issued capital of such Company.

No addition, alteration or amendments shall be made to or in the provisions of the Memorandum and Articles of Association of IPPN for the time being in force unless the same shall have been previously submitted to and approved by the Revenue Commissioners

The Company must ensure that the Charities Regulatory Authority has a copy of its most recent Constitution. If it is proposed to make an amendment to this Constitution which requires the prior approval of the Charities Regulatory Authority, advance notice in writing of the proposed changes must be given to the Charities Regulatory Authority for approval, and the amendment shall not take effect until such approval is received.

The liability of the members is limited.

Every member of IPPN undertakes to contribute to the assets of IPPN in the event of the same being wound up during the term that he is a member, or within one year afterwards for payment of the debts and liabilities of IPPN contracted before he ceases to be a member, and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding €5.

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 to or distributed among the members of the Company. The company or companies to which the property is to be given or transferred shall prohibit the distribution of their income and property among their members to an extent at least as great as is imposed on the Company under or by virtue of Clause [7] hereof. Members of the Company shall select the relevant company or companies at or before the time of dissolution, and if and so far as effect cannot be given to such provisions, then the property shall be given or transferred to some charitable object with the agreement of the Charities Regulatory Authority. Final accounts will be prepared and submitted that will include a section that identifies and values any assets transferred along with the details of the recipients and the terms of the transfer.

Any member may withdraw from IPPN by giving one month's notice in writing to IPPN of his/her intention so to do, and upon the expiration of such notice he shall cease to be a member.

Annual audited accounts shall be kept and made available to the Revenue Commissioners on request.

Prior permission of the Revenue Commissioners shall be obtained where it is intended to accumulate funds for a period in excess of two (2) years

**ARTICLES OF ASSOCIATION TO ACCOMPANY PRECEEDING MEMORANDUM OF ASSOCIATION OF
THE IRISH PRIMARY PRINCIPALS' NETWORK LIMITED**

In these articles

<i>the Act</i>	Companies Act 2014
<i>these Articles</i>	These Articles of IPPN as framed or as from time to time altered or added to by special resolution
<i>IPPN</i>	The above named company
<i>the Board of Directors</i>	Established to govern IPPN and constituted as hereinafter provided
<i>the National Council</i>	Consisting of two <i>representatives</i> elected by each County Network to represent its members at national level.
<i>the Chief Executive Officer</i>	<i>Any person appointed to manage the day to day operations and execute the strategic plan of the Organisation</i>
<i>the President</i>	Any person appointed to perform the duties of President of IPPN
<i>the secretary</i>	Nominated person(s) to carry out the functions of company secretary on behalf of the organisation
<i>the Office</i>	The registered office for the time being of
<i>Seal</i>	The Common Seal of IPPN
<i>Month</i>	Calendar Month
<i>Full Members</i>	Such Principals and Deputy Principals of primary schools including Acting Principals, acting Deputy Principals and those on secondment who are eligible and registered as members from time to time and who have paid the annual subscription up to date as hereinafter provided.
<i>Membership Year</i>	The year running from 1st September in any one year to 31st August in the following year
<i>County Networks</i>	The twenty-six counties in the Republic of Ireland.
<i>DES</i>	Department of Education & Skills

And words importing to singular number only shall include a plural and words importing the masculine shall include the feminine and vice versa.

Words importing persons shall include corporation, societies and companies. Subject to the aforesaid any words or expressions defined in the statutes shall, if not inconsistent with the subject or context bear the same meaning in these articles.

2 MEMBERSHIP

- 2.1 There shall be three categories of membership: full membership, associate membership, honorary membership. The number of members with which the company proposes to be registered is eight. This figure may subsequently be increased.
- 2.2 Full membership of IPPN shall be open to all Principals and Deputy Principals. Whether in an acting capacity or otherwise, of primary schools in the Republic of Ireland who have paid up-to-date the annual membership fee as proposed by the Board of Directors and ratified by the Annual General Meeting. The annual membership fee will become due at the beginning of each academic year and shall be payable in one payment.
- 2.3 Associate membership shall be open to all former Principals and Deputy Principals of primary schools and secondary schools who have retired and such other Principals and Deputy Principals from outside the jurisdiction as the Board of Directors may from time to time decide. Associate membership may also be offered to members of the wider educational community as deemed appropriate by the Board. The Annual subscription for Associate membership shall be set by the Board. A register of Associate members will be kept by the CEO.
- 2.4 Honorary membership shall be conferred by the Board of Directors on persons considered to have made an outstanding contribution to IPPN or to education in Ireland. Such honorary members shall not be required to pay an annual membership fee.
- 2.5 Corporate Membership may be made available to academic institutions and representative organisations at the discretion of the Board of Directors.
- 2.6 The Board of Directors shall have the power to suspend a member from membership, pending an investigation, in appropriate cases.
- 2.7 Any Member whose conduct is deemed, after due investigation by the Board of Directors, to be prejudicial to the interest of IPPN or who has been convicted of an indictable offence, may be called upon by written notice of the Board of Directors to resign membership. No disciplinary action shall be taken against a member unless that member has been given prior notice in writing of the matter(s) at issue and afforded due process, including a right to be heard in his/her own defence.

3 STRUCTURE

- 3.1 The membership of IPPN shall be divided into regions, based on existing geographical county boundaries, and each member will belong to the County Network determined by the county in which the school, where the member employed, is situated.
- 3.2 All principals and deputy principals of primary schools (including acting Principals, acting Deputy Principals shall be eligible to become members of IPPN.
- 3.3 Each County Network shall elect a County Network Committee, to fulfil the aims and functions of IPPN in their respective counties.
- 3.4 Each County Network shall facilitate the formation of principal support groups, in co-operation with other relevant bodies to support the members within each county.
- 3.5 Each County Network Committee will hold an annual general meeting during the first school term in each year, at which full members who have paid their annual subscription only, shall be eligible and entitled to attend and vote thereat.
- 3.6 Each County Network Committee shall elect two representatives to the National Council for a one-year period with rotation in addition to a Chairperson, a Co-ordinator for CPD, Co-ordinator for Newly Appointed Principals and a Co-ordinator for Support Groups as required
- 3.7 Vacancies on the County Network Committee occurring during the course of any year shall be filled from a list retained from the original election or filled by co-option.
- 3.8 Where possible, no officer shall continue to hold the same office for more than three consecutive years.
- 3.9 Voting for officers at election at County Network Committee level shall be by proportional representation
- 3.10 Each County Network Committee shall meet at least once in every school term.
- 3.11 Meetings of a County Network Committee may be called by the Chairperson or by 25% of ordinary members in the County Network. Except in the case of an extraordinary meeting, seven day's clear notice of any County Network Committee meeting shall be given.
- 3.12 Each County Network Committee will ensure that minutes of decisions taken at County Network Committee meetings will be kept and read out and approved at or prior to the next meeting thereof.
- 3.13 The Board of Directors shall provide support and guidelines for each County Network Committee.

4 NATIONAL COUNCIL

- 4.1 The National Council shall consist of the amalgam of two elected representatives from each County Network Committee. Additional members may be co-opted to the National Council by the Board of Directors.
- 4.2 The responsibilities of each National Council member shall be to:
 - 4.2.1 ensure effective two-way communication between the National Council and the member's County Network and Support Groups
 - 4.2.2 represent the key professional issues, concerns and needs of the member's County Network to the National Council
 - 4.2.3 communicate the decisions, policies and activities of the Board of Directors and National Council to the member's County Network
 - 4.2.4 assist the Board of Directors and National Council in developing IPPN policy by participating in research and development sub-committees.
- 4.3 The National Council shall meet at least once during each school term. One month's written notice of each National Council meeting will be sent to each member, prior to the date of each meeting.
- 4.4 A meeting of the National Council may be called at any time by the President or by 25% of members of the National Council. Where a meeting is called by the President, 7 days' notice will be given to each member.
- 4.5 The National Council shall ensure that a report and a record of decisions taken will be kept, circulated to National Council members prior to or at a subsequent meeting
- 4.6 Each County shall have two votes at a National Council meeting, one per council representative. A quorum of 50% shall apply to National Council meetings.
- 4.7 Proposals for the agenda of any meeting shall be forwarded to IPPN Chief Executive Officer not less than two weeks prior to such meeting. The agenda of any meeting should be circulated to National Council members one week prior to the meeting to which the agenda applies.
- 4.8 The National Council shall elect a Deputy President / President elect from the paid up membership and other such officers as agreed by the National Council from time to time. The election of Members of the Board of Directors shall be by proportional representation.
- 4.9 A member of the National Council who is absent without valid reason for two consecutive National Council meetings will forfeit his/her membership of the National Council.

5 BOARD OF DIRECTORS

- 5.1 The responsibility for the general leadership, management and organisation of IPPN shall be vested in the Board of Directors by the National Council.
- 5.2 The Board of Directors shall be no less than 9 and no more than 15.
- 5.3 The members of the Board of Directors, with the exception of Deputy President Elect, shall be elected at the National Council AGM, for a three- year term, over a three year rotating period, having regard, where practicable, to the desirability of geographical representation and gender balance.
- 5.4 The Board of Directors will determine the time, place and format for the annual general meeting of the National Council.
- 5.5 The Board of Directors shall be entitled to form advisory groups as they may require in order properly to transact the business of the Board of Directors. Where possible, at least one member of the Board of Directors shall be a member of each advisory group. Terms of Reference documents will be drafted for the purpose of defining the roles and accountability of any Advisory group deemed required by the Board.
 - 5.5.1 Governance and Nominations Advisory Group (GANAG) consists of Past Presidents of IPPN, the current President, Deputy President and CEO
 - 5.5.2 HR and Finance group consists of the Treasurer, CEO, President and deputy President and one other member appointed by the BOD
 - 5.5.3 Internal Audit Advisory Group consisting of the Treasurer, one other member of the Board of Directors and two members of the National Council
- 5.6 Each group shall adhere to the Terms of reference Documentation as derived by the Board of Directors.
- 5.7 The Board of Directors shall consult with and give reports and updates to the National Council at meetings and by other appropriate communications.
- 5.8 The Board of Directors shall elect IPPN's Treasurer from within its (Board) membership
- 5.9 The Board of Directors shall provide administrative support structures as deemed appropriate for the members of the Board of Directors and its Advisory Groups

6 ROTATION OF DIRECTORS

- 6.1 To allow for continuity a minimum of three Board of Director members would step back each year to allow for an election to take place. These three members would be decided by drawing of lots unless natural vacancies occur in the interim.
- 6.2 Vacancies which may occur during any one year on the Board of Directors shall be filled from a list retained from the previous election or filled by co-option by the Board of Directors.
- 6.3 The tenure of each member of the Board shall be 3 years from the date of appointment to the Board. A board member may present themselves for re-election on two further occasions with a maximum tenure of three terms.
- 6.4 Co-opted members to the Board of Directors shall automatically step back at the end of a boards' tenure .
- 6.5 A Board Member Co-opted to fill vacancy for whatever reason arising mid-term; shall complete the term remaining for that board member.
- 6.6 Co-opted members may however present themselves for election to the Board of Directors following the completion of a term as determined by Board & National Council. Following the election process to the Board of Directors, unsuccessful candidates may not be co-opted to the board.

7 PRESIDENT

- 7.1 The President may be seconded, by agreement of the Board of Directors, to serve his/her term of office.
- 7.2 The role of President is a paid member of IPPN staff; either through secondment or salary. The President will resign as a member of the Board. The Board of Directors may appoint the role of Chair to the President.
- 7.3 At the end of the term of office of the President, the President may become a member of the Board for a period of two further years.
- 7.4 The National Council shall elect a Deputy President in sufficient time to align with the start date of the President's two-year term. The Deputy President Elect shall be a member of the Board of Directors for a term of 2 years and will assume the role of President when the President's term of office is completed.
- 7.5 The Deputy President shall also assume the role of President in the event of resignation, incapacity or death of the President during the President's term of office and shall hold such office for the remainder of the President's term of office and the Deputy President's term of office in his/her own right as President subject to a maximum term in total of 3 years
- 7.6 The President is accountable to both the National Council and Board of Directors

The role of the President shall be to:

- a) chair meetings of the National Council and Board of Directors
 - b) be responsible, in conjunction with the CEO for the day to day management of IPPN
 - c) preside over and co-ordinate the work of the officers of IPPN
 - d) act as the official representative of IPPN, provided always that the President may choose to delegate certain aspects of this function to the Deputy President, the CEO or other members of the Board of Directors from time to time
 - e) Manage, in conjunction with the CEO, the internal communications of the Board of Directors and National Council.
 - f) co-ordinate the agenda for meetings
 - g) facilitate decision making processes
 - h) ensure IPPN's compliance with Company Law, the Revenue Commissioners and other relevant legislation
 - i) Ensure that IPPN's responsibilities and rights as an employer are met, particularly in relation to recruitment, contracts, performance reviews, salaries, statutory deductions, pensions, grievance/disciplinary procedures as well as the pastoral care/health & safety of staff.
- 7.7 The President does not vote at Board Meetings. In the event of a tied vote the Deputy President or in their absence, another appointed member of the board, will have a casting vote
- 7.8 The Board of Directors shall provide administrative support structures for the President.

8 CHIEF EXECUTIVE OFFICER

- 8.1 IPPN shall employ a Chief Executive Officer on a fixed term contract basis whose role and function shall be to lead, manage and organise the activities of IPPN in compliance with the policies, aims and objectives of IPPN as determined by the Board of Directors.
 - 8.2 The CEO shall be accountable to the Board of Directors and National Council on policy matters and shall be accountable to the President and Board of Directors on day to day IPPN operational matters.
 - 8.3 The CEO shall be responsible, in conjunction with the President, for the day to day management of IPPN
 - 8.4 The Board of Directors shall provide administrative support structures for the CEO
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9 ANNUAL GENERAL MEETING

- 9.1 IPPN shall in each year hold a General Meeting of the elected representatives of each of the County Networks as its Annual General Meeting in addition to any other meeting in that year. It shall specify the meeting as such in the notices to members.
- 9.2 Each Annual General Meeting of IPPN shall be held not less than 10 months and not more than 14 months after the preceding Annual General Meeting.
- 9.3 At each Annual General Meeting the Chair shall be taken by the President or the Deputy President or, in their absence, by a Chairperson selected by the Board of Directors.
- 9.4 The business of each Annual General Meeting shall include:
 - 9.4.1 Adoption of standing orders
 - 9.4.2 Adoption of amendments to the Memorandum & Articles of Association
 - 9.4.3 Adoption of Minutes of the previous Annual General Meeting
 - 9.4.4 Adoption of Minutes of any Extraordinary General Meeting held since the last Annual General Meeting
 - 9.4.5 Consideration of CEO's Report
 - 9.4.6 Consideration of Board of Director reports
 - 9.4.7 Consideration of audit committee's report
 - 9.4.8 Ratification of membership fee proposed by Board of Directors
 - 9.4.9 Election of Auditors
 - 9.4.10 Election of officers to form the Board of Directors
- 9.5 Proposals for consideration at the Annual General Meeting must be submitted from the County Networks or the Board of Directors to the CEO and President at least four weeks before the Annual General Meeting. A list of proposals shall be circulated to all members at least two weeks before the Annual General Meeting. All amendments to such proposals must be submitted from the County Networks to the Board of Directors at least one week before the Annual General Meeting. All such amendments must be published prior to the Annual General Meeting. The Board of Directors shall have the power to add emergency proposals to the agenda.
- 9.6 All issues, except elections, shall be decided by a simple majority of council representatives present and eligible to vote. Election ballots for nominees to the Board of Directors shall be by proportional representation.

10 FINANCE AND ACCOUNTS

- 10.1 The Board of Directors shall have ultimate responsibility for the finances of IPPN, and shall cause proper books of accounts to be kept by or on behalf of the Treasurer relating to:
- a) All sums of money received and expended by IPPN and the matters in respect of which the receipt and expenditure takes place;
 - b) All sales and purchases of goods by IPPN;
 - c) The assets and liabilities of IPPN.
- 10.2 The Board of Directors shall appoint a Treasurer, whose role and function shall be as follows:
- 10.2.1 budgeting for and monitoring of the finances of IPPN.
 - 10.2.2 co-ordinating the raising of sponsorship, collection of membership fees, application to relevant authorities for financial assistance and preparation of accounts for the Board of Directors.
 - 10.2.3 payment of expenses to Board members and National Council members and payment of salaries and allowances to employees of IPPN
 - 10.2.4 arranging that all accounts of IPPN are audited annually on the basis of a *financial year ending on the 31st December in each year.*
 - 10.2.5 determining the financial accounting practices of the Board of Directors, National Council and County Networks, subject to the advice of IPPN's auditor.
 - 10.2.6 furnishing an interim financial report to each meeting of the Board of Directors.
- 10.3 A bank account or accounts for the purposes of IPPN shall be opened and kept at such bank or banks as may from time to time be selected by the Board of Directors. Every sum of money received for IPPN shall forthwith be paid to the credit of the foregoing bank account(s) unless otherwise directed by the Board of Directors.
- 10.4 All cheques of IPPN shall be jointly signed by any two of the following: The Treasurer, the President, the CEO or others as agreed by the Board. The bank of IPPN shall be instructed accordingly.
- 10.5 The Treasurer shall report and be answerable to the Board of Directors for the finances of IPPN with the exception of petty cash payments not exceeding €300.
- 10.6 All payments of expenses and other payments shall be discharged by cheque or electronic transfer.
- 10.7 The Treasurer will present a quarterly balance sheet, financial reports and bank balances as required, to the Board of Directors.
- 10.8 Independent auditors shall be appointed by the Board of Directors and their duties regulated in accordance with the Act.

11 AMENDMENTS

Any additions, alterations or deletions to the Memorandum or Articles of Association of IPPN may only and will be made by a simple majority of the National Council present casting one vote per council representative

12 THE SEAL

The Seal shall be used by the authority of the Board of Directors and every instrument to which the Seal shall be affixed shall be signed by a member of the Board of Directors and shall be countersigned by the Secretary/Chief Executive Officer of IPPN or by a second member of the Board of Directors or by some other person appointed by the members of the Board of Directors for the purpose.

Notices

A notice may be given by IPPN to any member either personally or by sending it by post to his/her registered address or by electronic mail. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting at the expiration of 24 hours after the letter containing the same is posted and in any other case at the time at which the letter would be delivered in the ordinary course of post.

Notice of every General Meeting shall be given in any manner hereinbefore authorised to: -

- (a) All County Network representatives; and
- (b) The Auditor for the time being of IPPN.

No other person shall be entitled to receive notices of General Meetings.

We, the several persons whose names, addresses and descriptions are subscribed, wish to be formed into a company in pursuance of this Memorandum and Articles of Association of IPPN.

13 NAMES ADDRESSES AND DESCRIPTIONS OF ORIGINAL SUBSCRIBERS:

Name	Surname	School Name	Addresss
Virginia	O'Mahony	Scoil Chaitríona Senior	Renmore, Galway
Tomás	O Slatara	SN na Grainsi	Clonmel, Tipperary
Larry	Fleming	Ballinamere NS	Tullamore, Offaly
Nora	Kavanagh	Scoil Bhríde	Tullamore, Offaly
Margaret	Cooney	Holy Family SNS	Ennis, Clare
Kevin	O'Meara	Our Lady Immaculate SNS	Darndale, Dublin
Pat	Goff	Scoil Mhuire	Coolcotts, Wexford
Tom	McGann	Scoil Na Coróine Mhuire	Ashford, Wicklow
Padraic	McKeon	Holy Family NS	Newport, Mayo

Witness to the above signatures: - Jim Hayes, Scoil Oilibheir, Ballyvolane, Cork