

CONSTITUTION
OF
THE NATIONAL EARLY CHILDHOOD DEVELOPMENT ALLIANCE

1. NAME OF THE ORGANISATION

- 1.1 The organisation shall be known as the NATIONAL EARLY CHILDHOOD DEVELOPMENT ALLIANCE (hereinafter referred to as “The Alliance”).

2. LEGAL NATURE OF THE ALLIANCE

- 2.1 The Alliance shall be a voluntary, non-profit association with perpetual succession, independent of its members, capable of entering into contractual and other relations, of suing and being sued, and owning property in its own name.
- 2.2 The Alliance alone, and not its members, is liable for its debts and commitments.
- 2.3 The Alliance may affiliate to any organisation that serves its cause.

3. DEFINITIONS

- 3.1 *Member* means any registered non-profit ECD organisation or individual that subscribes to the aims of the Alliance and this Constitution and who is granted member status.
- 3.2 *Management Board* means the Management Board constituted in terms of clause 7.
- 3.3 *Early Childhood Development (ECD)* means the processes by which young children from birth to at least nine years of age grow, thrive and develop to their full cognitive, emotional, social and physical potential.
- 3.4 *Office-bearers* means the Chairperson, Deputy Chairperson and Treasurer of the organisation.

4. AIMS

- 4.1 The principal aims of the Alliance are to build a better future for children and promote the child’s rights to ECD and wellbeing for all children in their home and community. This object shall be achieved by, *inter alia*
- 4.1.1 Strengthening the capacity of Alliance members to serve and advocate for children, families and communities;
- 4.1.2 Encouraging continuous professional growth of educators working with young children;
- 4.1.3 Raising public awareness of the rights and needs of all young children, in particular addressing inequality and the needs of those who are most disadvantaged;

- 4.1.4 Promoting national strategies, programmes and practices to support the development of children from birth to nine years;
 - 4.1.5 Developing a national network for sharing resources, materials, skills, knowledge and experience;
 - 4.1.6 Building resource mobilisation capacity by providing training, advice and learning opportunities;
 - 4.1.7 Advocating for public policies and an enabling environment to encourage growth of ECD;
 - 4.1.8 Being a leading African voice advocating quality, affordable ECD provision for all;
 - 4.1.9 Stimulating investment in ECD by business, national, provincial and local government, and civil society;
 - 4.1.10 Encouraging partnerships among communities, schools and business leaders to improve early childhood development;
 - 4.1.11 Lobbying for allocation of resources for young children and their families;
 - 4.1.12 Lobbying for the development, implementation and monitoring of high quality national standards for ECD provision;
 - 4.1.13 Promoting inclusion in all early year settings and challenging inequalities that affect young children;
 - 4.1.14 Strengthening the African ECD voice internationally; and
 - 4.1.15 Working in collaboration and partnership with other ECD organisations.
- 4.2 These objects of the Alliance shall be carried out in a non-profit manner, and with an altruistic or philanthropic intent and the activities of the Alliance shall be for the benefit of or widely accessible to the general public at large.

5. POWERS

- 5.1 The Alliance shall have all the legal powers and capacity of an individual necessary to achieve its main and supplementary objects:
 - 5.1.1 except to the extent necessarily implied by its stated objects;
 - 5.1.2 except to the extent that a juristic person is incapable of exercising such a power or having such a capacity; and
 - 5.1.3 subject to such restrictive conditions and other limitations or qualifications, as are contained in this constitution.
- 5.2 The powers of the Alliance may only be executed in accordance with the main object of the Alliance.

6. MEMBERS AND MEMBERSHIP

6.1 Members of the Alliance shall be registered non-profit ECD organisations and individuals that support the aims and policies of the Alliance and that have been accepted as members as provided in this Constitution.

6.2 Procedure for Application for Membership

6.2.1 Any registered non-profit ECD organisation or qualified individual shall be entitled to apply for membership of the Alliance by applying to the Management Board on the prescribed membership form and in accordance with the prescribed procedure.

6.2.2 The Management Board shall have sole discretion whether to admit any organisation or person as a member of the Alliance, provided that any applicant, whose application is refused, shall be entitled to appeal against such decision.

6.2.3 Alliance Membership may be granted by the Management Board to any person, organisation or network that subscribes to the aims and objectives of the Alliance.

6.3 Classes of membership

Members of the Alliance shall be made up of:

6.3.1 Individual members comprising such academics, researchers, specialists and ECD consultants as support the work of the Alliance, and are admitted to membership. Individual members shall be liable for an annual membership fee, but shall be non-voting members;

6.3.2 Organisation members which shall be registered non-profit ECD organisations who have been admitted to membership in terms of clause 6.2, and paid their membership fees. Organisation members shall be voting members.

6.4 Representatives of members

6.4.1 Members which are not individuals (Organisation members) shall select and notify the Alliance of the name and contact details of the person selected by them to attend meetings, represent the views of the member, and vote on behalf of the Organisation member.

6.4.2 Organisation members shall notify the Alliance of any change in the representative or of their contact details.

6.5 Termination of Membership

6.5.1 A member shall cease to be a member of the Alliance if:

6.5.1.1 The member resigns or withdraws support by written notice to the Management Board;

6.5.1.2 If it is an Organisation member and the organisation ceases to exist;

6.5.1.3 The Management Board decides to expel any member from the Alliance when, in the opinion of the Management Board, such a member has materially contravened any of the objectives or resolutions of the Alliance;

- 6.5.1.4 Any member who has been expelled by the implementation of clause 6.5.1.3 shall be entitled to appeal against such decision.

6.6 Membership Fees

- 6.6.1 The Alliance may determine membership fees payable by members, which shall be determined per class of member and, within the Organisation class, based on turnover of the member as per their Annual Financial Statements, copies of which shall be supplied to the Alliance in each year.

6.7 Good Governance and Best Practice

- 6.7.1 All Alliance members must implement good governance and best practice in all their work.

7. STRUCTURE OF THE ALLIANCE

7.1 Management Board

- 7.1.1 The leadership, management and administration of the Alliance shall vest in a Management Board, comprising of six members, elected from amongst the representatives of the Organisation members of the Alliance, provided that at least 3 of the committee members shall be persons who are not connected persons in relation to each other (as defined in the Income Tax Act, 1965, as amended ("the Act")). No single person shall directly or indirectly control the decision-making powers of the Alliance.
- 7.1.2 The Management Board shall represent the Alliance in a responsible and appropriate manner.
- 7.1.3 When electing the members of the Management Board, regard shall be had to the aims of the Alliance as spelt out in clause 4, in order to achieve a composition of members on the Management Board that will give effect to the aims.
- 7.1.4 Persons employed by the Alliance may be elected to the Management Board provided that no more than one-third of the Management Board shall be employees of the Alliance.
- 7.1.5 The Alliance shall elect a Chairperson, a Deputy Chairperson and a Treasurer.
- 7.1.6 Disciplinary action will be taken against any member of the Management Board who fails to fulfil responsibilities and tasks undertaken.

7.2 Election of the Management Board

- 7.2.1 Members of the Management Board shall be elected at every third Annual General Meeting and shall serve three-year terms and, at the end of their first term of office, be eligible for re-election for one further consecutive three-year term.
- 7.2.2 If any position on the Management Board becomes vacant, for any reason, the Board shall have the power to co-opt such other qualified person/s as it may see fit, to fill such open position/s. Such co-opted members of the Board shall be full members of the Board and shall serve us such until the following AGM at which elections take place, or until they otherwise depart office.

7.3 Powers and Duties of the Management Board

7.3.1 The Management Board shall manage all the business and affairs of the Alliance. The Management Board shall have full power and authority to carry out all the aims of the Alliance. The Management Board shall more particularly:

7.3.1.1 Interpret, implement and promote the aims of the Alliance;

7.3.1.2 Obtain support, financial or otherwise, for the Alliance provided that the Alliance shall be prohibited from accepting any donation which is revocable at the instance of the donor for reasons other than a material failure to conform to the designated purposes and conditions of such donation, including any misrepresentation with regard to the tax deductibility thereof in terms of section 18A of the Act: Provided that a donor (other than a donor which is an approved public benefit organisation or an institution, board or body which is exempt from tax in terms of section 10(1)(cA)(i), which has as its sole object or purpose the carrying out of any public benefit activity) may not impose conditions which could enable such donor or any connected person in relation to such donor to derive some direct or indirect benefit from the application of such donation;

7.3.1.3 Network and liaise with other relevant organisations;

7.3.1.4 Administer the financial affairs of the Alliance, and invest the funds and assets of the Alliance in securities nominated by it and vary, realise and deal with such investments at its discretion;

7.3.1.5 Decide what amount of funds shall be invested and what amount should be retained for programme expenses; operate a current banking account with a registered bank selected by it in the name of the Alliance, operate any other accounts that, in the opinion of the Management Board, are necessary for the due and proper administration of the financial affairs of the Alliance; and nominate at least two persons to sign any cheque drawn on such account or accounts or authorise any transaction;

7.3.1.6 Ensure that financial procedures and protocols (including a detailed delegation of authority frameworks) are put in place, reviewed regularly, and adhered to by the officers of the Alliance.

7.3.1.7 Hold, lease and own property of any kind in the name of the Alliance;

7.3.1.8 Sell, exchange, lease, mortgage or otherwise alienate any or all of the assets of the Alliance;

7.3.1.9 Enter into such contracts and engage in such transactions as may be necessary to achieve its objectives;

7.3.1.10 Employ any person in the interests of the Alliance and remunerate and terminate such employment accordingly provided that the Alliance will not pay any remuneration, as defined in the Fourth Schedule of the Act, to any employee, office bearer or other person which is excessive, having regard to what is generally considered reasonable in the sector and in relation to the service rendered, and will not economically benefit any person in a manner which is not consistent with its object;

- 7.3.1.11 Develop and enforce employment policies and procedures in relation to employed staff;
- 7.3.1.12 Register the name and, if necessary, the Constitution and Rules of the Alliance under any law;
- 7.3.1.13 Institute and defend in the name of the Alliance, any legal proceedings brought on behalf of or against the Alliance and provide assistance to any individual member of the Alliance in the institution or defence of any legal proceedings, provided that such action is at the discretion of the Management Board;
- 7.3.1.14 Support the establishment of provincial and local committees of the Alliance and, in the event of their establishment, consult with them on their structure and organisation and the detailed nature of their relationship with the Alliance;
- 7.3.1.15 Delegate any of its powers to a sub-committee of the Management Board;
- 7.3.1.16 Encourage Alliance members to participate in the operations of the Alliance;
- 7.3.1.17 Approve or reject membership applications;
- 7.3.1.18 Have the power to terminate the membership of any member in terms of the provisions of clause 6.5.1.3.

7.4 Meetings of the Management Board

- 7.4.1 A meeting of the Management Board shall be convened by the Chairperson or at the request of any four Management Board members who advise the Chairperson of the purpose for which they desire such meeting to be convened. The competency of the Management Board to make such decisions at such meetings shall not be limited to the matter or matters for which it was convened.
- 7.4.2 The Management Board shall meet at least once per quarter. Up to half of the annual Board meetings may be conducted by electronic and/or teleconference means.
- 7.4.3 One week before any meeting of the Board, a written agenda shall be circulated to all members of the Management Board, unless at the meeting immediately preceding the Management Board unanimously resolved that it would not be necessary to circulate such an agenda. Such agenda will include the confirmation of the minutes of previous meeting and the possibility of discussing any unscheduled business as provided for in 7.4.1 above.
- 7.4.4 All Management Board meetings shall be presided over by the Chairperson or in the absence of the Chairperson, by the Deputy Chairperson or, in the absence of both, by any other person nominated by the other members of the Management Board.
- 7.4.5 50% of the membership of the Management Board shall constitute a quorum.
- 7.4.6 Any matter before the Management Board shall be resolved by a simple majority of those present and voting. In the event of an equality of votes, the Chairperson shall have a casting vote.

- 7.4.7 A written resolution, signed by sufficient of the Management Board members to constitute a quorum, shall be as valid and effectual as if it had been passed at a meeting of the Management Board duly called and constituted. These resolutions shall be recorded and ratified at a subsequent meeting of the Management Board at which there is a quorum.
- 7.4.8 Minutes shall be taken at all Management Board meetings and shall be available for inspection by any interested member.
- 7.4.9 Failure to attend three consecutive committee meetings without apology shall render a member of the Management Board liable for removal from office by vote of the Management Board.

7.5 Termination of Office

- 7.5.1 A member of the Management Board shall cease to hold office if:
- 7.5.1.1 The member resigns;
- 7.5.1.2 The member fails to attend three consecutive meetings of the Management Board without an apology and a valid excuse and is removed in terms of clause 7.4.9;
- 7.5.1.3 The Management Board decides to remove the member from office for a valid reason after having given the member the opportunity to make representations against such removal to the Management Board.

7.6 Liabilities and Limitation of Liability in Respect of the Management Board

- 7.6.1 The Management Board or individual members thereof shall be and are hereby indemnified from and against all losses, charges, costs, damages and all and every other expense and liability which they may incur in the exercise or performance of or the omission to exercise or perform any power or duty conferred or imposed on them in terms of this Constitution, unless such an act or omission was in bad faith, willful or grossly negligent. In addition, none of the Management Board members shall be held responsible for any act or default of any one or other of them.
- 7.6.2 No member, office or employee shall unilaterally bind the Alliance in any transaction, negotiation, statement or action without the express authority of the Management Board. In the event of any person contravening this provision, the Alliance may, after a proper motion to that effect has been considered and passed by the Management Board, call upon the member organisation to replace such person with another representative.
- 7.6.3 Membership of the Alliance shall not entitle any member to any proprietary right, title or claim to any assets of the Alliance.
- 7.6.4 No member of the Management Board or any employee shall have any financial or other interest in or obtain any benefit, direct or indirect, from any contract that the Alliance may conclude with any person. The Management Board may allow exceptions to this rule after full consultation and disclosure of the interests concerned to the Management Board.

8. MEETINGS OF MEMBERS

8.1 An Annual General Meeting shall be held every year at such date and venue as determined by the Management Board and upon not less than 21 days' prior written notice given to members. This notice shall include an agenda, the audited financial statements and a report from the Chairperson.

8.2 Proceedings at the Annual General Meeting

8.2.1 The Annual General Meeting shall:

8.2.1.1 Adopt the minutes of the previous Annual General Meeting;

8.2.1.2 Receive and consider the Chairperson's report and financial statements for the preceding years;

8.2.1.3 Consider any reports received from sub-committees, Alliance provincial and local committees;

8.2.1.4 At every third meeting, elect members of the Management Board;

8.2.1.5 Consider any notice of motion which has been submitted to the Secretary in writing, and which has to be submitted at least 21 days prior to the Annual General Meeting;

8.2.1.6 Appoint an auditor; and

8.2.1.7 Transact any other business.

8.3 Extraordinary General Meetings

8.3.1 The Management Board shall convene an Extraordinary General Meeting within 30 days of the receipt by the Chairperson of a request for such a meeting signed by no less than 40% of members specifying the purpose of such meeting.

8.3.2 Not less than 21 days' written notice shall be given of any Extraordinary General Meeting and the notice convening the meeting shall clearly state its purpose. Where the meeting is being called because of a requisition contemplated in clause 8.3.1, the Management Board must give the notice within 21 days of its receipt of the request.

8.3.3 Any notice of any meeting shall be deemed adequate if addressed to a member's last address or dispatched to a member's last telefax number or e-mail address as provided to the Alliance, and shall state the date, time and venue of the meeting, but still subject to any other formalities for such notice as required by this Constitution.

8.4 General Procedures

8.4.1 A quorum at any Annual General Meeting or Extraordinary General Meeting shall be 30% of the membership as reflected in the Alliance's membership register six months prior to the holding of that meeting.

8.4.2 If there is no quorum at the stipulated time of the meeting, and the meeting is a Annual General Meeting, then the meeting shall be adjourned for a further period agreed to by those present, provided that no less than seven days' notice in writing is given to all members of the date, time and

venue to which the meeting is adjourned. At the adjourned meeting all of those members present and voting shall constitute a quorum.

- 8.4.3 The Alliance Chairperson shall chair meetings. In the absence of the Chairperson of the Alliance, the Deputy Chairperson shall chair meetings. In the absence of both the Chairperson and the Deputy Chairperson, then by another person appointed by the Management Board.
- 8.4.4 Only paid up organization members will be able to vote at any meeting.
- 8.4.5 Every organisation member represented at the meeting shall have one vote.
- 8.4.6 Organisation Members shall be able to vote by proxy, provided that written verification of the consent of the absent member is available at the time of voting.
- 8.4.7 Decisions will be taken by a simple majority, provided that if there is an equality of votes on any issue put to the vote, the Chairperson of the General Meeting shall exercise a deciding vote.
- 8.4.8 Minutes of the meeting and an attendance register will be kept. These will be open for inspection by members.

9. FINANCIAL AFFAIRS

- 9.1 Any income and property of the Alliance shall be applied solely towards the promotion of its aims or for investment for furtherance of these objects and no funds will be distributed to any person other than in the course of undertaking any 'public benefit activity' (as defined in the Act).
- 9.2 No portion of the income or property shall be paid or transferred, whether directly or indirectly, to any member or members of the Alliance or any other person or persons, provided that nothing herein contained shall prevent the payment in good faith of reasonable remuneration to any officer of the Alliance or any other member or any other person in return for any services actually rendered to it or in payment of any monies disbursed on its behalf by such a person.
- 9.3 No activity of the Alliance will directly or indirectly promote the economic self-interest of any office-bearer or member of the Alliance, otherwise than by reasonable remuneration.
- 9.4 The Association shall be prohibited from using its resources directly or indirectly to support, advance or oppose any political party.
- 9.5 The Alliance shall comply with such reporting requirements as may be determined by the Commissioner for the South African Revenue Service from time to time under section 30(3)(e) of the Act.
- 9.6 The Board shall authorise signatories to operate the banking account of the Alliance, and at least two of such appointed signatories shall be required to sign cheques or otherwise authorise (with two individual secure private passwords), any transaction conducted through the banking account.
- 9.7 The Treasurer will ensure that the accounts of the Alliance are open to inspection at reasonable request of any member of the Alliance.

- 9.8 An auditor shall be appointed by the members in an Annual General Meeting to report on the accounts of the Alliance at the end of the financial year as stipulated in clause 8.2.
- 9.9 The financial year of the Alliance shall run from 1 April to 31 March of each following year.

10. AMENDMENTS TO THE CONSTITUTION

- 10.1 The Constitution may only be amended at an Annual General Meeting or Extraordinary General Meeting by way of a special resolution to amend the Constitution at which 75% of those present and voting are in favour of the amendment. The same quorum requirements will apply as set out in clauses 8.4.1 and 8.4.2.
- 10.2 30 days' notice of any proposed amendment to the Constitution shall be given to all members.
- 10.3 The notice convening the meeting at which the motion to amend this Constitution is put forward, shall set forth the proposed amendment or amendments to the Constitution in detail.
- 10.4 Copies of such amendments shall, if the Alliance is exempted from payment of normal tax or authorised to issue receipts under s18A of the Act, be sent for their records to the Commissioner for the South African Revenue Services or his authorised representative.
- 10.5 Copies of such amendments shall, if the Alliance is registered as a non-profit organisation, be sent to the Directorate of Non-Profit Organisations.

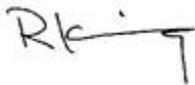
11. DISSOLUTION

- 11.1 The Alliance shall be dissolved by a resolution at an Annual General Meeting or an Extraordinary General Meeting at which 75% of those present and voting are in support of such dissolution. The same quorum requirements as set out in clauses 8.4.1 and 8.4.2 will apply.
- 11.2 The notice convening a meeting to discuss such resolution shall state that a motion to dissolve the organisation is to be placed before the meeting.
- 11.3 The notice shall be sent to all members per registered post and shall be posted at least 30 days prior to the date of the meeting.
- 11.4 Upon the dissolution of the Alliance, the Management Board shall ensure that the debts and liabilities of the alliance shall be discharged from the funds and assets of the Alliance. The funds and assets remaining thereafter shall be donated to any non-profit ECD organisation situated in South Africa having similar objects to the Alliance, as designated and decided upon by the Management Board and which, if the Alliance is exempt from income tax, donations tax and estate duty, under the relevant laws of the country is/are:
- 11.4.1 any similar public benefit organisation, which has been approved in terms of section 30 of the Income Act, 1965, ("the Act");
- 11.4.2 any institution, board or body which is exempt from income tax in terms of section 10(1)(cA)(i) of the Act, which has its sole or principal object the carrying on of any public benefit activity; or

11.4.3 any department of state or administration in the national or provincial or local sphere of government of the Republic, contemplated in section 10(1)(a) of the Act; and

if the Alliance is registered as a NonProfit Organisation, which are themselves registered as NonProfit Organisations.

THIS AMENDED CONSTITUTION WAS APPROVED AND ACCEPTED BY MEMBERS OF THE NATIONAL EARLY CHILDHOOD DEVELOPMENT ALLIANCE AT THE ANNUAL GENERAL MEETING HELD AT Kempton Park, Johannesburg ON THE 06th OF JUNE 2018.



.....
CHAIRPERSON

Rene King



.....
DEPUTY CHAIRPERSON

Monica Stach