

## MEMORANDUM OF UNDERSTANDING (MOU)

between

the Education Authority

and

the Controlled Schools' Support Council

This Memorandum of Understanding (MOU) sets out a framework for co-operation between the Education Authority (EA) and the Controlled Schools' Support Council (CSSC).

### **I. Purpose & scope**

The purpose of this MOU is to clearly identify the respective roles and responsibilities of each party. This MOU is not intended to be legally binding and accordingly no legal obligations or legal rights shall arise between the parties from its terms.

### **II. Background**

The five Education and Library Boards (ELBs) were dissolved on 31 March 2015. The Education Authority was established on 01 April 2015 and is now responsible for all of the operational functions previously carried out by the five ELB's in accordance with the Education Orders.

The Education Authority is the managing authority for Controlled Schools and its responsibilities are outlined in section III.

The Controlled Schools Support Council was established in September 2016 to provide support for controlled schools in accordance and its functions as outlined in section IV.

### **III. Education Authority responsibilities**

The Education Authority has responsibility for the provision of education and youth Services in Northern Ireland in accordance with the Education Act (Northern Ireland) 2014. These responsibilities include;

**Education:** School Improvement; School Governance, Professional Learning and Development; Strategic Area Planning; Community Planning; Shared Education and Community Use of Schools.

**Children and Young Peoples' Services;** Special Education Operations and Provision; Pupil Support Services; Pupil Welfare Services (including Child Protection); Youth Service and Early Years.

**Operations and Estates;** Capital Development; Estate Services and Maintenance; Energy Management and Efficiency; Health and Safety; Catering Service; Emergency Management and Planning; Free School Meals and Clothing; Transport Service; Schools Admissions; Claims and Legal and Student Finance.

**Finance;** Budgetary Control; Management Accounting; Financial Accounts; Financial Planning; LMS; Payroll and Pensions; Accounts Payable; Accounts Receivable; Cash Management; Income Generation; Reprographics; Registry and ICT.

**Human Resources;** HR Policies and Procedures; Employee Welfare; Recruitment; Employee Records; Equality Monitoring; Industrial and Employee Relations and HR Advisory Services for Schools.

#### **IV. CSSC Responsibilities under this MOU**

The functions of CSSC as agreed by the Executive include:

- providing a representational and advocacy role for controlled schools including advice and support in responding to consultation exercises in respect of education policies, initiatives and schemes and in regard to relationships with the Department, the Education Authority and other Departments;
- work with schools within the sector to develop and maintain its collective and inclusive ethos, including, where appropriate, a role in identifying, encouraging and nominating governors and ensuring that ethos is part of employment considerations;
- work with the Education Authority to enhance educational standards within the sector;
- participating in the planning of the schools estate, assessing ongoing provision within the sector; participating in area-based planning coordinated by DE and the Education Authority, including membership of the Department's area planning steering group;
- engaging, where appropriate, in strategic planning processes, including community planning; and
- building co-operation and engage with other sectors in matters of mutual interest, including the promotion of tolerance and understanding.

## **V. Terms and conditions**

It is mutually understood and agreed by and between the parties that:

1. Each party takes legal and financial responsibility for the actions of its respective employees, officers, agents, representatives and volunteers.
2. Each party, at its sole cost and expense, shall carry insurance or self-insure to cover its activities in connection with this MOU.
3. The EA and the CSSC will provide advice to each other for the purpose and scope of this MOU. Unless agreement is made to the contrary in writing, the EA and the CSSC will provide this advice at no cost. Where permitted by relevant legislation, the EA and the CSSC may, by mutual agreement, enter into arrangements to pay for advice or services from the other.

## **VI. Collaboration**

It is agreed that the EA and the CSSC should work together in the best interests of all Controlled Schools in Northern Ireland, sharing an open and transparent relationship which recognises and respects one another's roles and responsibilities. This necessarily implies ongoing dialogue and exchange of information on matters of mutual interest. This MOU will be supported by protocols which will set out respective roles for agreed areas of collaboration:


- Collaboration will at all times respect the individual responsibilities of the Education Authority and the Controlled Schools' Support Council.
- EA and CSSC will work together to facilitate the effective delivery of the functions, roles and responsibilities of each organisation.
- EA may invite the CSSC to carry out special projects, including research and evaluations, as appropriate.
- Collaboration work will be approved by the Director of Education in the Education Authority and the Chief Executive of the Controlled Schools Support Council.
- For each area of collaborative work a named officer from each organisation will be identified by the Director of Education in EA and the Chief Executive of CSSC.
- Each organisation will commit the necessary staff time/resources to enable effective collaboration.

**VII. It is mutually understood and agreed by and between the parties that:**

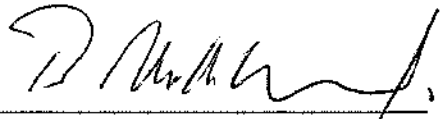
1. The EA and the CSSC will review this MOU not later than 3 years after it has been agreed.
2. This MOU will be amended as required to reflect changes in policy.
3. The agreement will be terminated upon the agreement of both parties giving 2 months' notice in writing to the other party.

**VIII. Effective date and signature**

This MOU shall be in effect upon the signature of the EA's and CSSC's authorised officials. It shall be in force from 23 November 2017.

  
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Mr Gavin Boyd, Chief Executive

5/12/17  
Date

  
\_\_\_\_\_  
Mr Barry Mulholland, Chief Executive

5/12/17.  
Date