

A model for a local children and young people partnership which seeks to combine the statutory position of schools within the legal requirements of the Education (School Government) Collaboration Regulations 2003 and enables other stakeholders to fully participate in the collaborative arrangements

	<p>Children and Young Peoples Partnership</p>
	<p style="text-align: center;">MEMORANDUM OF UNDERSTANDING</p> <p style="text-align: center;">An Agreement for the Collaborative Provision of Extended Services in the [xxxxx] Children and Young People Partnership .</p> <p>Introduction</p> <p>This Memorandum of Understanding (MoU) is not able to constitute a legally enforceable contract or to create any rights or obligations which are legally enforceable. All parties acknowledge that schools enter in accordance with the legal requirements of the Education (School Government) Collaboration Regulations 2003. Whilst a school governing body remains within formal collaborative arrangements, this agreement is enforceable by the local authority. The MoU seeks to respect the above position in relation to schools and provide a framework in which other stakeholders are recognised in the partnership.</p> <p>This is a general commitment of co-operation covering the establishment and delivery of extended services, and as such acts as a formal statement of interest and intention to co-operate.</p> <p>This agreement is between:</p> <ol style="list-style-type: none"> 1. _____ . 2. _____ 3. _____ <p>Purpose and Introduction</p> <p>The purpose of this MoU is to set out the matters agreed between the schools and partners within the cluster which merit specific mention and to inform the formation of a framework for the development of extended services to the local community served by the schools and partners.</p> <p>This Memorandum of Understanding has regard to the proposed aims and objectives of the as provided by the [xxxxxx] children and young peoples partnership business plan.</p>

General Principles

Each school is at the heart of its community, working within area clusters to establish strong, dynamic partnerships with other local schools *and Children's Centres*, sharing facilities with other schools, children centres and the wider community.

The [xxxx] children and young peoples partnership will # - *insert cluster vision and common purpose here.*

The [xxxx] Partnership will ensure that it effectively engages with its local community and parents/carers and that it effectively provides for all young people and families it serves. It is essential that it should build on existing local partnerships across schools and other providers.

Scope and Provisions of the Agreement

Scope and Purpose of the Extended Services Provision

[to be agreed during the consultative development of this constitution]

Governance

Governance Group - Joint Committee.

The collaborating schools and partners will form a joint committee to govern the extended services provision within the cluster and to provide a recognised voice within Leeds Children trust arrangements for the locality served. The joint committee will be established under a separate constitution and terms of reference agreed by the participating governing bodies and by other partners.

The committee has overall responsibility for setting the priorities for the extended services business plan, for quality assuring activities and monitoring the impact on children and young people. As the committee acts under delegated powers from the collaborating school governing bodies, the minutes from the meetings should be made available to all governors from the collaborating governing bodies.

This memorandum of understanding is intended to cover those matters of a leadership, management and administrative nature that make clear the interests and obligations of those participating in the collaborative arrangements.

Membership of the Governance Group

Schools – Governors and Headteachers
Children Centres

Leeds City Council – Elected Member (or officer where agreed locally with elected members) (Representation of elected members would need to be agreed through Area Committees were the partnerships are not convened around ward boundaries).

Area Children Leeds Partnership ((i.e a leadership role which links the cluster into the area partnership rather than a 'specific' agency role)

Staffing Issues

It is recognised by the school governing bodies concerned and relevant executive bodies of partners that the joint collaborative committee has delegated powers and therefore is the “accountable body”. The collaborative committee may engage partners to employ staff although the day to day management of such staff will be through the appropriate line management structure of one of the relevant partner. This will be each case/will be determined by the joint committee upon establishment of the post.

The collaborating partners will ensure, as far as possible security of employment for employees through careful forward planning. The joint committee will liaise with Education Leeds Personnel prior to the advertisement of any post to determine the nature of the post: for example, whether it will be a fixed-term contract of less than two years due to specific grant funding, or a temporary contract to complete a specific project.

However, it is recognised that from time to time the needs / and or resources of the partnership may lead to reduced staffing requirements. Therefore, prior to the employment of any staff, the joint committee will determine, the respective liabilities of all members based. A service level agreement will be completed once the post has been agreed.

Where an employee is employed by the joint committee to support extended services provision the performance management of the individual will be undertaken by the line manager of the partner where the person is based. Such performance management will be informed by contributions from *partner organisations* with whom the employee works.

In relation to complaints against members of staff, the collaborating governing bodies will ensure that the joint committee determines the line management of any staff employed. Any complaint should, in the first instance, be referred to the line manager, who should endeavour to resolve the matter informally, to the satisfaction of the complainant. If the complainant is still dissatisfied, the line manager should arrange for an investigation to be carried out. In the event of an appeal, a panel should be set up comprising of three governors from the joint committee who have not previously been involved in the complaint.

In addition, the joint committee's decision on line management arrangements will also provide a line management route for disciplinary and capability issues, staff grievance, attendance management and safeguarding issues (including registration requirements under the Independent Safeguarding Authority Scheme). In each case these matters will be dealt with through the agreed policy of the partner concerned and the requirements of the relevant legislation.

Health and Safety

Under health and safety legislation the employer is responsible for ensuring the health, safety and welfare of their employees and of persons affected by their undertaking. Each school will ensure that for any new undertaking there is a review of policy, and that risk assessments are produced in order to establish safe systems of work. If a school building is to be used as a base for the delivery of extended services by a private company, the health and safety policy of both the school and the company or charitable trust must be exchanged to ensure emergency arrangements and security are shared.

Where private / external organisations run activities a lettings agreement should be in place. As part of the application process organisations must provide copies / details of their H&S policy and/or procedures/risk assessments. The letting will not be approved and hire agreement will not be issued without this. The school setting is responsible for the maintenance and safety of any parts of the premises used or any equipment they provided and should ensure instructions on their safe use are provided, including fire safety and evacuation. The external provider would be responsible for how they run activities and use the premises / equipment and they should follow any instructions / guidance issued to them from the school.

Approved Supplier List **[to be agreed during the consultative development of this constitution]**

Use of the Agencies Benefiting Children (ABC) protocols - **[to be agreed during the consultative development of this constitution]**

Educational visits **[to be agreed during the consultative development of this constitution]**

Finance

will be the lead organisation for # funding. Any additional joint work will include arrangements for a lead organisation/person. **[to be agreed during the consultative development of this constitution]**

The collaborating schools will maintain separate accounts for their

school budget share and the joint committee's extended services budget. Where the activity is run through community facilities powers, this will be done by utilising Leeds City Councils Financial Accounting and Budgeting (FAB) system and run through School FMS systems.

There is no expectation that partners must contribute to the extended services budget, though they may decide to do so. The joint committee will agree a business plan, designed to ensure that all activities are cost effective. Community activities will (at least) be self-financing, either through a subsidy from alternative funding streams or charges to users.

The schools' delegated budget shares cannot be used for funding additional activities and services with the exception of study support for pupils

The schools are not able to charge for any activity unless there is an agreed statement of policy, therefore the joint committee will agree a statement of policy on charging and remission *for cluster activity, to be operated across the cluster*, which will be ratified by the collaborating governing bodies.

Insurance liability. [to be agreed during the consultative development of this constitution]

Securing the Views of Young People, Families and the Community?

the cluster's agreed arrangements for this to be inserted here.

Signed on behalf of the Collaborating Partners:

_____	_____	_____
School	Chair's Signature	Date
_____	_____	_____
School	Chair's Signature	Date
_____	_____	_____
Partner	Chief Officer	Date
_____	_____	_____
Partner	Chief Executive	Date

