



## **Memorandum of Understanding between the Multi Serve Education Trust and the New Zealand Catholic Education Office**

### **1.0 Parties to the Agreement**

The two parties to this Memorandum of Understanding are Multi Serve Education Trust (MSET) and the New Zealand Catholic Education Office (NZCEO).

### **2.0 Purpose of the Understanding**

The Understanding summarises the principal terms with respect to intended education collaboration between the parties:

- The provisions of Part A are intended solely to summarise the principal terms
- The provisions of Part B are intended to support the establishment of operational guidelines and protocols – to be appended to the Understanding as developed and negotiated.

It is not intended that the Understanding is legally binding on either of the parties. Rather it is a signal of intent between the parties to collaborate and work together more closely to benefit students enrolled in Catholic Integrated schools in New Zealand.

## **PART A: BACKGROUND**

### **3.0 Background to the Understanding**

The parties recognise that the NZCEO and MSET both provide services and products to support the Government and Ministry of Education goals which are focused on raising achievement and reducing disparities in the New Zealand schools' sector. Excellence in teaching, quality providers, engaged families and communities are outcomes sought by both parties.

The NZCEO, on behalf of its Shareholders, seeks to actively support Boards of Trustees, principals and teachers so that genuine Catholic education goals are achieved by each of the nation's 240 Catholic schools.

MSET is an independent, professional and collaborative service provider to New Zealand schools and also to organisations involved in policy, research and practice impacting on and supporting New Zealand schools.

The parties recognise that the two organisations have different experiences, strengths and attributes and that there are contexts where there are likely to be mutual benefits in collaboration. This memorandum establishes the framework under which future collaboration may take place.

#### **4.0 Statement of Intent**

- 4.1 To provide protocols and processes for developing collaborative business and education opportunities and partnerships that are mutually beneficial, enhance the reputations of both organisations, and enhance the reputation, quality and outcomes of education delivered in New Zealand Catholic schools.
- 4.2 To collaborate in the development, provision of, and evaluation of a range of quality services<sup>1</sup> and associated products for Catholic Integrated School communities, with the shared objectives of strengthening and making a measurable difference to teaching and learning outcomes, the quality of education provision and the level of Church, family and community engagement in the education provided.
- 4.3 To enhance the special character education offered by the schools.

#### **5.0 Principles of Collaboration**

The parties agree that the following principles will underpin their collaboration:

- 5.1 Enable a unique, flexible, effective and efficient approach to identifying and meeting the overarching needs of Catholic Integrated Schools and also the particular needs of clusters of schools and individual schools within the Catholic Integrated Schools' community
- 5.2 Build and reinforce trust and affiliation between the parties and their constituents parts
- 5.3 Recognise and utilise the strengths of each organisation for optimum effectiveness
- 5.4 Create a mutually beneficial focus on high value educational outcomes within the context of high value and realistic educational consultancy services
- 5.5 Enhance the professional credibility and educational identity of both parties with the education communities in which they collaborate

#### **6.0 Shared Values**

The parties acknowledge the following shared values which underpin and support this agreement and the achievement of its objectives. The parties agree that these values

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<sup>1</sup> inclusive of building clusters/individual schools capacity and capability associated with: (i) strategic and operational planning, review, evaluation and reporting, (ii) needs analyses of operational opportunities and/or problems, (iii) developing innovative and creative solutions to strengthen performance, (iv) problem solving to develop solutions to identified problems, (v) project management of the implementation of cluster and/or individual schools action research plans, (vi) associated professional development for governors, managers and leaders, teachers, families and communities, (vii) specific skill and competency needs such as but not limited to, recruitment, performance appraisal, financial management, information communications technology.

shall be paramount in their mutual management and responsibility for the success of all collaborative ventures:

- 6.1 Quality delivery – ensuring that specified and agreed objectives<sup>2</sup> and outcomes are satisfied.
- 6.2 Accountability – ensuring that project, financial management and associated reporting requirements are timely, efficient and accurate, meet all agreed specifications and reflect the sensitivity required for working with an organisation and schools with a special character.
- 6.3 Professional standards – ensuring that the capability and conduct of all personnel committed to collaborative ventures are sufficient and appropriate to the demands of the task, reinforces the professionalism of each organisation and enhances the standing of education in our society.
- 6.4 Special character -- ensuring both parties make an ongoing commitment to understanding and enhancing the special character dimension of Catholic schools.
- 6.5 Integrity and communication – ensuring that joint operating standards, communications, information-sharing, project management and service delivery build trustworthy relationships between the two parties to this agreement and with our clients while protecting shared intellectual property, client confidentiality and revenue.
- 6.6 Customer focus – ensuring that joint services are tailored to cluster and/or individual client needs and are delivered with appropriate flexibility and responsiveness.
- 6.7 Cultural diversity – ensuring that each party works in ways that maximise the richness of New Zealand's shared cultural experience, acknowledge the Treaty of Waitangi; and respect and support differing viewpoints, cultures and communities in New Zealand's increasingly multi-ethnic society.
- 6.8 National education goals – ensuring that each party works in ways that acknowledge and reinforce the value of national objectives, as set from time to time for publicly-funded education in New Zealand.
- 6.9 Conflict resolution – ensuring that conflicts and disputes between the parties are managed expeditiously, transparently and honestly in ways that reflect, reinforce and protect the value the parties place on the commitments made in this memorandum.

## **PART B: OPERATIONS EXPECTATIONS**

### **7 Term**

The provisions of this Understanding will take effect from the date the Understanding is signed and will continue until 31 December 2007 or such later date as the parties may agree in writing.

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<sup>2</sup> including contractual

The parties will meet at least once annually in the same period to review the intent, implementation and effect of the Understanding to ensure the Understanding remains current.

## **8 Confidentiality**

The parties will keep, and will ensure that their respective representatives keep confidential:

the fact and terms of this Understanding;  
all information obtained from the other party in relation to the business and affairs of that party.

For the avoidance of doubt, the parties acknowledge and agree that:

information obtained by one party in relation to this Understanding and/or any collaborative venture may only be reproduced, copied, disclosed or used by the receiving party with the agreement of the other party; and

any announcements relating to the Understanding or to associated ventures will only be made at such time and in such form as the parties agree.

## **9 Costs**

It is agreed that each party will bear its own costs and expenses related to this Understanding and the development of any subsequent modus operandi including protocols and guidelines.

## **10 Operational Protocols**

Both parties will collectively develop processes and formulate a list of services that can be used to achieve the goals of the joint venture.

Processes will involve the use of focus groups and think tank exercises engaging credible professional representatives from groupings of principals, school trustees and Diocesan education representatives.

A modus operandi will be formulated to give a clear direction about how the Understanding will be operationalized throughout New Zealand.

Signed for and on behalf of:

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New Zealand Catholic Education Office

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Multi Serve Education Trust

This \_\_\_\_\_ day of \_\_\_\_\_ 2005.