

Educate
Together

Articles of Management for Cork Educate Together Secondary School

1. In these articles, unless the context otherwise requires, the following words or expressions have the meaning hereby assigned to them respectively: “The School” means the secondary school referred to in the first Schedule hereto, “The Patron” means Educate Together, company limited by guarantee.

2. (a) The conduct, management and financial administration of the School shall be under the control of the Board of Management (hereinafter called “the Board”) which shall exercise the powers hereinafter conferred, subject to the general supervision and control of the Patron for the time being.

(b) The Patron hereby grants to the Board the necessary licence to enter and use the school premises for the purpose of the management and administration of the School during such periods as shall be determined by the Patron.

(c) The School shall be conducted in accordance with the Educate Together ethos as contained in the second schedule hereto and in accordance with the Education Acts and any Statutory Rules and Regulations of the Department of Education and Skills of Ireland as may be in force from time to time and any other regulations that may have been agreed by the Patron and in accordance with the provisions of these Articles.

(d) School Ethos

The School will be managed with the aim of providing post-primary education that is equality based, co-educational, child-centred and democratically run. These terms are used in this document as defined in the Educate Together Charter (see Appendix 1). The objectives and conduct of the School shall at all times be informed by and consistent with the Educate Together Charter and the School shall be conducted in accordance with the principles of the Charter as developed in *Taking the Next Step – a Blueprint for Educate Together second- level schools*. (see Appendix 2)

3. (a) The Board shall consist of 11 persons (hereinafter called “the members”) appointed by the Patron as follows:

- (i) By nomination of the Patron: 2 members
- (ii) By election of parents / legal guardians of children currently in the school: 2 members
- (iii) By election of all the current pro-rata contracts, non-casual part-time, job-sharing and permanent contracts/contracts of indefinite duration teachers¹, on the staff of the school on the date of the election: 2 members

¹ Teaching and non-teaching staff to vote.

- (iv) By election of students: 2 associate student members
- (v) The school principal (who is a non-voting member of the Board)
- (vi) 2 community representatives should be co-opted by the Board once it is constituted
- (vii) The quorum is 5 (while associate student members shall have a vote and be entitled to vote on matters relating to the development and implementation of school policies and the code of behaviour, for the avoidance of doubt, such members shall not be voting members for the purpose of forming a quorum).

(b) The Board shall have due regard to gender balance in the composition of its membership.

(c) Electoral Procedures

(i) Parents: Candidates for election as parents' nominees should be nominated and elected through a formal nomination and election process notified to all parents. In the event of a tie, the elected parent will be determined by lots. Should an elected parent or legal guardian no longer have a child attending the school as a student, such parent shall cease to be a member of the Board. The Board shall retain the voting returns from the election of parents for the co-option of parental nominees, in the event of vacancies occurring during the term of office of the Board.

(ii) Staff: The teacher's elected as staff nominees shall have at least one year of service in the school, except in the case of new or amalgamated schools and shall be members of the teaching staff.

All teaching and non-teaching staff in the school shall be entitled to nominate and vote for candidates. The candidates shall be proposed and seconded at properly convened meetings of all staff members. Elections shall be by secret ballot and arrangements for ballot shall be made by agreement at staff meetings. Should the elected staff member cease to be a staff member at the school, as defined in Article 3 (a)(iii) above, he or she shall cease to be a member of the Board.

(iii) Associate Student Members: Two students who are enrolled in the school shall be nominated by the student body or its representative. There should be a gender balance and such members should bear no relationship to any other member of the board. Two associate student members should be elected on an annual basis by students to serve a 1 year term on the board. Members so nominated shall be entitled to attend and speak at those sections of board meetings which affect, in general terms, those students whom they represent. They shall have a vote and be entitled to vote on matters relating to the development and implementation of school policies and the code of behaviour. For the avoidance of doubt, such members shall not be voting members for the purpose of forming a quorum under section 3 (a)(vii) of the Articles of Management.

Members so nominated shall not be entitled to attend, speak or vote at those sections of board meetings which relate to certain matters of individual concern. These may include, not limited to, the following:

- disciplinary matters
- employee complaints/correspondence

- parent complaints/correspondence
- suspensions
- expulsions
- admissions

Where there is disagreement as to the entitlement of members so nominated to attend, speak and vote on matters which come before the Board, such disagreements shall be decided by the chairperson, whose decision shall be final.

The students so nominated are referred to as "Associate Members".

(d) The term of office of a Board shall be deemed to expire on the 15th day of October in the 3rd year after the Board was constituted.

(e) The members nominated and elected as prescribed shall remain members until the 15th day of October in the third year after the date when the Board was first constituted to the intent that the term of membership of any Board of Management shall not exceed three years.

(f) The nomination and election of members of an incoming Board shall be made and done at least one month before the date of expiry of the term of office of the then existing Board and the Board so constituted shall assume office forthwith on that expiry date.

(g) Each member of the Board, before entering on his / her duties, shall sign a declaration of his / her willingness to act as a member of the Board and uphold the Educate Together ethos, and to undertake such training that the Patron and/ or the Board determines is required to sufficiently discharge his/her duties as a member.

4. Retiring members will be eligible for re-nomination or re-election as the case may be, unless otherwise disqualified by these Articles. Retirement/resignation from the Board will be by minuted statement at an ordinary Board of Management meeting, or by written correspondence to the Secretary of the Board. The retiring member may be asked to remain on the Board until an alternate has been appointed. Otherwise retirement shall be deemed to be immediately effective.

5. Should a casual vacancy occur in the membership of the Board, the Patron shall fill such vacancy as follows:

(a) When a vacancy occurs amongst the members of the Board who were nominated by the Patron, the latter shall nominate a replacement.

(b) When a vacancy occurs among staff nominees, such vacancy shall be filled by election in accordance with Article 3 (a)(iii).

(c) When a vacancy occurs among parent nominees, the Board of Management may recommend to the Patron the election or the co-option of a parent in accordance with

Article 3 (c)(ii). Co-option may only be from those parents represented by retained ballots from the most recent Parents Association ballot for parents' representatives.

(d) When a vacancy occurs among associate student members, the Board may recommend to the Patron the co-option of a student in accordance with Article 3 (c)(iv).

(e) Any member of the Board appointed to fill a casual vacancy shall hold office for the same period as the member would have held in whose place he/she has been appointed.

6. (a) Members of the Board shall not participate in discussions or vote on any matters before the board, including, but not limited to matters of a personal, family, employment and/or financial nature relating to the board member, a member of the board member's family and/or any company, partnership or firm to which the board member is connected or has a family connection and to that intent shall on request from the chairperson retire from that part of a meeting at which such discussion and/or decision shall take place. It shall be the duty of members of the Board to declare any such interest.

(b) No member of the Board shall receive any financial remuneration for his or her services as a member of the Board. Nothing hereinbefore contained shall be so construed as to preclude a full-time member of the school teaching staff from membership of the Board.

7. A board member and/or the Board may be removed from office in accordance with the Education Act 1998.

8. (a) No proxy or substitute shall be permitted to replace any member at any meeting of the Board.

(b) Whenever any member of the Board shall fail to attend 3 ordinary meetings of the Board in one academic year without satisfactorily accounting for such absence; or shall resign; or die; membership of the Board is automatically terminated and the resulting vacancy shall be filled in accordance with the provisions herein.

9. It is recommended that the Board meet every 4-6 weeks during the school term. The precise number of meetings shall be determined by the workload of the Board but there shall be no less than one meeting per term. Not less than seven clear days' notice of every ordinary meeting of the Board, together with a copy of the agenda for the meeting, shall be sent to every member.

10. (a) The chairperson will be appointed by the Patron.

(b) The chairperson, if present, will preside at all meetings of the Board. If the chairperson is absent from a meeting, the voting members of the Board will choose an acting chairperson to preside over the meeting only. In all other cases, including

but not limited to absence by the chairperson from a consecutive meeting, the Patron in its absolute discretion shall appoint a new or acting chairperson.

(c) In the event that the chairperson has a conflict of interest, the Board may appoint an acting chairperson to preside at the meeting in respect of that matter for the duration of the relevant business. For the avoidance of doubt, the chairperson shall continue in her/his role regarding all other business.

11. (a) The principal of the school shall be entitled to attend and speak at meetings of the Board but shall not be entitled to vote.

(b) The principal of the school shall act as secretary to the Board. If, in the opinion of the Board, the duties of the secretary are such that he or she requires the services of a paid official, then the Board may appoint such paid official at such salary as they shall consider fit and just, and shall have power to appoint to such paid post any person employed in the school who shall thereupon discharge the duties of both offices. Such paid official shall not be a member of the Board.

12. (a) In the proceedings of the Board, the chairperson shall always seek to promote a consensual approach to decision making, and in doing so afford suitable discussion encompassing the varied viewpoints of the members.

(b) Where a consensus is not obtainable, a simple majority of votes shall normally decide, and in the case of equality, the presiding chairperson shall have a second or casting vote.

13. (a) The chairperson shall have discretionary power to direct the secretary to summon a special meeting. Not less than three clear days' notice of such special meetings, stating the business to be transacted thereat, shall be given to every member of the Board; and no business other than that specified in the notice shall be dealt with at such special meetings.

(b) On receipt of a requisition signed by not less than three of the members of the Board, such requisition stating the business to be transacted, the secretary shall convene a special meeting of the Board and no business other than that specified in the notice shall be dealt with at such special meeting.

14. Role of Secretary

(a) The secretary shall summon and, if possible, attend all the meetings of the Board and keep the minutes thereof. In the absence of the secretary at any meeting, the meeting shall make such arrangements as may be necessary for the performance of the Secretary's duties at such meeting.

(b) The secretary shall draw up the agenda for the meeting in consultation with the chairperson. The agenda shall be issued with the notice of the meeting. Requests for the inclusion of any additional items on the agenda must reach the Secretary a minimum of three days before the meeting.

(c) The secretary shall have charge of the books and papers of the Board and shall act as correspondent for the Board unless, in special circumstances, the Board shall determine otherwise.

(d) Privacy of Meetings:

(i) The business of the Board shall be conducted in private and no disclosure of the business shall be made without the authority of the Board. Nothing, however, in this clause prohibits the issue of an agreed report on meetings of the Board to interested parties.

(ii) The text of agreed reports is required to be agreed upon before the conclusion of Board meetings and may not be subsequently altered without agreement of a properly convened Board of Management meeting. Such reports are to be forwarded, as a matter of course, and with expediency, to teaching and non-teaching staff, the Parents Association, Student Council, and the patron by the Secretary to the Board.

15. (a) The Board shall be responsible for all business carried on in connection with or on account of the School. It shall provide and cause to be kept proper books for the entering of the accounts of the School and the minutes of the proceedings. The Board shall open an account in a bank, in the State, in its name to which all monies received in relation to the School shall be lodged.

(b) The Board shall be responsible for an annual licence fee, payable to the Patron, which, subject to the terms of the Memorandum and Articles of Association of Educate Together, entitles the school to membership of Educate Together. As a member of Educate Together, the Board is bound by decisions and rules agreed by Members at Annual General Meetings and extra-ordinary General Meetings.

(c) The Board shall be responsible for day-to-day running expenses and shall be charged with the responsibility of ensuring that expenditure does not exceed income. It shall submit a forward budget and financial report to Educate Together annually.

(d) Sub-Committee on Finance:

(i) The Board shall set up a sub-committee on finance consisting of the principal and two board members and shall have powers to invite additional persons having specific expertise in financial matters to membership of the sub-committee. The sub-committee shall propose, prior to the commencement of the accounting year, the annual budget to the Board for adoption. This sub-committee shall meet regularly and shall report to the Board at least once in each school term. Associate members of the Board may not be members of the sub-committee on finance.

(ii) The principal with agreement of the sub-committee on finance may institute financial control procedures, internal to the school, without prior Board approval, where it is deemed necessary. These measures will be then reviewed and either ratified, modified or overturned by the next subsequent scheduled Board meeting.

(e) All payments shall be made by order of the Board either electronically or by cheques drawn on the bank. All electronic transactions shall be independently authorised by the principal and by one other person approved by the board. All cheques shall be signed by the principal and by one other person approved by the board.

(f) Subject to the approval of the Patron and the terms of the Lease, the Board shall have power to sanction the use of the School premises outside school hours by outside bodies or subject to the approval of the Minister and the Patron during school hours. The Board shall have discretion in determining such charges and conditions as it may consider appropriate for such use of the premises using the guidelines issued by the Department. The Board may delegate the operation of this to the sub-committee on finance or other sub-committee, with the requirement of an annual review, to be included in annual budgetary discussions held by the Board.

- (g) (i) The Board shall ensure that the School premises are kept in good repair and condition, that the furnishings and equipment are suitable and adequate, and that the School premises, furnishings and equipment are adequately insured.
- (ii) The Board shall ensure all such insurances are effected and maintained as are necessary to safeguard the School, the Board and the Patron against all public liability and against the consequences of negligence on the part of any person employed by the Board or any defect in the buildings, premises, furnishings or equipment of the School whereby loss or damage might result to any person in or upon the School premises.
- (iii) The terms of the school insurance policy or policies shall be reviewed by the Board at its first meeting in each school year.
- (iv) The following is the position for schools operating from premises owned by the Minister: A Lease, to be executed between the Minister and the relevant school Patron, is being introduced for schools operating in premises owned by the Minister. Under the terms of that Lease, schools are obliged to take out public liability, employer's liability and content insurances but are not required to take out buildings cover. Buildings, other than contents and those areas specifically identified in the Lease, will be covered by State indemnity. The Lease will be put into place on a phased basis, starting with schools that have recently commenced operation in a premises owned by the Minister. Thereafter, Leases will be put in place for schools already operating in Minister owned premises. It is intended to have Leases put in place for all such schools as soon as practicable.
- Boards must adhere to all terms and conditions detailed in the Lease agreed between the School Patron and the Minister for the use of the building and in the event of any claims arising from a Board's non-performance of such terms and conditions, the Board must indemnify the School Patron from any resulting loss and must maintain an insurance policy to enable it to do so.

16. Special Committees

(a) Apart from its obligation to set up a finance sub-committee, the Board may delegate any of the powers hereby given it to a sub-committee or sub-committees of its own members, who shall execute the functions entrusted to them by the Board. Such committees shall furnish to the Board a report on action taken. The participation of associate members on such committees shall be determined on a case by case basis by the Board.

(b) The Board shall be responsible for the setting up by the principal of an advisory board of studies, to be elected by and from the full-time teaching staff. The role of this board of studies shall be to advise the principal in his/her academic administration in a manner which reflects the Educate Together ethos.

17. No member of the Board in his/her individual capacity shall in any way interfere with the administration of the School by the principal or with the duties assigned to any officer or any member of the staff, teaching or non-teaching.

18. Issues relating to school staff, including issues relating to grievances, disciplinary matters or competency matters, should be addressed by the principal in the first instance using the appropriate procedures and should only be addressed by the Board at the appropriate stage of the procedure.

19. (a) The Board shall lay down such guidelines as it may deem necessary for the admission by the principal of pupils to the School with due regard to Article 2 (a) (c) and (d) above. N.B. Article 2 (c) – relates to ethos that the Patron has to approve.

(b) The principal may suspend any student for a limited period and shall report any such suspension to the Board at its next ordinary meeting. This must be done in accordance with the School's Code of Behaviour.

(c) If, in the judgement of the principal, a student should be expelled, the principal shall refer the matter to the Board for decision.

20. (a) Post of Principal

The Board shall publicly advertise the post and set up a selection committee consisting of two nominees of the Patron, two nominees of the Board and an independent external assessor to be agreed on by the Patron. The process by which the Principal is appointed should be in keeping with Educate Together's Principal recruitment policy.

The committee shall select its own chairperson from among its members. The Board shall have due regard to gender balance in the setting up of the selection committee.

(b) Post of Deputy Principal

In the case of the post of deputy principal the appointment shall be made as follows: The Board shall publicly advertise the post and set up a selection committee consisting of two nominees of the Patron, two nominees of the Board (one of whom may be the principal of the School) and an independent external assessor to be agreed by the Patron.

The committee shall select its own chairperson from among its members. The Board shall have due regard to gender balance in the setting up of the selection committee.

(c) Selection Committee: Disclosure of Interest

A member of a selection committee who stands in a relationship to a person who is a candidate shall disclose to the Board the fact of the relationship and the nature thereof. In this context, the selection committee members are required to make a disclosure not only in the case of a family relationship but in respect of any personal, business or other relationship which could be regarded as prejudicial to ensuring absolute impartiality in the selection process.

Unless the Board is fully satisfied that the participation of the selection committee member during the selection process would not be prejudicial, the Board shall direct that the selection committee member withdraw and another person shall be nominated in the appropriate manner to replace that person.

(d) Selection Committee: Procedure

(i) The selection committee shall draw up a shortlist from the applications received and shall interview the candidates on that list.

(ii) Having interviewed such candidates as present themselves, the selection committee shall submit a written report to the Board. In the report the selection committee shall nominate the candidate whom it considers most suitable for appointment unless it deems no candidate to be suitable for appointment to the particular post; in which case it shall include a statement to that effect in its report. A list of candidates in order of merit who are deemed suitable may be retained by the selection committee. In the event of the post not being filled by the first nominee, the selection committee may nominate the next candidate in order of merit for the post.

(iii) The Board, once patron approval is obtained, shall appoint the person so nominated save wherein any particular instance the Board shall consider that there is good and sufficient reason for not making the appointment, in which event the Board shall submit the matter to the Patron for determination.

21. Subject to such direction as may be given from time to time by the Board, the principal shall control the internal organisation, management and discipline of the School, including the assignment of duties to members of the teaching and non-teaching staff. The principal shall submit, in writing, to the Board all such statements and reports affecting the conduct of the School as the Board, Patron or the Minister shall require.

22. Appointments to posts of responsibility shall be made by the Board in accordance with the terms of the current Department of Education and Skills Circular and any other terms which may be agreed from time to time between the parties.

23. The principal, with the approval of the chairperson, shall have power to call an emergency meeting of the Board should the need arise. This meeting should be held as soon as possible after notification of such meeting has been conveyed to all available members. The usual quorum of five members would be required.

24. The Principal shall, with the approval of the Board and in accordance with all relevant procedures and DES Circulars, appoint all members of the non-teaching/ SNA staff.

25. (a) No extension, improvement or replacement of the school building shall be undertaken by the Board unless and until such have been approved in writing by the Patron.

(b) The Board shall not enter into any contracts by way of hire purchase or otherwise which could involve the Patron in a total liability exceeding a sum to be determined annually by the Patron, provided that this Article shall not apply to any contract which shall be approved in advance in writing by the Patron, and excepting always contracts of employment of teaching and non-teaching staff as provided in Articles 24 and 26.

26. The Board and the Patron shall be bound by the terms of contracts of employment entered into by the manager or principal for the time being of the School with teachers on the staff of the same and which said contracts are in existence on the date when these Articles of Management shall come into operation.

27. In the event of any question arising relating to the conduct, management and financial administration of the School, not specifically provided for in the foregoing Articles, such question shall be decided by the Patron, who, upon decision, shall give the necessary instructions and authority to the Board to take the requisite and proper action.

28. Subject to the approval of the Minister, the Patron may at any time resume the direct management of the school or may nominate another Manager.

29. A copy of these articles shall be given to every member of the Board, and to the principal and to members of the teaching staff, upon their entry into office or employment.

30. These Articles of Management shall come into operation on the

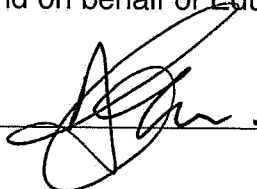
19th day of September in the year 2019

Signed by Paul Rowe:



A handwritten signature in black ink, appearing to read 'Paul Rowe', written over a horizontal line.

As agent for and on behalf of Educate Together, in the presence of Adrienne Flynn:



A handwritten signature in black ink, appearing to read 'Adrienne Flynn', written over a horizontal line.

APPENDIX 1 –

The Educate Together Charter

RECALLING Article 26.3 of the Universal Declaration of Human Rights:

“Parents have a prior right to choose the kind of education that shall be given to their children”

and Article 42.4 of the Constitution of Ireland:

“The state shall provide for free primary education and shall endeavour to supplement and give reasonable aid to private and corporate education initiative, and, when the public good requires it, provide other educational facilities or institutions with due regard, however, for the rights of parents, especially in the matter of religious and moral formation”,

and RECOGNISING:

- 1.1. That many parents have a valid preference for schools in which boys and girls of all social, cultural and religious backgrounds can be educated together in an atmosphere of mutual understanding and respect.
- 1.2 That the equality-based schools established under the banner of EDUCATE TOGETHER are a distinctive response to the growing demand for such an option within the Irish educational system.

EDUCATE TOGETHER AFFIRMS THAT:

- 2.1 Children of all social, cultural and religious backgrounds have a right to an education that respects their individual identity whilst exploring the different values and traditions of the world in which they live.
- 2.2 Parents are entitled to participate actively in decisions that affect the education of their children. In particular, they have the right to decide what kind of school reflects their conscience and lawful preference.
- 2.3 Educate Together schools have the right to be treated no less favourably than other schools within the Irish educational system, in accordance with their needs and their identity.
- 2.4 The state has a duty to take the identity of the Educate Together sector fully into account when deciding on policy that affects the establishment and development of schools.

and COMMITS ITSELF TO:

- 3.1 Support the establishment of schools which are:

Equality-based i.e. all children having equal rights of access to the school, and children of all social, cultural and religious backgrounds being equally respected,

Co-educational and committed to encouraging all children to explore their full range of abilities and opportunities,

Child centred in their approach to education,

Democratically run with active participation by parents in the daily life of the school, whilst positively affirming the professional role of the teachers,

in areas where the demand for such a school exists,

- 3.2 Promote fuller awareness and recognition of the identity of the Educate Together sector at all levels in Irish society and abroad.
- 3.3 Participate in appropriate structures and activities concerned with the future development of education in Ireland and abroad.
- 3.4 Promote a future where equality-based education will be as freely available to parents as any other educational option they may choose.

Formally launched on 12th May 1990 at the Aula Maxima, University College
Galway,

Amended at AGM 17th April 1999 and May 21st 2016.