SCHOOL PARTNERSHIP AGREEMENT ("Agreement")

This Agreement is

Between

University of Hertfordshire Higher Education Corporation, acting through the School of Education, of College Lane, Hatfield, Hertfordshire, AL10 9AB ("the University") and

("the Partner School").

BACKGROUND:

A. The University wishes to provide facilities to enable its Trainee teachers ("the Trainees") to gain relevant experience, knowledge and skills to meet the Teachers’ Standards (as that term is defined by the Department For Education ("DfE") from time to time).

B. The Partner School has the facilities and wishes to support and provide the Trainees with appropriate experience and the opportunity to link theory and practice (the “School Experience”), to underpin the Trainees becoming qualified teachers.

C. The Parties wish to enter into an agreement as described in Schedule 1, subject to the following terms and conditions, and schedules:

AGREED TERMS:

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<thead>
<tr>
<th>“Commencement Date”</th>
<th>1st September 2016</th>
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<tr>
<td>“Duration”</td>
<td>31st July 2021 (subject to earlier termination in accordance with the Terms and Conditions)</td>
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### Contact Details

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<tr>
<th>University</th>
<th>The Partner School</th>
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<tr>
<td><strong>For legal notices</strong></td>
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<tr>
<td>Office: Office of Vice Chancellor</td>
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<tr>
<td>Address: University of Hertfordshire</td>
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<tr>
<td>College Lane, HATFIELD, Herts, AL10 9AB</td>
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<tr>
<td>United Kingdom</td>
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<tr>
<td>Contact Name: Mrs Sue Grant, Secretary and Registrar</td>
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<tr>
<td><strong>For any other queries</strong></td>
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<tr>
<td>Office: School of Education</td>
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<td>Address: University of Hertfordshire</td>
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<td>College Lane, HATFIELD, Herts, AL10 9AB</td>
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<td>United Kingdom</td>
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<tr>
<td>Telephone: 01707285716</td>
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<tr>
<td>Email: <a href="mailto:T.C.Roberts@herts.ac.uk">T.C.Roberts@herts.ac.uk</a></td>
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<tr>
<td>Website: <a href="http://www.herts.ac.uk">www.herts.ac.uk</a></td>
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<tr>
<td>Contact Name: Mr Tim Roberts, Head of Initial Teacher Education, Principal Lecturer</td>
<td>Contact Name:</td>
</tr>
</tbody>
</table>

AGREED and SIGNED )
For and on behalf of ) ...........................
UNIVERSITY OF HERTFORDSHIRE )
HIGHER EDUCATION CORPORATION ) Name: Mrs Sue Grant
Title: Secretary and Registrar
Date: .................................

AGREED and SIGNED )
For and on behalf of ) ...........................
[NAME OF THE PARTNER SCHOOL] ) Name: 
Title: 
Date: .................................
Schedule 1

1 Purpose

1.1 The purpose of this Agreement is to set out the terms on which the parties agree a School Experience shall be provided by the Partner School and supported by the University, all as described in this Agreement to support teacher training. In the event of any existing agreements which are in effect as of the Commencement Date of this Agreement, between the University and the Partner School for the purpose of School Experience ("Pre-existing Agreement"), both parties agree that such Pre-existing Agreement shall be terminated with effect from the Commencement Date notwithstanding the terms and any notice provisions of such Pre-existing Agreement. Both Parties further agree that termination of the Pre-existing Agreement shall not affect or prejudice any claim or demand that either party may have against the other under or in connection with such Pre-existing Agreement arising before the Commencement Date.

1.2 Both parties recognise and agree to the following principles to underpin this Agreement:

1.2.1 The arrangement between the University and the Partner School works to equip Trainee teachers with the knowledge, skills and experience to meet the Teachers’ Standards (as defined by the DfE 2012 and thereafter from time to time). Trainees will be supported to understand and apply the links between theory and practice which underpin the profession and will become effective practitioners, able to reflect on their teaching and plan their individual professional development in order to meet the Teachers’ Standards. The University and Partner School are jointly responsible for determining the individual progress and attainment of each Trainee and ensuring all of the Teachers’ Standards have been fully met. The University will ensure that all module marks are collated for the Module and Examination Boards and will recommend successful Trainees for Qualified Teacher Status (QTS) to the National College for Teaching and Leadership (NCTL).

1.2.2 School mentors and University tutors guide the development of each Trainee’s progress. They also complete Lesson Observation Forms on the Trainee’s teaching, set targets and complete documentation to show the Trainee’s performance in each of the Teachers’ Standards

1.2.3 Head teachers and senior staff work with the School of Education to interview applicants for all teacher education programmes. Head teachers and staff also advise the School on a range of initiatives through representative membership of the Professional Advisory Group.

1.2.4 The successful partnership between schools and the University benefits all those involved: the Trainee teachers, the schools’ staff, the schools, the University tutors and the University. Teachers have opportunities to reflect upon their practice and to engage in professional dialogue with Trainee teachers, tutors and other colleagues articulating and enhancing their thinking and effectiveness in the classroom. Teachers also have the opportunity to extend qualifications by completing accredited continuing professional development courses or by engaging in research. Schools have access to a pool of newly qualified staff and are able to provide a supportive and informed environment for these NQTs. University tutors can forge strong professional links with schools in order to support Trainees and work together for the benefit of teachers and pupils.

2 Process overview

2.1 Partner School

2.2 The Trainee will commence his/her training at the Partner School on such dates as are agreed between the parties at the Partner School’s premises ("Premises").

2.3 Responsibilities and Training

2.3.1 The University shall supply those services and shall undertake those responsibilities set out at Schedule 2.
2.3.2 The Partner School shall supply those services and shall undertake those responsibilities set out at Schedule 3.

2.3.3 In the event that a Trainee is unable to complete his/her School Experience at the Partner School, both the University and the Partner School shall comply with the terms set out at Schedule 5.

2.4 Recruitment/Marketing

2.4.1 Any promotional material/activity which includes reference to the other party (e.g. use of the other party’s name and/or logo) must be sent to the other party for consideration and approval (such approval to be notified by the consenting party to the requesting party in writing) prior to any use of such material/activity.

2.4.2 Both parties agree to comply with the recruitment and training criteria as provided in Criteria for Initial Teacher Education (“ITE”) (as provided by the DfE from time to time).

2.5 Finance

2.5.1 Both parties agree to fulfil and abide by the terms of Schedule 4, as they may apply from time to time.

3 Terms and Conditions

3.1.1 For the avoidance of doubt, it is agreed that the intellectual property in the materials and services provided by each party shall belong to the party providing the same and neither party shall obtain or acquire any rights in respect of these or any other intellectual property of the other party or in the goodwill associated therewith.

3.1.2 The University agrees that the Partner School may use the materials supplied by the University (“University Materials”) and any names, logos and images supplied by the University (“University Brand”) for the purposes only of performing the Partner School’s obligations under this Agreement. The Partner School agrees that its use of the University Materials and University Brand is in accordance with any usage guidelines and other regulations stipulated by the University from time to time.

3.1.3 Both parties confirm that they shall comply with their obligations and duties under the Data Protection Act 1998, (“the 1998 Act”).

3.1.4 Each party (the “Receiving Party”) agrees not to use the other’s Confidential Information (which means information labelled as such or which is clearly confidential by its nature, relating to materials or services under this Agreement) for its own purposes or to disclose it to anyone else otherwise than as needed for carrying out its obligations under this Agreement. This prohibition does not cover: (i) information already in the public domain at the time of its communication to the Receiving Party (or that subsequently enters the public domain other than through breach of this Agreement by the Receiving Party), or (ii) information that the Receiving Party is required to disclose by law, regulation or order of a competent authority, or (iii) information that the Receiving Party legitimately had in its possession without any restriction on disclosure before communication to it by the other party.

3.1.5 Each party acknowledges that the other party is subject to the requirements of the Freedom of Information Act 2000 (as amended from time to time) (the “FOIA”) and each party shall assist and co-operate with the other party (on request and at each party’s own expense) to enable the other party to comply with the information disclosure requirements imposed on them by the FOIA.

3.1.6 Each of the Partner School’s professional staff (as applicable) shall be covered by professional indemnity insurance. The Partner School shall ensure it holds public liability insurance, employers’ liability insurance and any other insurance that may be relevant, at all times during the School Experience and for all Premises used for the School Experience, whether owned or controlled or for the time being in use by the Partner School.

3.1.7 The Partner School shall indemnify the University against all costs, claims or liabilities which may arise from negligent acts or omissions by the Trainees during the course of the School Experience.

3.1.8 In the event of any incidences involving University staff and/or Trainees, either during or in relation to the School Experience or at any time while attending at the Partner School’s
Premises and/or undertaking work on behalf of the Partner School, the Partner School’s employer’s liability insurance and public liability insurance shall be relied upon and the Partner School shall ensure that such policies also cover such University staff and Trainees.

3.1.9 The Partner School shall maintain all such insurances described in this clause 3 in force, at their own expense, for the duration of this Agreement, and for a minimum period of 6 years following termination of this Agreement.

3.1.10 This Agreement, once it is duly signed and executed by both parties, shall come into force on the Commencement Date and, subject as provided for in clauses 3.1.11 through to 3.1.13 shall continue to be in force for a period of five (5) years unless terminated in accordance with these terms and conditions.

3.1.11 Either party may serve not less than three (3) months’ written notice of termination on the other party.

3.1.12 Notwithstanding the provision of clause 3.1.10 above, either party shall have the right to terminate the Agreement forthwith in the event that the other party is in material breach of any of its obligations save that in the case of any breach which is capable of being rectified, then such termination will not arise until notice has been served on the defaulting party requiring the alleged breach to be rectified, and the same has failed to rectify it within 30 calendar days of receipt of such notice.

3.1.13 Either Party may terminate this Agreement forthwith in the event the other party is or threatens to be dissolved, disbanded or become bankrupt or go into liquidation whether voluntary or compulsory (other than for the purpose of an amalgamation or reconstruction) or make a composition or arrangement with any of its creditors or have an administrative receiver, receiver or administrator appointed over all or part of its assets or suffer any similar action in consequence of any debt or have the whole or any part of its powers superseded or curtailed by any governing body.

3.1.14 Upon termination for any reason:

(i) both parties shall honour any outstanding obligations due to the other in respect of Trainees undertaking the School Experience with the Partner School at the date of termination; and,

(ii) each party shall cease to use any of the intellectual property of the other, including but not limited to the name and/or logo of the other party;

3.1.15 The provisions of this Agreement which expressly or by implication are intended to come into or remain in force on or after its termination shall remain in full force and effect, including without limitation clauses 3.1.4, 3.1.5, 3.1.6, 3.1.7 and 3.1.14 through to and including 3.1.30.

3.1.16 Termination of this Agreement shall not affect the accrued rights, remedies, obligations or liabilities of either Party existing at termination.

3.1.17 Except when otherwise specifically agreed by the parties in writing, all costs arising from the management and implementation of this Agreement shall be borne by the party that incurs the costs.

3.1.18 The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Agreement promptly through negotiation between their authorised representatives.

3.1.19 Each Party shall at all times:

(i) comply with all applicable laws, statute, regulations and codes relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010; and

(ii) comply with the University’s anti-bribery and anti-corruption policies as published from time to time.

3.1.20 Each Party shall not, and, shall use reasonable endeavours to ensure that, its employees, contractors and agents shall not, discriminate directly or indirectly against any person on the basis of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation.

3.1.21 Each Party shall, and, shall use reasonable endeavours to ensure that, its employees, contractors and agents shall, at all times comply with and act in a way which is compatible with the Equality Act 2010 and the equality duty imposed by that Act, as well as the Special Educational Needs and Disability Act (2001).
3.1.22 Each Party shall, and, shall use reasonable endeavours to ensure that, its employees, contractors and agents shall, at all times comply with and act in a way which is compatible with the Human Rights Act 1998.

3.1.23 Each Party agrees to comply with the University’s health and safety policy, and any applicable corresponding health and safety policy of the Partner School.

3.1.24 In the event of any Trainee academic or non-academic misconduct, the Partner School agrees it shall comply with the University’s relevant policy and regulation and shall cooperate fully with the University in relation to the process implemented by the University.

3.1.25 If any provision of this Agreement shall be held to be unlawful, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be severed from this Agreement and rendered ineffective as far as possible without modifying or affecting the legality, validity or enforceability of the remaining provisions of this Agreement which will remain in full force and effect.

3.1.26 Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way.

3.1.27 This Agreement may not be assigned by either party without the prior written agreement of the other party.

3.1.28 Neither party shall have any right, power or authority to create any obligation express or implied on behalf of the other.

3.1.29 Neither of the parties to this Agreement shall be responsible to the other party for any delay in performance or non-performance due to force majeure, but the affected party shall promptly upon occurrence of any such causes inform the other party, stating that such cause has delayed or prevented its performance hereunder and thereafter such party shall take all action within its power to comply with the terms of this Agreement as fully and promptly as possible.

3.1.30 No variation of this Agreement shall be binding unless it is in writing and signed by authorised representatives of both parties.

3.1.31 UK Visas and Immigration (“UKVI”) Requirements

(i) The University will advise the Partner School if the Trainee is a non-EU student, in which case, all of the Trainees, the Partner School and the University shall comply with the requirements of the UKVI.

(ii) The University will agree with the Partner School the duration of School Experience for each Trainee. The Partner School shall ensure that such duration of School Experience for each Trainee at its Premises is as agreed by the University and is no longer or shorter without prior agreement with the University, noting this is particularly key for non-EU students who are subject to UKVI requirements.

(iii) In the event that a Trainee is a non-EU student, the Partner School shall:

(A) support the University in fulfilling its UKVI sponsor duties by ensuring that the School Experience offered for a non-EU student is in compliance with the conditions specified on the student’s visa or biometric residence permit and any other applicable UKVI requirements;

(B) notify the University immediately of any change of the Trainee’s status or any unauthorised absences (where only absences agreed by the Partner School and the University should be deemed to be authorised) by the Trainee of more than 3 working days; and

(C) agree to ensure that if the Partner School does employ the student (if a non-EU student) at any time to carry out any work outside the School Experience while s/he is registered with the University, that the Partner School shall abide fully with the UKVI regulations, paying particular attention to the maximum permitted hours that the Trainee may be employed.

(iv) Please beware that no Trainee is permitted to work more than 20 hours per week during Term Time if the work does not form part of the course of the Trainee’s study.
at the University. It is always the responsibility of the Partner School to check and confirm with the University regarding the duration of Term Time and/or the status of a non-EU student should it wish to offer such student any work outside the School Experience when he/she is registered with the University. In any event, the Partner School is recommended to check the UKVI website for the guidance for employers.

(v) For the purpose of this Agreement, “Term Time” means the duration of the University’s Autumn, Spring and/or Summer Terms, as set out in more detail on the University’s website, for each Academic Year, as amended from time to time.

3.1.32 This Agreement will be governed by and interpreted in accordance with English Law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.
Schedule 2

Responsibilities of the University

1. The University hereby agrees that in consideration of the Partner School providing the facilities to enable the Trainees to complete the School Experience it shall:

1.1. involve school staff in the interviewing of ITE applicants

1.2. train/brief University and School tutors and mentors involved in initial teacher education

1.3. provide documentation for assessment and reporting of Trainees ensure that all the checks specified by the Disclosure and Barring Service been carried out for BEd and PGCE Trainees (which excludes those Trainees who apply for the School Experience by the School Direct salaried model), in addition to which all Trainees who have lived outside of the UK in the five years prior to the School Experience, will also be required to provide an international declaration of good conduct prior to the commencement of the School Experience

1.4. ensure BEd and PGCE Trainees (which excludes those Trainees who apply for the School Experience by the School Direct salaried model) “fitness to teach” using the University Occupational Health Service, reasonable adjustments provided for Trainees with registered disabilities;

1.5. provide University tutors to visit during school based training to include observing lessons taught by Trainees; writing lesson observation reports; giving feedback to Trainees and school staff; carrying out joint observations with school staff for the moderation of standards; discussing Trainees’ progress with school staff in order to maintain a consistent and co-ordinated approach to monitoring achievement;

1.6. train tutors to carry out the monitoring role, including the checking of paperwork and procedures;

1.7. liaise closely with schools concerning Trainees’ progress and attainment and moderate school judgements with respect to Trainee progress and attainment;

1.8. provide an additional support and intervention procedure, through the Deputy Head of ITE of the University, where Trainees are identified as failing to make the required progress;

1.9. provide relevant information about courses/tasks/training elements to be completed by Trainees during the programme;

1.10. circulate information about continuing professional development courses which build upon the skills developed by school staff through their mentoring of Trainees;

1.11. provide support and guidance for completion of the Career Entry and Development Profile (CEDP) documentation required for QTS (all as defined by the DfES and also used by the Programme Documentation at the University)

1.12. appoint and train internal/external examiners, arrange moderation visits and work sample;

1.13. take responsibility for Ofsted inspections of ITE including preparation of data and documentation. Briefings will be provided for school staff as relevant/necessary;

1.14. ensure all aspects of the training are compliant with the Criteria for ITE (as provided by the DfE from time to time)

1.15. recommend Trainees for QTS to NCTL;

1.16. award PGCE/BEd qualifications to successful candidates following Examination Boards and recommend successful candidates for QTS;

1.17. deselect Partner Schools where the training is deemed to be unsatisfactory, as noted in clause 3.1.11 of the Agreement.

1.18. define learning objectives and update the programme as required by the University and/or NCTL from time to time
1.19. inform all Trainees that they are subject to, and are required to abide by, the policies and procedures of the Partner School for the duration of the School Experience.

2. Training

Training for Trainees

2.1. The Teachers’ Standards will be met through University School-based programmes of study, assessed assignments, self-study and the development of teaching skills in schools. Detailed evidence to show that these Standards have been met will be kept by each Trainee and listed in the Portfolio of Evidence for the Teachers’ Standards.

2.2. Progress and achievement in relation to the Teachers’ Standards will be assessed, moderated and monitored within the School Experience.

2.3. In particular:

2.3.1. academic assignments across all ITE routes are marked by University staff, internally moderated and externally moderated by the External Examiners;

2.3.2. the individual Portfolio of Evidence for the Teachers’ Standards records evidence that each Teacher Standard has been met. The Portfolio is monitored and signed off by mentors and tutors who have observed the Trainee’s performance in the classroom;

2.4. Lesson Observation Forms, completed by University tutors and school mentors, show progress in relation to the Standards;

2.4.1. joint Lesson Observation Forms completed by school mentors and University tutors show that the standard of each Trainee’s performance is being moderated;

2.4.2. Lesson Observation Forms are completed by a second, moderating University tutor when necessary;

2.4.3. a detailed individual assessment grid is used to monitor formative and summative judgments, to track progress against each standard and record achievement/attainment grades;

2.4.4. targets/action points/reflections are recorded by the Trainees and made available to school/UH staff;

2.4.5. a monitoring report is written by UH tutor after each visit;

2.4.6. the report at each assessment point is written by the school and moderated by the visiting University tutor;

2.4.7. the reference is written by the school at the end of the assessed period of school-based work;

2.4.8. Trainee attendance must be monitored and recorded for university and school-based activity;

2.4.9. documentation to support training is provided to schools and Trainees including scheduling, specific teaching, assessment and reporting requirements;

2.4.10. Trainees are provided with electronic versions of documents needed for their Portfolio of Evidence for the Teachers’ Standards including the Assessment Grid, Lesson Observation Forms (LOFs), Teacher Mentor Meeting forms, Report forms etc. for completion during school-based training;

2.4.11. documents are available on the University’s School of Education partnership website
2.4.12. the taught element of training will be delivered at the University and in schools with some variation depending on the training route (as described in Schedule 4, Part A School Direct (Salaried), Part B and Part C below)

2.4.13. lectures, workshops, seminars and tutorials that take place at the University, cover the subject knowledge and professional studies that will be assessed in tasks and assignments. Some tasks and assignments are based on work carried out in school.

**Training for mentors**

2.5. The University will provide relevant training/briefing/development for all school mentors. This will cover:

2.5.1. the role and functions of the mentor and tutor;

2.5.2. the application of the Teachers' Standards to the training process and assessment outcomes;

2.5.3. the use of the University documentation and procedures for assessment, moderation and monitoring;

2.5.4. the application of assessment criteria, the framing of formative feedback and action points arising from the lessons observed.

2.6. Mentor development workshops lead to UH certification for developing mentors (Approved Level) and established mentors (Associate Level) (as defined by the DfE).

**Part A School Direct (Salaried), Part B School Direct (Tuition Fee) Schedule 3 additional responsibilities**

2.7. In the event that for the applicable Academic Year the parties have agreed that Part A School Direct (Salaried) or Part B School Direct (Tuition Fee) of Schedule 3 will be pertinent at the Partner School, the following additional responsibilities shall be fulfilled by the University:

2.7.1. support recruitment to School Direct places through University Open days and specific School Direct events;

2.7.2. provide documentation for interviews, be represented at interviews and ensure all aspects of recruitment and selection process meet current legislation;

2.7.3. provide information and guidance on the UCAS application process;

2.7.4. provide additional support and guidance to schools that go into the Ofsted category ‘special measures during the training year.

2.8. The University will provide relevant training/briefing/development for teacher tutors. This will include:

2.8.1. the application of the Teachers' Standards to the training process and assessment outcomes

2.8.2. the role and functions of the tutor

**Monitoring and Evaluation of the School Experience**

2.9. The University, jointly with the Partner School, will monitor and evaluate progression of the School Experiences as follows:

2.10. Strategic monitoring and development of all ITE programmes is carried out by the Professional Advisory Group; membership comprises senior school staff and University managers.

2.10.1. Monitoring to improve and develop future policy and practice of the arrangement is carried out through a series of evaluation processes:

2.10.2. Trainee feedback on each of the taught elements of the training;
2.10.3. mentor and tutor feedback on the effectiveness of each mentor training/briefing session;

2.10.4. feedback from Trainees on their tutors, schools and mentors for School Based training;

2.10.5. feedback from schools on the quality of the University’s practices and procedures;

2.10.6. feedback from visiting tutors on the strengths and areas for development in the partnership arrangements, the strengths and areas for development in the Programmes and any other issues that need attention;

2.10.7. External Examiners, who write reports on the University’s quality of provision and maintenance of standards, having visited schools and observed the teaching of Trainees;

2.10.8. annual Monitoring and Self Evaluation Reports written for each programme as part of the UH annual QA cycle;

2.10.9. programme committee meetings (the minutes identify action points).
Schedule 3
Responsibilities of the Partner School

1. The Partner School hereby agrees that in consideration of the University undertaking its responsibilities as described in this Agreement, it shall, and shall procure that its head teachers, professional mentors, Lead School coordinators (where a Partner School is acting as a Lead School for School Direct) and any other third parties who are engaged by the Partner School to oversee the training within the school or coordinate training across the group of schools (as the case may be), shall comply with the following:

1.1. Head teachers/professional mentors who oversee the training within their school will:

1.1.1. participate, on occasions, in the selection interviewing of Trainees;
1.1.2. take the quality assurance responsibility for the school-based training;
1.1.3. attend mentor development to ensure currency, consistency of standards, correct procedures and a strong school–University partnership;
1.1.4. ensure Trainees are aware of safeguarding procedures at the beginning of school based training;
1.1.5. identify teachers suited to supporting Trainees in their training, place Trainees accordingly and monitor Trainees’ percentage of teaching time, non-contact time and mentor support, in line with the requirements of the programme of training;
1.1.6. ensure that mentors attend briefing/training at the University and have all relevant documentation;
1.1.7. monitor mentors’ work with Trainees to ensure that the mentor commitments listed below are being met and that assessment of Trainees is accurate;
1.1.8. select and deselect mentors as necessary;
1.1.9. provide reasonable adjustments for Trainees with registered disabilities;
1.1.10. provide opportunities for Trainees to observe teaching throughout the school as appropriate;
1.1.11. set out and facilitate a training timetable, including appropriate teaching and non-contact time;
1.1.12. monitor training school-based training days missed through absence and facilitate replacement days (more than 3 days absence generally needs to be made up to meet compliance requirements);
1.1.13. liaise with University tutors regarding Trainees’ progress and attainment;
1.1.14. make suitable arrangements as required for visits by internal/external examiners and Ofsted inspectors to view the training arrangements;
1.1.15. keep the University informed of any change in school status or staffing that may have a positive or adverse impact on the school’s ability to support Trainees e.g. loss/change of key staff, changed status after an inspection (schools in an Ofsted category ‘notice to improve’ will need to have an immediate discussion with the University; schools going into ‘special measures’ are required to be deselected for school-based training until the situation changes).

1.2. Mentors (teachers) will:
1.2.2. hold Qualified Teacher Status in the UK (Independent schools must discuss the use of any non-QTS staff with the University)
1.2.3. attend relevant mentor training;
1.2.4. undertake observations and other assessments of Trainees, using documentation provided by the University, and give regular constructive critical feedback to Trainees;
1.2.5. work with Trainees to identify agreed targets for action;
1.2.6. undertake a joint observation with the University tutor and with the professional mentor;
1.2.7. work collaboratively with Trainees, prompt them to be proactive in their training and discuss good practice with them at a regular weekly meeting;
1.2.8. provide opportunities for Trainees to gain experience of the wider role of the teacher;
1.2.9. provide access to relevant school planning documents and policies to ensure Trainees can plan effectively;

1.2.10. facilitate Trainees’ understanding of medium term planning; lesson planning and focussed classroom tasks; assignment-related activities and training plan elements;

1.2.11. support Trainees in their professional development in relation to the Teachers’ Standards (DfE 2012) and monitor the Trainees’ progress with an aspiration for the Trainees to be ‘at least good’ by the end of their school based training;

1.2.12. assist in developing effective strategies to manage challenging pupil behaviour;

1.2.13. liaise with University tutors concerning Trainees’ progress and attainment, complete Assessment Grid for each Assessment Point and write the Reports which inform the Reference.

1.3. Where the Partner School has taken up a role as a Lead School, its Head Teachers and/or Lead School coordinators will:

1.3.2. enter data about the School Direct places being offered onto the UCAS system;

1.3.3. participate in recruitment events;

1.3.4. employ marketing strategies to recruit;

1.3.5. manage the application process;

1.3.6. organise the interviewing and selection procedure;

1.3.7. provide reasonable adjustments for applicants with registered disabilities;

1.3.8. organise the main school based training setting for trainees;

1.3.9. processing payments from the University and the NCTL to the partner schools

1.3.10. take the quality assurance responsibility for the recruitment and selection process;

1.3.11. attend relevant meetings to ensure currency, consistency of standards, correct procedures and a strong school–University partnership;

1.3.12. liaise with School Direct management team regarding recruitment and selection;

1.3.13. communicate with and support Professional Mentors;

1.3.14. appropriate support for trainees of concern;

1.3.15. recommend to the University for verification of offer to an interviewee. Only the University will make formal offers through UCAS.

2. Part A School Direct (Salaried) Schedule 3 additional responsibilities

2.1. In the event that for the applicable Academic Year the parties have agreed that Part A School Direct (Salaried) of Schedule 3 will be pertinent for the Partner School, the following additional responsibilities shall be fulfilled by the Partner School:

2.1.1. ensure that all the checks specified by the Disclosure and Barring Service (DBS) have been carried out;

2.1.2. ensure trainees fitness to teach.

3. Part A School Direct (Salaried), or Part B School Direct (Tuition Fee) Schedule 3 additional responsibilities

3.1. In the event that for the applicable Academic Year the parties have agreed that Part A School Direct (Salaried) or Part B School Direct (Tuition Fee) of Schedule 3 will be pertinent for the Partner School, the following additional responsibilities shall be fulfilled by the Partner School:

3.2. Head teachers/professional mentors will ensure training conforms to the ‘Criteria for ITE 2012’ (http://www.education.gov.uk/schools/careers/traininganddevelopment/initial/b00205422/itt/qtsanditt).

3.3. The Partner School will take the main responsibility for delivering training within the school context.

3.4. The Partner School will:

3.4.1. participate in the selection and interviewing of trainees and inform applicants of their progress;
3.4.2. ensure trainees are aware of safeguarding procedures at the beginning of their training;

3.4.3. quality assure the training in school by identifying teachers suited to supporting trainees, placing trainees accordingly and monitoring trainees’ percentage of teaching time (a maximum of 16 hours per week), non-contact time and mentor support, in line with the requirements of the programme of training;

3.4.4. ensure trainees train to teach across two consecutive age phases;

3.4.5. ensure that suitably qualified tutors deliver training. ensure that there is a minimum of 60 days training

3.4.6. ensure trainees attend central training at the University or Partnership School;

3.4.7. ensure trainees complete at least 5 days of visits to other settings (see guidance in the Reference Handbook);

3.4.8. ensure trainees undertake training in a second school and facilitate this school-based training.

4. Monitoring and Evaluation of the School Experience

4.1. The Partner School, jointly with the University, will monitor and evaluate progression of the School Experiences as follows:

4.2. Strategic monitoring and development of all ITE programmes is carried out by the Professional Advisory Group; membership comprises senior school staff and University managers.

4.3. Monitoring to improve and develop future policy and practice of the arrangement is carried out through a series of evaluation processes:

4.3.1. Trainee feedback on each of the taught elements of the training;

4.3.2. mentor and tutor feedback on the effectiveness of each mentor training/briefing session;

4.3.3. feedback from Trainees on their tutors, schools and mentors for school based training;

4.3.4. feedback from schools on the quality of the University’s practices and procedures;

4.3.5. feedback from visiting tutors on the strengths and areas for development in the partnership arrangements, the strengths and areas for development in the Programmes and any other issues that need attention;

4.3.6. external Examiners, who write reports on the University's quality of provision and maintenance of standards, having visited schools and observed the teaching of Trainees;

4.3.7. annual Monitoring and Self Evaluation Reports written for each programme as part of the UH annual QA cycle;

4.3.8. programme Committee meetings (the minutes identify action points).
Schedule 4

Financial terms

1 In each Academic Year (which is defined as the 12 month period commencing each 1 September), the parties will agree which of Part A School Direct (Salaried) or Part B School Direct (Tuition Fee) or Part C (Tuition Fee only) of this Schedule 4 is applicable for the forthcoming Academic Year. The mutual signing of a letter issued by the University and countersigned by the Partner School, shall confirm the arrangements for the forthcoming Academic Year and which of the financial Parts A, B or C below will be applicable and which of Part A, B or C will be applicable in relation to the responsibilities listed in Schedule 2 or Schedule 3, as applicable.

Part A – School Direct (Salaried)

2 In the event that the Partner School is eligible for salary funding from the NCTL and is undertaking the responsibilities in Schedule 3, paragraphs 2, 3 and 4:

2.1 the School shall apply to the NCTL for such funding, with the funding to be either provided directly to the School (if the School is a “Lead School” as that term is defined by the NCTL) or funding to be provided to the local authority (in the event the School is a maintained School) who will then provide funding to the School (where in each case it is the School’s responsibility to ensure that funding is provided for by the NCTL);

2.2 the University will invoice the School for the applicable costs of the School Direct (Salaried) in three equal instalments, in November, March and May of each Academic Year;

2.3 payment of such invoice from the University to be provided for by the School within thirty (30) days of the date of such invoice.

Part B – School Direct (Tuition fee)

3 In the event that Trainees pay the University directly for the relevant University programme, and the School is undertaking the responsibilities described in Schedule 3, paragraphs 3 and 4:

3.1 The University will collect the relevant tuition fees payable directly from the Trainees (with the expectation that most Trainees will be eligible for funding from the Student Loan Company);

3.2 Any applicable bursaries will be awarded by the University to such Trainees, in compliance with any guidance from the NCTL;

3.3 The University will pay the Lead School (provided that the University has cleared the payments due from the Trainee) an annually agreed sum (as will be stipulated in each Academic Year in the letter referred to above at paragraph 1 of this Schedule 3) as follows:

3.3.1 Twenty-five per cent (25%) of the annual sum to be paid in term 1 upon receipt of an invoice from the Partner School;

3.3.2 Twenty-five per cent (25%) of the annual sum to be paid in term 2 upon receipt of an invoice from the Partner School; and,

3.3.3 Fifty per cent (50%) of the annual sum to be paid in term 3 upon receipt of an invoice from the Partner School.

3.4 For each academic year the fee payable will be stated on the University website (http://www.herts.ac.uk/apply/schools-of-study/education/partnerships-in-education/initial-teacher-education-andplacements).

3.5 The Lead School will send funding to the training school according to their individual arrangements.

Part C – University campus based programme offering (PGCE and BEd University awards) (tuition fee only)

4 In the event that Trainees pay the University directly for the relevant University programme, and the School is NOT undertaking the responsibilities described in Schedule 3, paragraphs 2 or 3 or 4:
4.1 the University will collect the relevant tuition fees payable directly from the Trainees (with the expectation that most Trainees will be eligible for funding from the Student Loan Company);

4.2 any applicable bursaries will be awarded by the University to such Trainees, in compliance with any guidance from the NCTL;

4.3 the University will pay the Partner School an annually agreed sum (as will be stipulated in each Academic Year in the letter referred to above at paragraph 1 of this Schedule 3) with the details for the timing of such payments to be notified in the letter. All payments by the University will be on the basis of invoices from the applicable Partner School.

5 If the University fails to pay any sum due on or before the due date then the Partner School shall be entitled (without prejudice to any other right or remedy it may have), provided payment has not been made by the expiration of a two (2) weeks' written notice period, charge interest at an annual rate of 4% above Barclays Bank plc's base rate from time to time from the date payment was due until payment is made.

6 The parties have entered into this Agreement on the basis of a common understanding that neither party shall be required to charge or otherwise account for value added tax ("VAT") in connection with the supply of the services and/or education under this Agreement.

7 To the extent that VAT is payable in respect of any of the services such VAT will be added to the relevant payments and all amounts payable by a party under this Agreement shall be deemed to be exclusive of amounts in respect of VAT.

8 Where any taxable supply for VAT purposes is made under the Agreement by one party to another party, the party making the payment shall, on receipt of a valid VAT invoice from the party receiving the payment, pay to the party receiving the payment such additional amounts in respect of VAT as are chargeable on the supply of goods and/or services at the same time as payment is due for the supply of the goods and/or services.
Schedule 5
Early Termination of the School Experience

1. In the event that a Trainee is unable to complete the School Experience at the Partner School for any reason (including but not limited to a Trainee not performing at a satisfactory level for the stage of the programme), both Parties agree the following:

   a. the Partner School shall advise the University of the details of the issues in respect of the Trainee’s early termination in order for the University to undertake necessary follow up action(s) with such Trainee as it determines appropriate in its sole discretion;
   
   b. where it is considered necessary by the University or the Partner School, a Cause for Concern (as defined below in paragraph 4) will be instigated by either Party, following the guidelines in the School Based Training Documentation (as defined below in paragraph 4); and

2. Where a Trainee is on the School Direct Salaried model, both Parties acknowledge and agree that:

   a. such Trainee’s performance shall be subject to a set of criteria as set out in the Teachers’ Standards (as defined below in paragraph 4);
   
   b. the Partner School shall only apply the probation and performance management policies and procedures on such Trainee which have been agreed in advance in writing with the University; and
   
   c. In the event of an early termination of the School Experience by a Trainee for any reason (including but not limited to not performing at a satisfactory level for the stage of the programme), both Parties shall follow the guidelines set out in the School Based Training Documentation for a Cause for Concern (as defined below in paragraph 4).

3. Where a School Experience is terminated by a Trainee before completion of his/her study programme at the University, the University shall notify the Higher Education Statistics Agency (“HESA”).

4. For the purpose of this Schedule 5,

   “Cause for Concern” means a process put into place jointly by the Partner School and the University when a Trainee is at risk of not meeting the Teachers’ Standards (as defined below) in order to assess such Trainee’s issues and concerns;
   
   “School Based Training Documentation” means the handbook received by all Partner Schools relating to school based training requirements.
   
   “Teachers’ Standards” means a set of criteria that Trainees are working towards during their teacher training;