



**MANCHESTER METROPOLITAN UNIVERSITY**

**FACULTY OF EDUCATION in PARTNERSHIP with SCHOOLS  
AND EARLY YEARS SETTINGS**

**MEMORANDUM OF UNDERSTANDING 2015-16**  
For educational settings entering into (or continuing in)  
**Partnership**

This Memorandum of Understanding, formally reached between

(Educational Setting) Name: .....Postcode: .....("the Setting")

And

The Faculty of Education at  
Manchester Metropolitan University ("the University")

Is set within a framework of principles and agreements which, as described in Sections of the Partnership Understanding, is proposed for all schools in Partnership.

This understanding shall apply for all or part of the period for the years from 1st September 2015 to 31st August 2016.

During this period the Setting shall, in accordance with the principles and understandings, and within a structure and set of financial arrangements described in the Schedules to this Understanding:

- a) Provide the required facilities and opportunities for setting-based work for trainees on programmes of Early Years Initial Teacher Training
- b) Comply with the requirements of the Equality Act 2010, the Special Educational Needs and Disability Act (SENDA) 2014, the Data Protection Act 1998 and current Health and Safety at Work legislation in its approach to pupils and trainee teachers;
- c) Carry out its required roles and responsibilities within the Early Years Partnership
- d) Provide access, on any placement, for a Manchester Metropolitan University tutor (or visiting External Examiner or Senior Moderator) to carry out further visit(s) to each trainee to monitor the trainee's entitlement and moderate the assessment of the practice of teaching
- e) Receive devolved funding from the University, in accordance with Clause 2.

**Signed on behalf of the Setting**

..... Headteacher/Setting Manager or Authorised Officer

Date:.....

**Signed on behalf of the Faculty of Education of Manchester Metropolitan University**

..... Authorised Officer/Director

Date:.....



**Manchester  
Metropolitan  
University**

**MANCHESTER METROPOLITAN UNIVERSITY**

**FACULTY OF EDUCATION  
in PARTNERSHIP with SCHOOLS, COLLEGES  
AND EARLY YEARS SETTINGS**

**MEMORANDUM OF UNDERSTANDING**

**MEMORANDUM OF UNDERSTANDING (Revised 2015)**

**MANCHESTER METROPOLITAN UNIVERSITY**

**FACULTY OF EDUCATION in PARTNERSHIP with SCHOOLS  
AND EARLY YEARS SETTINGS**

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1. University
2. Setting Manager/Headteacher
3. Setting Mentor
4. University Assessor
5. Trainee
6. University Tutor:
7. Partnership Tutor

## MEMORANDUM OF UNDERSTANDING (Revised 2015)

### MANCHESTER METROPOLITAN UNIVERSITY

### FACULTY OF EDUCATION IN PARTNERSHIP WITH SCHOOLS AND EARLY YEARS SETTINGS

#### SCHEDULE A

#### Early Years Programme of School-Based Initial Teacher Education and Training

*Understanding for the Education and Training of Teachers on Early Years Initial Teacher Training Programmes between the Faculty of Education at Manchester Metropolitan University and Partnership Schools/ Early Years Settings.*

### 1. BACKGROUND AND PRINCIPLES

#### 1.1. Background

**1.1.1.** The programme of Early Years Initial Teacher Education and Training based at the Faculty of Education from September 2015 depends on a Partnership between the University and individual schools and early years settings. *(The term 'school' is used hereafter to signify school, placement or early years setting. "School Tutors" refers to colleagues taking an active training role in school e.g. teachers and mentors. The "Primary Partnership" refers to the collaborative work of the Faculty of Education, Manchester Metropolitan University and primary schools, or early years settings in offering placements for trainees on Undergraduate or PGCE programmes which award Early Years Initial Teacher Training Status (EYTS)*

**1.1.2.** From September 2001 schools and the University have responded to the requirements for ITT laid down by the Secretary of State in 'Teachers' Standards' (most recent version 2011-12) and Requirements for Initial Teacher Training and worked together to reach a set of common understandings which underpin the operation of the Primary Partnership. This has included:

- creating an effective basis for school-based work;
- working jointly to develop a coherent structure for Primary Programmes;
- jointly planning those programmes of university-based and school-based Initial Teacher Training;
- working together to formulate a framework within which individual schools enter into a Partnership Understanding.

This document is an expression of the common agreements reached by schools and the University during this period of collaborative development.

## **1.2. Principles**

- 1.2.1.** The Early Years and Primary Partnership acknowledges that the well-being of children and pupils in settings and schools takes priority over all other considerations.
- 1.2.2.** The Early Years and Primary Partnership is committed to demonstrating positive attitudes, values and behaviour in all aspects of professional life and to developing a positive ethos throughout the partnership in respect to Equal Opportunities. (See 6.5.3 and 6.5.4 and the Equal Opportunities Policy in 6.5.6)
- 1.2.3.** The Early Years and Primary Partnership shares a commitment to pursuing quality in the Early Years and Primary Programmes and to provide intending teachers with the best possible preparation for their chosen profession. The commitment recognises that teachers in each Partnership setting and staff in the University have distinctive contributions, roles and responsibilities, which are subject to on-going change and re-definition.
- 1.2.4.** Respective roles and responsibilities are outlined in the schedules attached to this Understanding and detailed in Programme handbooks for Early Years, School and University-based training. Taken together these documents, which are regularly revised by the Early Years and Primary Partnership, describe the procedures, policies, guidelines and regulations. They are intended for reference and information. All circulars, rules, regulations or policies are those in force at the time of writing and may be subject to update or replacement from time-to-time.
- 1.2.5.** The Early Years and Primary Partnership recognises that on-going collaborative planning will be required to refine and develop the programmes of Early Years and Primary Initial Teacher Training. It is essential that monitoring and evaluation of the Programmes are used to inform this developmental activity. When a setting or school enters into Partnership with the University it makes a commitment to take part in these processes.
- 1.2.6.** All Early Years settings and schools involved in any of the components of setting/school-based work are deemed to be in Partnership according to this Partnership Understanding.

## **2. THE DEVOLVED FUNDING FOR SETTINGS IN THE EARLY YEARS PARTNERSHIP AND THE RESPONSIBILITIES OF PARTICIPANTS IN THE SCHEME**

A fee ("Fee") of £7,000 (seven thousand) per trainee will be paid by the university to the employing Early Years Setting to allow the setting to support the trainee to complete their programme of study at MMU. The Fee will be paid as follows:

3 payments 25%, 25% 50% at the start of each term.

This Fee directly relates to the support to be provided to the trainee to complete the Early Years Programme (including for the avoidance of doubt support for training at an alternative setting) and payment is conditional upon:

- i) The Early years Setting having provided all reasonable support required to enable the trainee to complete their programme of study to be determined in MMU's sole discretion acting reasonably at all times; and
- ii) The Early Years Setting having fully complied with all terms of this MoU; and
- iii) The Early Years Setting having provided to MMU, appropriate evidence of the support it has provided to the trainee, if requested to do so.

In the event that an Early Years Setting has received payment of the Fee or any part of the Fee and later reneges upon its obligations to support the trainee further to this MoU, MMU shall be entitled to reclaim all (or any part of) the Fee already paid by service of invoice. Further, MMU may withhold payment of any further part of the Fee. Such Fee being reclaimed shall be returned to MMU within 30 days of receipt of invoice failing which MMU shall be entitled to recover (using such methods as it deems necessary) such Fee as a debt including interest at the prevailing rate in accordance with its standard terms of invoice.

In the event that this MoU is subject to early termination through no fault of the Early Years Setting and the setting has at all times complied with the terms of this MoU, the Parties shall agree a reasonable pro-rata amount to be paid to the Early Years Setting.

- ### **3.**
- 3.1.** Normally the Early Years and Primary Partnership requires a setting/school to identify a setting mentor to support early years/School-based Training programmes. The setting mentor will support the trainee and be supported by the university assessor. The Partnership early years setting/school will make available:
    - mentor time for supporting the trainee and be available to meet with the university assessor .opportunities for trainees to be assessed against the Teachers Standards (Early Years)(NCTL 2013)
  - 3.2.** For all Early Years and Primary Programmes the University will provide appropriate services to support the trainee's professional and personal development and welfare needs to which setting mentors can refer. Please see the Roles and Responsibilities detailed below in Schedule B for

more details.

**3.3.** Taken together, the roles of university tutors, university assessors and setting mentors provide continuity and coherence in the trainee's training entitlement through an integrated and complementary training programme. It is the responsibility of the trainee to fully engage in the training process and make full use of the opportunities provided.

**3.4.** **The Roles and Responsibilities of the participants** are given in Schedule B.

#### **4. MANAGEMENT AND CO-ORDINATION OF THE EARLY YEARS PARTNERSHIP**

*An Early Years Partnership Forum, drawn equally from Partnership settings, organisations which reflect the children's workforce, including Local Authorities and the University, will offer guidance on policy and organisational matters with respect to Early Years Initial Teacher Education and Training.*

**3.1** The Early Years Partnership Steering Group is the group responsible for making recommendations about the development of the Early Years Partnership to the formal University committees, specifically the Primary Programme Committee.

**3.2** It has the following terms of reference which define its main responsibility as devising, developing and monitoring policy and strategy across the Early Years Partnership:

- i. To facilitate effective communication and a shared commitment to pursue quality and consistency in the Partnership between early years settings and the University;
  - ii. To offer guidance on, and regularly review Early Years Partnership developments
  - iii. To be responsible for defining, monitoring and evaluating clear, generic Quality Assurance arrangements in the Partnership;
  - vi. To provide a forum for the exchange of views arising from the defined Partnership arrangements, including:
    - i) resolution of issues not satisfactorily resolved within individual programmes;
    - ii) receipt and consideration of formal evaluation of the Partnership through the Annual Partnership Report;
  - vii. To promote awareness of opportunities for all partners' Continuing Professional Development and ensure accreditation of such activity within the University's Continuing Professional Development Programme.
- 3.3** To agree financial arrangements to support the Partnership.
- 3.4** To meet three times a year.

**3.5.** The overall responsibility for the management and co-ordination of coherent Early Years Programmes and Partnership will lie with the Head of Primary Programmes who will:

- be responsible through the Associate Dean for Programmes, the Faculty director of Partnerships, to the Dean of the Faculty of Education;
- be responsible through the Leader of Primary Partnership for the development and maintenance of effective liaison and communication systems with Partnership schools;
- take account of advice from the Early Years Partnership Steering Group;
- be advised by the Leader of Primary Partnership and individual designated Programme leaders;
- ensure an appropriate structure of Programme committees and sub-committees, as shall from time to time be agreed.

**3.6** The Head of Primary Programmes will ensure the appropriate and proper representation of Early Years Partnership settings in the committee and sub-committee structures.

**3.7** The Faculty of Education will nominate Partnership Tutors for each cluster of schools, with responsibility for organising termly cluster meetings to promote effective communication between Partners.

**3.8** The University will specify officers to co-ordinate matters of academic management, Partnership communication and support for trainees for both undergraduate and postgraduate Programmes. These will include, inter alia:

- partnership;
- placements;
- recruitment and admissions;
- trainee welfare and support;
- Quality Assurance;
- curriculum and assessment.

All such Programme officers will be ex-officio members of the Primary Programme Board.

**3.9** The names of tutors carrying out all such co-ordinating roles as described in 3.4 *and* 3.5 will be made available to early years settings and schools on an annual basis.



## **4 MANAGING CONTINUITY IN THE TRAINEE EXPERIENCE**

### **4.1. Selection**

**4.1.1.** The selection of trainees will normally be by interview conducted by University tutors and representatives from early years settings in accordance with:

- procedures laid down by the Early Years and Primary Partnership to meet the requirements of the Secretary of State for entry to Initial Teacher Training programmes that are currently in operation;
- University policy which relates to recruitment and selection;
- Government legislation, in particular that relating to the Equal Opportunities, currently, The Equality Act (2010) and the Special Needs and Disabilities Act (SENDA).

**4.1.2.** The arrangements for interview will be made by the University.

### **4.2. Registration**

Trainees will register in accordance with Manchester Metropolitan University procedures and requirements.

### **4.3. Placements**

**4.3.1.** The University will provide the administrative requirements and information services to carry out placement procedures.

### **4.4. Reporting and Referencing**

**4.4.1.** University Assessors and Tutors will undertake to produce reports for each trainee on classroom and professional achievements at the end of each school placement. Such reports will contribute to a record of professional development, the final reference and the Career Entry and Development Profile for that trainee. The assessment of trainees and the recording and reporting of progress will employ the criteria and procedures, as described in the Early Years Programme Handbook, which will be sufficient to meet the requirements of the Secretary of State currently in operation.

**4.4.2.** The setting/school shall provide to MMU all information it reasonably requires to satisfy any obligations that it may have to any regulatory body or authority.

#### **4.5 Insurance**

The partner school or setting must provide suitable employers liability (no less than 10,000,000) and public liability insurance (no less than £5,000,000) cover for accident and loss to or caused by the trainee whilst visiting the partner school's premises and/or carrying out activities organised by the partner school or setting. Further the partner school or setting will procure and maintain, at its own cost with a reputable insurer, all such insurance cover as would be usual or prudent for a comparable institution to maintain in respect of the activities carried on in connection with this agreement. On request, the partner school or setting will provide the university with copies of the certificate(s) of insurance reflecting such coverage.

## **5. ASSESSMENT PROGRAMME: ACHIEVING CONSISTENT STANDARDS; THE ROLE OF THE BOARD OF EXAMINERS**

### **5.1. The Assessment Programme**

- 5.1.1.** Responsibility for the supervision, support, assessment and re-assessment of trainees' progress towards the Programme outcomes, including the Standards for EYTS, lies with university assessors and tutors from the University.
- 5.1.2.** Tutors from the University will work to support university assessors in that process and take an appropriate part in the shared procedures identified by the Partnership to assure quality in the trainee experience.
- 5.1.3.** The roles and responsibilities of all parties involved in the Partnership will be as described in the Early Years Initial Teacher Training Handbook, the Early Years Partnership Memorandum of Understanding and Programme documentation.
- 5.1.4.** The Programme Regulations (with appropriate notes of guidance), the assessment scheme, the system of recording achievement and the statements of competences will be published in the Programme Handbook(s).

### **5.2. The Board of Examiners**

- 5.2.1.** For each Programme a Board of Examiners will determine whether a trainee shall receive an award, and resolve all matters of assessment under the Regulations. It will act in accordance with University procedures, including its use of External Examiners. Senior Moderators and experienced early years tutors will support the work of External Examiners by moderating the assessed outcomes from the Programmes.
- 5.2.2.** All university assessors and tutors involved in the assessment of a trainee under consideration by a Board of Examiners are entitled to attend.

It is the entitlement of an individual trainee at risk of failure to have all the tutors and university assessors involved in the individual's assessment, wherever possible, present at the Board of Examiners which considers the case.

### **5.3. Consistency of Standards**

The University and Early Years Partnership settings are committed to taking the steps necessary for the consistent implementation of assessment criteria. It is noted that one role of the External Examiners is to comment on, and advise, the Primary Partnership about the effectiveness of its action in this respect.

## **6. QUALITY**

### **6.1. Securing Quality in the Trainee Experience**

The Early Years Partnership is committed to the pursuit of excellence and has developed

appropriate structures and roles to monitor and evaluate the quality of the trainee experience, paying attention particularly to:

- opportunities for a trainee to gain experience in a range of early years settings and schools if the trainee has not had previous experience of working in a different setting and/or in the 0-5 age phase. the consistent application of sets of assessment criteria and consistent judgements about trainees' competences.

**6.1.1** Trainees, university assessors and University tutors will be involved in the evaluation process. Feedback from the evaluation process will be shared with all parties. The Early Years Partnership Steering Group will receive issues arising from the evaluation process on an annual basis.

**6.1.2** On a termly basis, a Primary Programmes officer receives an up-date from the Local Authority on the status of all schools / settings with regard to an Ofsted categorisation of serious weakness or being given 'Notice to Improve'. Should this happen the programme leader will review the level of support available for the trainee and whether additional support will be needed.

### **6.3 Professional Development of Tutors and School Partners**

**6.3.1** University-based training provide opportunities for issues relevant to settings, mentors, school tutors and trainees to be discussed and common understandings to be reached for the mutual benefit of all.

**6.3.2** All practitioners who complete training to support trainees in their school/setting are registered as having done so. Registration can be used for accreditation purposes at Manchester Metropolitan University, in respect of award bearing courses.

**6.3.3** The University and Partnership settings recognise a shared responsibility to make it possible for all those involved in the training of teachers to meet from time to time to monitor, evaluate and review the Early Years Programme and the Primary/ Early Years Partnership, both as part of their continuing professional development as trainers and educators and to advance practices in the Primary/Early Years Partnership.

### **6.4 Annual Reports**

**6.4.1** The Leader of Primary/Early Years Partnership will make available to the Early Years Partnership Steering Group an Annual Report in accordance with the University Monitoring and Evaluation procedures.

**6.4.2** The Head of Primary/ Early Years Programmes will make appropriate reference to this report in the construction of the Primary Programmes Quality Improvement Plan (QIP). This in turn will contribute to the Quality Improvement Plan (QIP) for the Faculty of Education.

**6.4.3** The Head of Primary/Early Years Programmes will make such reports available to relevant Programme Committees, the Early Years Partnership Steering Group and the Primary Programmes Board.

### **6.5 Regulations and Requirements**

- 6.5.1** The Primary/Early Years Partnership is subject to regulations and requirements set out by NCTL and the Department for Education (DfE). The current requirements are provided in Professional Standards for Initial Teacher Training (NCTL 2013).
- 6.5.2** All trainees require a criminal convictions check DBS before working with children. DBS enhanced clearance is the responsibility of the setting in the case of those registered on employment based routes. Settings are also responsible for ensuring compliance with the Childcare (Disqualification) Regulations 2009.
- 6.5.3** The Faculty of Education and its Partnership early years settings/schools undertake to comply with the requirements of the Special Educational Needs and Disability Act (SENDA). As a consequence trainees will be provided with appropriate support during their placement in order for them to meet the requirements of the work based learning. This might include for example, provision of appropriate ICT hardware and/or software to support a dyslexic trainee or locating a trainee with mobility impairment in an appropriate area in the setting with easy access.
- 6.5.4** The Faculty of Education and its Partnership early years settings/schools undertake to comply with the requirements of The Equality Act in providing appropriate support during their work based learning in order for them to meet the requirements of the course. This would include making special arrangements for days of religious or cultural significance and/or provision of a suitable place in which to pray.
- 6.5.5** The Faculty of Education and its Partnership early years settings/schools undertake to comply with the principles of the University's Ethical Framework which requires that its staff and trainees are mindful of the ethical implications of activities with which they engage and are committed to discharging their responsibilities to the University in an ethical manner conforming to the highest professional standards of conduct. The University undertakes to ensure that trainees are mindful that research, placement, investigation, projects or any other interaction with children, teachers and schools involves sensitive information. By accepting trainees on work based learning Partnership early years settings/schools consent to a range of training activities which could involve an element of data collection. Trainees undertake to take due account of such ethical issues including, consent, confidentiality and anonymity of participants.

## **6.6 Faculty Policies And Practices In Connection With Equal Opportunities**

The Faculty of Education recognises:

1. **The commitment to achievement of equal opportunities as being central to its mission such that:**
  - 1.1. everyone who is or seeks to be a member of staff or a student of the Faculty is entitled to receive equality of opportunity and treatment that is appropriate and fair, irrespective of age; colour; disablement; marital status; race/ethnicity; religion; sex; gender; employment status; sexual orientation; nationality; caring responsibility; socio-economic status; and any other factors;
  - 1.2. it will be proactive in all matters relating to equality of opportunity and diversity;
  - 1.3. it will celebrate the richness brought to the Faculty by a diverse population, both of staff and students;
  - 1.4. if circumstances arise where, despite its best intentions the Faculty fails to provide an appropriate and professional service, consistent with this policy, it

will take action.

**1.5. All members of the Faculty will take responsibility for their actions ensuring that they:**

- 1.6. act at all times in a way that is consistent with this policy;
- 1.7. enter into formal agreements with partner schools and Early Years settings such that the Faculty policy applies also within those partner institutions;
- 1.8. will make people who are not employed by the University but are part of Faculty activities, e.g. visitors, clients, contractors and suppliers of goods and services, aware of its expectation that they will operate within the scope of this policy.

**2. Within the Faculty the scope of this policy extends to:**

- 2.1. offering within our admission policies, equal opportunities for access to Programmes and to the range of facilities we provide for staff and students;
- 2.2. encouraging the participation of students from a variety of backgrounds, at various stages of their lives and careers, and with a wide range of qualifications and experience;
- 2.3. ensuring equality of opportunity and treatment in the recruitment, selection, retention, training and promotion of staff at all levels;
- 2.4. ensuring that applicants or potential applicants are not discouraged or disadvantaged by the adoption of any conditions or criteria which cannot be justified in terms of specific job or Programme requirements.

**3. The Faculty will implement its equal opportunities policy by:**

- 3.1. developing specific codes of practice and procedures that support and uphold it;
- 3.2. taking action to communicate its policy to all staff, students and others;
- 3.3. ensuring, through continual implementation of other programmes, e.g. staff development, that staff have received appropriate training to enable them to fulfil their responsibilities under this policy;
- 3.4. responding positively to constructive criticism and complaint in relation to equal opportunities;
- 3.5. reviewing its policy and progress against its codes of practice.

***General Code of Practice***

The Faculty will meet its commitment to its equal opportunities agenda by:

1. ensuring that sensitivity to prospective students' and sponsors' cultures and expectations is practised throughout marketing and recruitment procedures;
2. recognising that some students may need more time to understand procedures and to become familiar with new techniques and that appropriate support and feedback should be offered to facilitate this;
3. taking care to ensure that the content of written course materials is not sexist, racist, ageist or homophobic and takes into consideration people with disabilities. Particular attention should be paid to illustrations; depiction of roles; use of language; and potential stereotyping and inaccurate assumptions about women, men, age, people with disabilities and those with different racial/ cultural backgrounds, religious beliefs or faiths, sexual orientation or marital/ parental status;
4. developing teaching materials that actively promote equality of opportunity in education and society;
5. requiring that language and examples used in teaching must be non-discriminatory;
6. supporting tutors in recognising and being prepared to deal with the fact that group dynamics may be affected by the balance of men and women and people from different racial/cultural backgrounds and age groups. Tutors and participants should be aware of the possible isolation of minorities in groups and be willing to provide appropriate and non-patronising support;
7. enabling tutors to be willing to challenge sexist, racist, ageist or other discriminatory comments or behaviour;

8. ensuring oppressive practices such as sexual or other innuendo or intimidation, are not tolerated.

***Additional information***

The Equal Opportunities Policy of the Faculty is underpinned by the Equal Opportunities Policy and Action Plan of Manchester Metropolitan University ([www.mmu.ac.uk/humanresources/equalities](http://www.mmu.ac.uk/humanresources/equalities))

**7. Data Protection**

- 7.1 If under the Data Protection Act 1998 or the Freedom of Information Act 2000 either Party is required to provide information to a data subject (as defined in the Data Protection Act) in relation to personal data or any other information requested by an applicant under the Freedom of Information Act in relation to this Agreement when such data is in the possession or under the control of the other Party, then the other Party shall provide all reasonable and prompt co-operation in order for the relevant Party to comply with its obligations under this Clause, the Data Protection Act and the Freedom of Information Act.
- 7.2 Both Parties will comply with the Data Protection Act 1998 ("DPA") and any modifications and amendments thereto. For the purposes of this Clause 7 any definitions shall be those defined within the DPA. Each Party acknowledges that it acts as an individual Data Controller in relation to any Personal Data obtained under this Agreement and will at all times comply with its obligations under the DPA. To the extent that a Party processes any Personal Data for and on behalf of the other, it shall take appropriate technical and organisational measures designed to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data. In particular, the Processor shall Process Personal Data only for the purpose for which it was disclosed, shall not (without the Data Controller's consent) transfer the Personal Data (or allow it to be transferred) outside of the European Economic Area and shall act on the Data Controller's instructions only (given for such purposes). The Processor shall answer the Data Controller's reasonable enquiries to enable it to monitor the Processor's compliance with this paragraph and the Processor shall not subcontract any Processing of Personal Data without the prior written consent of the Data Controller.

**8. NO PARTNERSHIP OR AGENCY**

- 8.1 Nothing in this Agreement, and no action taken by the Parties pursuant to this Agreement, shall constitute or be deemed to constitute a relationship between the Parties of partnership, joint venture, principal and agent or employer or employee. Neither Party has, nor may it represent that it has, any authority to act or commitments on the other Party's behalf..
- 8.2 Neither Party shall use the other's name, crest, logo or registered image for any purpose without the express permission of the other Party.

**9. NOTICES**

All notices hereunder shall be served personally or by mail to the address given at the head of this Agreement for the Parties to be served or such other address as may be given by such Parties to the other for the service of notices. Any such notice shall be deemed sufficiently given if it is proved that the same has been duly committed to the post in a properly addressed and prepared envelope.



Notices sent by shall be deemed served two days after posting. Notices served personally shall be deemed served forthwith upon delivery.

#### **10. ENTIRE AGREEMENT**

This Agreement sets out the entire agreement between the Parties with respect to the subject matter covered by it and supersedes and replaces all prior communications, representations (other than fraudulent representations), warranties, stipulations, undertakings and agreements whether oral or written between the Parties. Each Party acknowledges that it does not enter into this Agreement in reliance on any warranty, representation or undertaking other than those contained in this Agreement provided that this shall not exclude any liability which a Party would otherwise have in respect of any statements made fraudulently by it or on its behalf prior to the date of this Agreement.

#### **11. WAIVER**

The failure or delay by either Party to this Agreement in exercising any right, power or remedy of that Party under this Agreement will not in any circumstances impair such right, power or remedy nor operate as a waiver of it. Any waiver of a breach of, or default under, any terms of this Agreement will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of this Agreement.

#### **12. DISPUTE RESOLUTION**

12.1 The Parties agree to co-operate with each other in an amicable manner with a view to achieving the successful implementation of this Agreement.

12.2 The Parties shall use all reasonable endeavours to negotiate in good faith and settle amicably at any dispute which arises during the continuance of this Agreement. If a dispute arises between the Parties during the term of this Agreement in relation to any matter which cannot be resolved by the MMU Programme Leader and the School's Programme Leader then either Party may refer the matter to the Programme Committee and then, if necessary, to the Academic Board of MMU and an equivalent body or board or committee within the Early Years Setting/School.

12.3 If the dispute is not resolved by negotiation pursuant to Clause 12.2, the Parties shall attempt to settle it by mediation in accordance with the model mediation procedures published by the Centre for Effective Dispute Resolution ("CEDR"). To initiate a mediation a Party must give notice in writing to the other Party requesting a mediation pursuant to the model mediation procedures. A copy of the request shall be sent to CEDR. The mediation shall be before a single, jointly agreed upon, mediator.

12.4 If either Party refuses at any time to participate in the mediation procedure and in any event if the dispute is not resolved within 90 days of the service of the mediation notice, then either Party may commence proceedings in accordance with Clause 17.

#### **13. VARIATIONS**

No variation to this Agreement shall be effective unless in writing, signed by or on behalf of each Party by an authorised signatory.

#### **14. THIRD PARTY RIGHTS**

This Agreement is only enforceable by the original Parties to it and by their successors in title, successor bodies and permitted assignees. Any rights of any other person to enforce or rely upon any term of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 are excluded.

**15. APPLICABLE LAWS**

- 15.1 The Parties shall comply with all applicable laws and statutory regulations or any regulations of any governmental, quasi-governmental, supra-national or other competent agency (including, without limitation, all health and safety legislation) in force from time to time during this Agreement.
- 15.2 The Parties shall also comply with the provisions of the Equality Act 2010 and the codes of practice relating thereto.
- 15.3 The Parties shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and shall not engage in any activity, practice or conduct which could constitute an offence under sections 1,2, or 6 of the Bribery Act if such activity, practice or conduct had been carried out in the UK. The school shall comply with its own policies relating to anti-bribery and anti-corruption and shall put in place its own procedures to ensure compliance under the Bribery Act 2010. The school shall immediately notify MMU in writing of any request or demand for undue financial or other advantage of any kind received by it in connection with this Agreement and shall immediately notify MMU in writing of any situation which may give rise to a breach of this Clause.

For the avoidance of doubt, a breach of this Clause 15 shall be deemed a material breach of this Agreement which is not capable of remedy

**16. COUNTERPART**

This Agreement may be executed in any number of counterparts, each of which so executed will be an original, but together will constitute one and the same instrument.

**17. LAW**

- 17.1 This Agreement is governed by and shall be interpreted in accordance with English law. Subject to the provisions of Clause 12 (Dispute Resolution), each Party irrevocably submits to the exclusive jurisdiction of the English courts in relation to all matters arising out of or in connection with this Agreement.

**SCHEDULE B****ROLES AND RESPONSIBILITIES OF THE PARTICIPANTS****UNIVERSITY****Training / CPD**

- Provide training for University Assessors and setting mentors
- Provide quality Early Years Initial Teacher Education and Training

**Quality Assurance / Evaluation**

- Have clear procedures for monitoring, supporting and evaluating the Early Years Partnership
- Respond to Quality Assurance issues raised by university assessor, trainees and University tutors
- Conduct rigorous and transparent evaluations of the work of the Early Years Partnership

Conduct an annual evaluation of school-based training, the results of which are formally reported to schools through an Annual Partnership Report

**Trainee Support / Monitoring Assessment**

- Provide a clear set of procedures for trainees 'At Risk' which will outline additional support available to individual Partnership settings where a trainee is at risk of failure or in cases which are difficult to resolve
- Provide University Assessors with responsibility for designated settings: monitoring of Quality Assurance processes and procedures within the setting; having oversight of training placements; having oversight of the setting's identified CPD in relation to ITT
- Provide Senior University Assessors with responsibility for supporting university assessors and setting mentors and monitoring Quality Assurance processes and procedures within the setting for the duration of the training.
- Provide Programme regulations, assessment schemes, the system of recording achievement and statements of the Standards to be achieved with due regard to legislation, DfE and NCTL circulars
- Convene the Board of Examiners in accordance with University procedures, including its use of External Examiners and Senior Moderators

**Liaison**

- Provide appropriate committee structures and personnel to support the effective development of the Early Years Partnership

**Documentation**

- Provide appropriate documentation to support Setting-based Training

**Finance  
SETTING**

- Provide funding according to agreed tariffs

**MANAGER/HEADTEACHER**

**Training / CPD**

- To provide a setting which provides good quality training.
- To identify a setting mentor who will support the trainee's experience
- Ensure the setting mentor is enabled to attend an annual training session in order for them to discharge their responsibilities appropriately and effectively
- To identify a Mentor who will provide appropriate support and guidance
- Using funding provided by the University, make it possible for a setting representative to:
  - attend training and meetings

**Quality Assurance /  
Evaluation  
Trainee Support /  
Monitoring Assessment**

- To contribute to an annual written evaluation of the programme
- Accept and welcome trainees as temporary colleagues, providing an appropriate induction programme

Provide the trainee with access to a range of resources, including ICT

Provide a supportive environment for the trainees

- Support the setting mentor in ensuring that the setting/school's Equal Opportunities policies apply equally to trainees
- Ensure any arrangements which have to be made as a consequence of identified needs, whether they relate to SEN, cultural or religious requirements, are put into place

- Ensure that trainees are provided with opportunities to meet and discuss with, personnel in their setting who have specific professional roles such as SENCO, Designated Officer for Safeguarding and such like.

**Liaison**

- Liaise with setting mentor, university assessor and University tutor
- Alert the named tutor at the University immediately if any concerns have been raised regarding the trainee with respect to safeguarding and promoting children's welfare
- Inform the Head of Primary Programmes at the University immediately of any changes to the school's circumstances which might negatively impact on the quality of the training provided, ie categorised by OfSTED as having 'Serious Weaknesses' or being given 'Notice to Improve'

**Documentation**

- Complete and return the placement evaluation (online questionnaire).

**SETTING MENTOR****Quality Assurance /  
Evaluation**

- Be invited to contribute to an annual written evaluation of school-based training

**Trainee Support /  
Monitoring/  
Assessment**

- Provide trainees with an appropriate induction programme which includes information about the setting/school and setting/school policies appropriate to the placement
- Provide/share with the trainee, as appropriate to their stage in the training process, with assessment data, e.g. the school RAISE on-line, the OfSTED summary, LA and setting/school targets
- Induct trainees into setting/school planning models and provide support for trainees' planning to enable them to incorporate University requirements. Discuss issues of current legislation and national strategies
- Provide the trainee with access to a range of resources, including ICT
- Discuss health and safety regulations, procedures for safeguarding and promoting the welfare of the child, dress code and expectations of professional conduct
- Ensure the trainee is fully supported with respect to Equal Opportunities and make sure any arrangements which need to be made as a consequence of identified needs, whether they relate to Special Educational Needs, cultural or religious requirements, are put into place
- Provide the trainee with opportunities to take part in activities which reflect the broader role of the early years teacher e.g. INSET, staff meetings, parents' meetings, breakfast and after school clubs etc.
- Discuss professional issues and co-ordinate activities which give trainees experience of the wider professional requirements of the Standards as identified in the relevant Early Years Initial Teacher Training handbook. Monitor that such training is taking place
- Support the University Assessor in the process of lesson observation and assessment of the trainee's progress and target setting on a regular basis
- Support the University Assessor in reaching decisions about whether a trainee is meeting or failing to meet the Standards at Progress Review points during the year.
- Carry out a joint observation of the trainee with the University Assessor during each of the University Assessor's visits.
- Support the University Assessor in completing the Record of Visit Sheets, including setting realistic targets for the trainee.
- Support the University Assessor in monitoring the trainee's progress

regularly through discussion, review of progress towards targets set and scrutiny of the trainee's file(s) and the Progress Review process.

**Liaison**

- Liaise with University tutor, University Assessor and Setting Manager/Headteacher
- Keep the Setting Manager/Headteacher informed of the trainee's progress

**Documentation**

- Support the University Assessor in completing an the Record of Visit forms, and share this with the trainee.
- Complete and return the placement evaluation (online questionnaire).

**UNIVERSITY  
ASSESSOR**

**Training / CPD**

- Participate in the training associated with the placement
- Have knowledge and understanding of training issues arising from mentor training

**Quality Assurance /  
Evaluation**

- Assist the senior University Assessor to formally assess School-based Training against the agreed criteria, using agreed processes

**Trainee Support /  
Monitoring/  
Assessment**

- Provide trainees with practical support and guidance in their medium and short term planning to enable trainees to incorporate University requirements for the individual placement, with those of the school.
- Discuss health and safety regulations, procedures for safeguarding and promoting the welfare of the child, dress code and expectations of professional conduct
- Provide/share with the trainee, as appropriate to their stage in the training process, with assessment data, e.g. the school RAISE on-line, the OfSTED summary, LEA and school targets
- Provide trainees with access to a range of resources, including ICT
- Ensure the trainee is fully supported with respect to Equal Opportunities and make sure any arrangements which need to be made as a consequence of identified needs, whether they relate to Special Educational Needs, cultural or religious requirements, are put into place
- Discuss their own practice with the trainee and provide the opportunity for the trainee to observe different aspects of teaching and learning. In briefing and de-briefing make explicit the pedagogy which underpins the choice of teaching and learning styles, organisation and delivery of a particular lesson
- Monitor the trainee on a regular basis including scrutiny of the trainee's file. Provide the trainee with feedback on lesson planning, lesson evaluation, assessment, monitoring and recording through verbal feedback, annotation and comments in the trainee's file(s)
- Observe the trainee at identified point throughout the placement. Provide constructive and challenging feedback to the trainee, complete appropriate proformas. Set specific and focused targets for development
- Monitor the trainee's progress, including targets set, through a weekly review.
- Support the trainee in establishing themselves in their teaching role, discussing expectations, the curricular requirements for the pupils and the range of abilities and any specific needs in the class



- Assess trainees at each visit. Reach a judgement as to whether a trainee is meeting or failing to meet the Standards
- Discuss with the trainee their progress, including; work towards meeting targets set; and the standard of the trainee's files.

**Liaison**

- Alert the Headteacher, owner or school mentor and trainee of any problems (ie if trainee is considered At Risk)

**Documentation**

- Complete on-going reports, in consultation with the mentor and share this with the trainee. Send this to the University as soon as possible after completion.
- Complete and return the placement evaluation (online questionnaire).

**TRAINEE**

- To work in partnership with colleagues in the setting/school and University in a professional manner
- Take responsibility for his/her professional behaviour and learning; negotiate opportunities for his/her professional development, use his/her initiative, offer his/her skills and expertise
- Actively work towards demonstrating progress towards the requirements of the training including planning, delivery and evaluation of teaching activities , , maintenance of Document files and engagement in the Progress Review process
- Seek, receive and act upon advice
- Behave professionally, for example, he/she will respect confidentiality as set out in the University's Ethical Framework, be reliable, punctual and responsible, be sensitive to the procedures and routines that are already established in the setting/school, dress appropriately (refer also to the Code of Conduct of Professional Conduct in the generic SBT Handbook)
- To act in accordance with setting/school and University procedures relating to Equal Opportunities and current legislation, particularly with respect to safeguarding and promoting children's welfare
- Whilst in the work place, participate as fully as possible in the daily life of the setting, including attending staff meetings and CPD, where relevant.
- Critically appraise his/her practice and set, in consultation with the setting/school and University Assessors targets for his/her professional development. Monitor the set targets on a weekly basis
- Develop professional competence in the DfES /TDA Professional Standards for Qualified Early Years Teacher Status.
- Formally evaluate the contributions made by the University Assessor and University tutors.

**UNIVERSITY TUTOR**

- |  |   |
|--|---|
| <b>Training / CPD</b>                          | <ul style="list-style-type: none"> <li>• Attend relevant staff development sessions</li> </ul>  |
| <b>Quality Assurance / Evaluation</b>          | <ul style="list-style-type: none"> <li>• Monitor and moderate the quality of trainees' experience across a range of settings/schools</li> <li>• Monitor setting/school-based training in settings/schools to ensure trainees are fully supported in respect of Equal Opportunities</li> <li>• Attend Examination Boards for assessment of the training</li> </ul>   |
| <b>Trainee Support / Monitoring Assessment</b> | <ul style="list-style-type: none"> <li>• Support the setting/school-based training process</li> <li>• Monitor the Quality Assurance processes and procedures within the setting/school, including the role of the setting mentor in the documented training and assessment processes</li> <li>• Ensure the trainee's document files are reviewed to ensure planning, evaluation and assessment are appropriate for the trainee's stage of development</li> <li>• In consultation with the University Assessor ensure the trainee is assessed at the Progress Review stages, using criteria published by the University.</li> <li>• Ensure the trainee is provided with additional support where a trainee is at risk of failing to meet the Standards or in cases which are difficult to resolve</li> </ul> |
| <b>Liaison</b>                                 | <ul style="list-style-type: none"> <li>• Liaise with the Partnership Tutor to contribute to training for colleagues in the setting</li> <li>• Liaise with Partnership Tutors, University Assessors and trainees to facilitate training sessions, including Professional Issues sessions</li> <li>• Liaise with the Headteacher, setting mentor and University Assessor Support the setting mentor in his/her work with school colleagues</li> <li>• Provide the setting/school with the information necessary to support the trainee's progress in the setting/school</li> <li>• Liaise with the Leader of Primary Partnership and Programme Leaders as appropriate</li> </ul>  |
| <b>Documentation</b>                           | <ul style="list-style-type: none"> <li>• Contribute to discussion of progress reviews and a final report in</li> </ul>  |

consultation with the Univeristy Assessor.

**UNIVERSITY TUTOR****PARTNERSHIP TUTOR****Training / CPD**

- Attend relevant staff development sessions, placement-specific meetings and meetings with the Leader of Primary Early Years Partnership/Head of Primary/Early Years Programmes

**Quality Assurance / Evaluation**

- Monitor quality assurance across the schools/Settings in the cluster on a regular basis
- Ensure the Partnership Tutor File is kept up-to-date
- Monitor school-based training across the cluster/settings to ensure trainees are fully supported in respect of Equal Opportunities
- Attend Examination Boards for assessment of the placement
- Contribute to an annual written evaluation of school-based training

**Trainee Support / Monitoring Assessment**

- Monitor that additional support is being provided where a trainee is at risk of failure or in cases which are difficult to resolve within the cluster/settings

**Liaison**

- Provide a permanent point of contact for school-based tutors and trainees within a cluster of schools/settings
- Liaise with schools to develop a strategic and responsive approach to a school/setting's CPD needs
- Liaise with University tutors to organise and run cluster-based/setting-based training, providing opportunities for the exchange of good practice in ITT and the development of the Primary/Early Years Partnership policies and practices
- Provide support and guidance to Supervising tutors and school-based tutors within the cluster when a trainee is 'At Risk' of failure or in cases which are difficult to resolve
- Liaise with school-based tutors and trainees to facilitate cluster-based training sessions, including Professional Issues sessions
- Support schools new to the Primary/Early Years Partnership to enable them to meet Primary/Early Years Partnership criteria
- As appropriate, contribute to discussion of schools who withdraw from the Primary/Early Years Partnership or who are suspended from the Primary Partnership
- Liaise with the Leader of Primary/Early Years Partnership and Programme Leaders as appropriate
- Complete and return the placement evaluation (online questionnaire).