**Birmingham City University School of Education and Social Work**

**(“BCU SoESW”)**

**Initial Teacher Education Partnership Agreement 2022 23**

**EXECUTIVE SUMMARY**

The purpose of this Partnership Agreement is to set out management structures, roles, responsibilities, and expectations in relation to the BCU SoESW Initial Teaching Education Partnership (“**ITE Partnership**”) between Birmingham City University and its training partners and to set out the terms upon which this partnership will be delivered.

Schools, colleges and settings play a significant, and often leading, role in the design and delivery of training provision, from selection and recruitment, through delivery and training, to the assessment of Associate Teachers for the recommendation for QTS or the professional outcomes for the Post-Compulsory Initial Teacher Education course.

This Partnership Agreement seeks to be a clear, working document that can be used to guide and inform the contributions of each partner and help to support coherent arrangements across the various contexts in which the training takes place. The Partnership Agreement must be well-understood and used for communication between all partners for the co-ordination of teacher training.

The BCU SoESW has a long tradition of working in partnership with schools, colleges and settings across the West Midlands to provide high quality Initial Teacher Education. The management and delivery of the courses is governed by the current ITT Criteria and/or the relevant professional standards.

The University has set out its vision for transforming the prospects of individuals, organisations and society through excellence in practice-based education, research and knowledge exchange and our ITE courses are key contributors to this. Birmingham City University is at the heart of a vibrant and diverse community and has a proud tradition of championing educational opportunities for all and ITE Associate Teachers benefit from a variety of dynamic and varied opportunities that equip them to engage, motivate and inspire learners in a wide range of schools/colleges. Through our commitment to inclusive values, our ITE courses will empower Associate Teachers to address issues of equality, diversity and justice to optimise the life chances for all learners they teach. Graduates from ITE courses at Birmingham City University will be confident to meet the challenges of inspiring learners to reach achieve their goals and to overcome disadvantage and barriers to learning. Many of our Associate Teachers are local to Birmingham and are committed to working in schools/colleges in the city to improve the life chances of disadvantaged children and young people.

Our courses are based on a shared vision for educational excellence with the schools and colleges in our partnership and this is reflective of our commitment to partnership working. ITE Associate Teachers (formerly known as trainee teachers) have carefully planned opportunities to work with, and learn from, expert practitioners in school/college and at university. All academic modules involve the Associate Teachers in reflecting on their developing understanding of the craft of teaching and taking responsibility for their own professional development. Associate Teachers will also develop their teaching skills through carefully aligned School Based Training experiences. The School Based Training experiences (SBT) are integrated within the BCU ITE Curriculum and are developmental and progressive. The BCU ITE curriculum will be integrated across university based training and school based training so the work undertaken in school is closely aligned to the BCU ITE Curriculum and is assessed formatively against The BCU ITE Curriculum and summatively against The Teachers’ Standards (DfE 2012) or the relevant professional standards.

The BCU ITE Curriculum is wide-ranging and appropriately rigorous. It is coherent and well-sequenced and cumulatively leads to Associate Teachers securing the required subject knowledge, skills and professional behaviours to be effective and confident in the classroom. Whilst being fully aligned with the expectations outlined in the Core Content Framework, our curriculum is built around key themes which relate directly to our aims for BCU Associate Teachers. The curriculum is underpinned by recent and relevant research and our partners are encouraged to work in collaboration with the university to advance the field of educational research.

The School of Education and Social Work Vision and Mission:

Our Vision

* We aspire to create a culture of social justice through the co-construction of inclusive, diverse and challenging climate for learning.
* We aspire to be a change agent in people's lives, making a difference to professionals and the organisations they work in.
* We aspire to be a leading centre within the academic and professional disciplines of education and social work to inspire students, staff and collaborative partners to be active agents of change, locally, nationally and globally.
* We aspire to change lives, inform practice and challenge perceptions through world-leading research and critical thinking.

Our Mission

* We demonstrate our commitment to learning with enthusiasm and passion through relevant and responsive curricula that develop resilience, confidence and risk-taking in our staff, students and partners.
* We offer learning spaces that promote and nurture positive attitudes to equality, inclusion and diversity through celebrating uniqueness, individuality, and community.
* We are change agents working in partnership through leading near-to-practice research; knowledge production and transfer which connects diverse individuals and communities, actively promoting leading research and critical thinking in our disciplinary fields.

The Partnership Agreement is reviewed annually by the Partnership Strategic Leadership Groups.

The Partnership Agreement identifies the roles and responsibilities of all stake holders involved in ITE in the Birmingham City University Partnership.

The roles of the University are listed in Schedule 1.

The roles of the Partner and School Direct Lead School are listed in Schedule 2

The School Direct Financial Agreement is listed in Schedule 3.

The Agreement has a duration of 5 years but will be reviewed annually and any partners will be informed of all changes made. Either party can terminate on 3 months written notice or earlier for material breach or insolvency. The partner will be informed of annual changes.

The Agreement will be terminated if a school, college or setting is deselected from the Partnership.

The Partnership Agreement remains valid for each academic year and may be used for subsequent placements if the criteria can continue to be met. If a school breaks the terms of the Partnership Agreement, the Agreement will be deemed invalid and Associate Teachers will not be placed in the school.

A school or college which demonstrates any of the following criteria will normally result in automatic deselection from the partnership:

* Persistent non-compliance with the requirements of the Partnership

Agreement.

* Persistent non-compliance with course requirements for each placement.
* Persistent evidence that mentoring, observation or feedback has not been provided or

is of consistently poor quality.

*The reasons for deselection will be communicated to the partnership school.*

If a partnership school goes into a ‘Category’ following an OfSTED inspection, the

school must inform BCU. If the school is given permission to host Associate Teachers, then a risk assessment will be carried out by BCU to determine whether the needs of Associate Teachers can continue to be met.

The Agreement is subject to English Law and contains reciprocal clauses relating to Data Protection, Confidentiality, Anti-Bribery and FOIA/EIR. Any Intellectual Property Rights (IPR) in the materials and services provided by each Party shall belong to the Party providing the same.

|  |  |
| --- | --- |
| **Signed for and on behalf of** **Birmingham City University**  | **Signed for and on behalf of** **[Partner]** |
| Name signed | Name signed |
| Name printedKevin Mattinson | Name printed |
| PositionHead of School of Education& Social Work | Position |
| Dated 31 August 2022 | Dated |

**THIS PARTNERSHIP Agreement** is made on [**INSERT DATE**]

**BETWEEN:**

(1) **Birmingham City University** of 15 Bartholomew Row, Birmingham, B5 5JU (“**the University**”); and

(2) **[PARTY]** of [Address] (the “**Partner**").

together the “Parties” or separately a “Party”.

1. **Purpose**
	1. The purpose of this Agreement is to set out the terms on which the Parties agree to deliver initial teacher education, as described in this Agreement.
	2. Both Parties recognise and agree to the following principles to underpin this Agreement:
		1. the arrangement between the University and the Partner works to equip Associate Teachers with the subject knowledge, skills and experience to meet the relevant professional standards. Associate Teachers will be supported to understand and apply their knowledge and understanding of the BCU curriculum, to make links between theory and practice, to become effective practitioners, able to reflect on their teaching and plan their individual professional development in order to meet the relevant professional standards;
		2. the University and Partner are jointly responsible for determining the individual progress and attainment of each Associate Teacher through conducting formative assessments against the BCU ITE Curriculum and summative assessments against the Teachers Standards or relevant professional requirements to ensure all of the relevant professional standards have been fully met;

* + 1. the University will ensure that all module marks are collated for the Module and Progression Boards;
		2. The University will recommend successful Associate Teachers from primary and secondary ITT courses for Qualified Teacher Status (**QTS**) to the DfE and Associate Teachers on the PCET course will be recommended for the award of the PGCE;
	1. School, college and settings colleagues and University tutors guide the development of each Associate Teacher’s progress in accordance with the schedules set out in this agreement.
	2. The University and Partner should ensure that the workload of Associate Teacher teachers is manageable. Guidance is available to support partnerships to address Associate Teacher workload, using the teacher workload toolkits. Everyone across the partnership has a role in reducing Associate Teacher workload.
	3. The University and Partner should ensure that the mental health and well-being of Associate Teachers is protected.
	4. Head teachers/Principals and school, college and settings colleagues work in partnership with the University to recruit, select, train and assess Associate Teachers, through a range of activities to include membership of the Strategic Leadership Groups, representation at interviews, working in partnership to design and deliver the curriculum, training and assessment.
1. **Commencement and Duration**
	1. This agreement shall commence on the date set out at the head of the Agreement and continue for a period of five (5) years and will be reviewed annually, unless terminated earlier by either Party in accordance with its terms or as agreed by the Parties in writing.
2. **Process Overview / Responsibilities**
	1. The Associate Teacher will commence his/her training with the Partner on such dates as are agreed between the Parties at the Partner’s premises (“**Premises**”).
	2. The University shall supply those services and shall undertake those responsibilities set out at Schedule 1.
	3. The Partner shall supply those services and shall undertake those responsibilities set out at Schedule 2.
	4. The Parties will comply with the University’s Academic Regulations in respect of the conduct and delivery of this Agreement and its subject matter.
	5. The Partner will supply such information as requested by the University in respect of any audit relating to this Agreement or as required by any Professional, Statutory and Regulatory Bodies to which the University is subject or as specified in the Partnership Handbook.
	6. 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 prior written approval prior to any use of such material/activity. No references to the other Party can be made without such written approval.
	7. Both parties agree to comply with the relevant recruitment and training criteria as up-dated by the DfE from time to time.

**Data Protection**

1. Both Parties confirm that they:
	1. shall comply with their obligations and duties under the Data Protection Act 2018 , (“**the 2018 Act**”) the EU Data Protection Directive 95/46/EC and to the extent applicable from 25 May 2018 the GDPR. The Parties will process personal data solely for the purpose of the Agreement and in the manner specified by a Data Controller in writing except with the express prior written consent of the Data Controller;
	2. ensure that each of its employees, agents and subcontractors are made aware of its obligations under this Agreement with regard to the security and protection of the data and will require that they enter into binding obligations with a Data Processor in order to maintain the levels of security and protection provided for in this Agreement;
	3. will not divulge the data whether directly or indirectly to any person, firm or company or otherwise without the express prior written consent of a Data Controller except to those of its employees, agents and subcontractors who are engaged in the processing of the data and are subject to the binding obligations referred to in this Agreement or except as may be required by any law or regulation;
	4. will ensure by written contract that any agent or subcontractor appointed by a Data Processor to process data provides a Data Processor with a plan of the technical and organisational means it has adopted to prevent unauthorised or unlawful processing or accidental loss or destruction of the data and confirms to a Data Processor the implementation of those means;
	5. will in the event that any personal data in the possession of a Party for which the other Party is the Data Controller becomes compromised, lost, corrupted or rendered unusable for any reason, this must immediately be reported to the other Party with a full report as to the circumstances; and
	6. obtain the consent of Associate Teachers and prospective Associate Teachers to the transfer of their personal information and Personal Data between the Parties, to enable the Parties to exercise their responsibilities under this Agreement, including but not limited to admissions information and assessment data.

**General** **Terms and Conditions**

1. For the avoidance of doubt, it is agreed that the intellectual property rights (“**IPR**”) in the materials and services provided by each Party shall belong to the Party providing the same and (save for a non transferrable, non-exclusive license to use the IPR in those materials and services to the extent necessary to perform its obligations under this Agreement) neither Party shall obtain or acquire any rights in respect of these or any other IPR of the other Party or in the goodwill associated therewith.
2. The University agrees that the Partner may copy and 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’s obligations under this Agreement. The Partner 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 and that this right does not include the right to sub-license.
3. 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 .
4. 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 the Environmental Information Regulations 2004 (“the **EIR**”) 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 and the EIR.
5. Each of the Partner’s professional staff (as applicable) shall be covered by professional indemnity insurance. The Partner shall ensure it holds sufficient levels of 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.
6. The Partner shall indemnify the University against all costs, claims or liabilities, howsoever arising, which may arise from negligent acts or omissions by its employees, agents, consultants and the Associate Teachers during the course of the School Experience or in any way related to this Agreement or the subject matter thereof.
7. In the event of any incidences involving University staff and/or Associate Teachers, either during or in relation to the School Experience or at any time while attending at the Premises and/or undertaking work on behalf of the Partner, the Partner’s employer’s liability insurance and public liability insurance shall be relied upon and the Partner shall ensure that such policies also cover such University staff and Associate Teachers.
8. The Partner shall maintain all such insurances described in this Agreement 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. Such policies must be available for inspection by the University upon request.
9. Either Party may terminate this Agreement by serving not less than three calendar (3) months’ written notice of termination on the other Party. The agreement can be terminated immediately if a school, college or setting is deselected in accordance with the current statutory Initial Teacher Training criteria.
10. Notwithstanding the provision of clause 14 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.
11. Either Party may terminate this Agreement forthwith upon written notice 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.
12. Upon termination for any reason:
13. both Parties shall honour any outstanding obligations due to the other in respect of Associate Teachers undertaking the School Experience with the Partner at the date of termination; and,
14. 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;
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 3.5, 3.6, 4, 5, 8, 9, 11, 13, 18, 20, 26-30 (inclusive), 34, 36, 39 and 40. Termination of this Agreement shall not affect the accrued rights, remedies, obligations or liabilities of either Party existing at termination.
16. 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.
17. Each Party shall at all times:
18. 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
19. comply with the University’s anti-bribery and anti-corruption policies as published from time to time; and
20. notify the other Party immediately if it becomes aware of a breach or possible breach of any requirement of this clause 21.
21. 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.
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 Equality Act 2010 and the equality duty imposed by that Act, as well as the Special Educational Needs and Disability Act (2001).
23. 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.
24. Each Party agrees to comply with the University’s health and safety policy, and any applicable corresponding health and safety policy of the Partner. The Partner agrees to notify the University immediately upon the occurrence of any incident which may need to be notified by the University to its insurers and any injury to any person or any loss of or damage to property which occurred during the provision of the services where there is any possibility the University could be liable in whole or in part.
25. In the event of any Associate Teacher academic or non-academic misconduct, the Partner 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.
26. Save as provided in Clause 11 neither the Party shall be liable for any loss of profit, loss of business, loss of goodwill, loss of savings, claims by third parties, loss of anticipated savings, indirect loss or any other form of consequential loss whatsoever and howsoever caused arising from any discussion, actions taken in reliance on this Agreement.
27. Subject to Clause 29 and save where limitation is prohibited by law, the University’s total liability for any claims, losses, damages or expenses whatsoever and howsoever caused shall be limited to the value of the fees paid under the Agreement during the twelve (12) months preceding the date of the event which gave rise to the claim or series of linked events.

1. Nothing in this Agreement limits or excludes either Party’s liability for death or personal injury resulting from negligence or any fraud or for any sort of other liability which, by law, cannot be limited or excluded.
2. 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. This Agreement may not be assigned by either Party without the prior written agreement of the other Party.
4. Neither Party shall have any right, power or authority to create any obligation express or implied on behalf of the other.
5. 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
6. No variation of this Agreement shall be binding unless it is in writing and signed by authorised representatives of both Parties.
7. Any notice required to be given under this Agreement should be addressed in writing to the relevant Party at the address given at the head of this Agreement and either personally delivered, sent by first class post or sent by facsimile. Service by email is not permitted.
8. No failure, delay or omission by either Party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
9. UK Visas and Immigration (“**UKVI**”) Requirements:
	1. The University will advise the Partner if the Associate Teacher is an International student, in which case, all of the Associate Teachers, the Partner and the University shall comply with the requirements of the UKVI;
	2. The University will agree with the Partner the duration of School Experience for each Associate Teacher. The Partner shall ensure that such duration of School Experience for each Associate Teacher 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;
	3. In the event that a Associate Teacher is an international student, the Partner shall:
10. support the University in fulfilling its UKVI sponsor duties by ensuring that the School Experience offered for an international student is in compliance with the conditions specified on the student's visa or biometric residence permit and any other applicable UKVI requirements; and
11. notify the University immediately of any change of the Associate Teacher’s status or any unauthorised absences (where only absences agreed by the Partner and the University should be deemed to be authorised) by the Associate Teacher of more than 3 working days; and
12. agree to ensure that if the Partner does employ the student (if an international 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 shall abide fully with the UKVI regulations, paying particular attention to the maximum permitted hours that the Associate Teacher may be employed; and
13. the Partner is advised and acknowledges that no Associate Teacher 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 Associate Teacher’s study at the University. It is always the responsibility of the Partner to check and confirm with the University regarding the duration of Term Time and/or the status of an international 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 is recommended to check the UKVI website for the guidance for employers. 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.
14. Each Party shall at all times take all reasonable steps to minimise and mitigate any loss for which the relevant Party is entitled to bring a claim against the other Party pursuant to this Agreement.
15. 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.
16. This Agreement may be executed in any number of counterparts each of which when executed and delivered shall be original, but all counterparts together shall constitute one and the same instrument.

**Schedule 1 - Responsibilities of the University**

1. **Responsibilities**

The responsibility of recruiting, training and assessing Associate Teacher teachers is shared between the University and the schools, colleges and other partner institutions. In this relationship, the University hereby agrees that it shall:

* 1. Ensure that all Associate Teachers have met the current entry criteria;
	2. Ensure all Associate Teachers have been subject to a rigorous selection process designed to assess their suitability to teach and to ensure that they have the health and physical capacity to teach;
	3. In collaboration with partners, conduct a high quality, open and transparent recruitment, selection and interview process, that is aligned to the Equality Act 2010 and the Special Educational Needs and Disability Act 2001;
	4. Ensure all Associate Teachers have been subject to the appropriate pre-selection checks which include DBS criminal records checks and children’s barred list information and self-certification with regard to the [Disqualification under the Childcare Act 2006 statutory guidance](https://www.gov.uk/government/publications/disqualification-under-the-childcare-act-2006) and related obligations under the Childcare Act 2006;
	5. Confirm in writing to partners that a non-salaried Associate Teacher’s checks have been completed and that the individual has been judged by the university to be suitable to work with children. In the case of salaried routes, the responsibility lies with the employer to ensure that these checks have been carried out and School Direct partners must confirm in writing that these checks have been carried out;
	6. Confirm in writing to partners that a non-salaried Associate Teacher’s criminal record check, including a check of the children’s barred list, has been completed and that the individual has been judged by the provider to be suitable to work with children and vulnerable adults;
	7. Establish clear safeguarding procedures and protocols that are agreed by all partners to include a common understanding across the partnership of convictions, offences, cautions, warnings and reprimands that would not pose a barrier to joining an ITT course;
	8. Ensure that the courses: are flexible and able to meet the needs of every Associate Teacher; are designed and delivered to offer Associate Teachers specialist subject training to develop the necessary knowledge and understanding of their phase, subjects and related pedagogy to enable them to teach across the full age and ability range of training; prepare Associate Teachers for school experience to include an understanding of child protection policies, safeguarding expectations, and staff code of conduct expectations;
	9. Ensure mentors are fully informed about the content of the ITE Curriculum and understand their role in the delivery of the curriculum in school based training;
	10. Ensure that the workload of Associate Teacher teachers is manageable. Guidance is available to support partnerships to address Associate Teacher workload, using the teacher workload toolkits. Everyone across the partnership has a role in reducing Associate Teacher workload;
	11. Ensure that the mental health and well-being of Associate Teachers is protected;
	12. Be accountable for all assessment judgements and recommendations and ensure that assessment procedures are rigorous and robust and will ensure consistent and accurate judgements and that assessment moderation and standardisation procedures are robust and all recommendations for an award are secure;
	13. Ensure that up-to-date and relevant research is integral to the design, content and delivery of the BCU ITE Curriculum and that Associate Teachers are able to apply research evidence to all aspects of their teaching practice;
	14. Ensure that all Associate Teachers are trained and prepared to teach within a specified age phase and that the course design and Associate Teachers’ time in at least two schools will ensure they are fully prepared to teach across the specified age range;
	15. Ensure that the BCU ITE Curriculum is ambitious, research informed and is designed to provide Associate Teachers a with coherent and spiral curriculum and sufficient time being trained in schools, early years and/or further education settings to enable them to demonstrate that they have met all the standards for QTS (or equivalent) and that time spent in schools, early years and/or further education settings is part of a coherent education course;
	16. Ensure that partner schools, early years and further education settings have the capacity to undertake their responsibilities for Associate Teacher teachers; that where a school, early years or further education setting is unable to undertake these responsibilities the University will ensure that an Associate Teacher is not disadvantaged; that when required a school, early years or further education setting is de-selected from the partnership; that a school, early years or further education setting can apply to re-join the partnership;
	17. Ensure that each Associate Teacher has taught in at least two schools to provide a variety of experience in schools to enable Associate Teachers to meet all the current standards;
	18. Ensure that the management structure ensures the effective operation of the training courses and that the courses comply with the current criteria and provide the opportunity for Associate Teachers to demonstrate they meet all the current standards;
	19. Ensure that the management structure provides for partners to be actively involved: in the design, delivery and management of the courses to include collaboration in the development, review, improvement and delivery of the curriculum; the design, the planning of content and the delivery of new courses; membership of Strategic Leadership Groups;
	20. Ensure that effective procedures for communication between the partners are well established, to include: an identified Link Tutor for every partner institution to support the development of mentors and their understanding of their contributions to the Associate Teachers’ curriculum journey; school experience briefings; moderation and standardisation of assessment support; mentor training; additional support with intervention procedures when Associate Teachers require them or are identified as not making the required progress and to facilitate participation in course management, selection and interview processes, design and delivery of courses; course documents that are accessible and not overly burdensome; that partner contacts are updated so that relevant information is shared;
	21. Ensure that all mentors have access to up-to-date training and development online or in person at the University or led by the University at the partner institution;
	22. Ensure that the partnership provision complies with the current criteria and legislation to include: Education (School Teachers’ Qualifications) (England) Regulations 2003 (SI 1662) Education (Specified Work) (England) Regulations 2012 (SI 762); Equality Act 2010; Data Protection Act 2018; Freedom of Information Act 2000; the Prevent duty guidance; Competition and Markets Authority’s consumer law advice for students;
	23. Ensure that all aspects of provision are rigorously monitored, evaluated and moderated to secure improvements in the quality of training and the assessment of Associate Teachers; the University will appoint external examiners who have relevant expertise and experience to enable them to ensure consistency of standards across, as well as within, ITT partnerships and that all recommendations made will be taken into account when courses are reviewed;
	24. Ensure that a variety of data will be analysed and collected to inform the evaluations of the effectiveness of training to include: Associate Teachers’ evaluations of university sessions, placement experience, how individual needs are met; placement mentors’, teachers’ and senior leaders’ perceptions of the effectiveness of training to meet the needs of the Associate Teachers, learners and placement providers; tutors’ evaluations of the effectiveness of the training to meet the needs of the Associate Teachers, learners and placement providers; former Associate Teachers’, induction tutors’ and employing organisations’ evaluations of the effectiveness of the training to meet the needs of the Associate Teachers, learners and placement providers; feedback from Ofsted or DfE; internal moderation processes;
	25. Ensure that School Direct Salaried Associate Teachers are: employed as unqualified teachers and paid in accordance with at least the minimum of the unqualified teacher pay range for the period of training; will not be required to perform more than 90 per cent of the teaching duties normally required of a full-time qualified teacher;
	26. Ensure that each partner is paid the agreed sum per Associate Teacher as set out in the placement information packs and the Partnership Handbook.

**Schedule 2 - Responsibilities of the Partner**

**1 Responsibilities**

The responsibility of recruiting, training and assessing Associate Teacher teachers is shared between the University and the schools and other partner institutions. In this relationship, the Partner hereby agrees that it shall:

* 1. Be a full partner in the initial training of teachers, with the capacity to support the development of Associate Teachers;
	2. Ensure that identified staff have responsibility for the quality and delivery of effective initial teacher training within the school, college or setting;
	3. Ensure that relevant staff are actively involved: in the design, delivery and management of the courses to include collaboration in the development, review, improvement and delivery of courses; the design, the planning of the BCU curriculum and the delivery of new courses; membership of Strategic Leadership Groups; delivery of training;
	4. Ensure that staff are able to participate in the high quality, open and transparent recruitment, selection and interview process for Associate Teachers;
	5. Ensure that relevant staff are able to participate in formal University safeguarding procedures and protocols which include a common understanding across the partnership of convictions, offences, cautions, reprimands and warnings that would not pose a barrier to joining an ITT course;
	6. For non-salaried Associate Teachers, recognise that the University will confirm in writing that a non-salaried Associate Teacher’s criminal record check, including a check of the children’s barred list, has been completed and that the individual has been judged to be suitable to work with children and/or vulnerable adults, and that providers are not required to provide any information to schools in addition to this confirmation;
	7. For salaried Associate Teachers only, ensure all salaried Associate Teachers have been subject to the appropriate pre-selection checks which include DBS criminal records checks and children’s barred list information and self-certification with regard to the Disqualification under the Childcare Act 2006 statutory guidance and related obligations under the Childcare Act 2006.
	8. For salaried Associate Teachers only, confirm in writing to the University that salaried Associate Teacher’s criminal record check, including a check of the children’s barred list, has been completed and that the individual has been judged to be suitable to work with children and/or vulnerable adults.
	9. Ensure that School Direct Salaried Associate Teachers are: employed as unqualified teachers and paid in accordance with at least the minimum of the unqualified teacher pay range for the period of training; will not be required to perform more than 90 per cent of the teaching duties normally required of a full-time qualified teacher;
	10. Ensure that identified staff work closely with Link Tutors and course leaders to establish effective procedures for communication between the partners and the university;
	11. Ensure that identified staff attend curriculum information sessions and read and use the related curriculum documents, school experience briefings, moderation and standardisation of assessment meetings; mentor training meetings; curriculum development and understand their role in supporting the learning of Associate Teachers on school based training;
	12. Ensure that identified staff work closely with Link Tutors and course leaders to identify Associate Teachers not making the required progress or who need additional support, and identify and support the delivery of intervention procedures and complete the necessary documentation required to support these procedures;
	13. Ensure that identified staff are able to participate in course management, selection and interview processes, design and delivery of courses, the production of course documents that are accessible and not overly burdensome;
	14. Ensure that contact details and relevant information, such as changes in Ofsted judgements, changes in staff are updated and shared with the University;
	15. Ensure that all mentors have access to up-to-date training and development online, at the partner institution or at the University;
	16. Ensure that identified staff are able to participate in the monitoring and evaluation of ITT provision in the school, college or setting to secure improvements in the quality of training and the assessment of Associate Teachers;
	17. Ensure that external examiners and Ofsted inspectors have access to Associate Teachers, relevant members of staff and documentation to enable them to ensure consistency of standards across, as well as within, ITT partnerships;
	18. Ensure that relevant staff evaluate effectiveness of training to meet the needs of Associate Teachers and pupils, to include the perceptions of pupils, teachers, mentors and senior leaders and this data is shared with the University;
	19. Ensure that all Associate Teachers, at the start of their training in each school, college or setting are provided with the following: the child protection policy; the staff behaviour policy (sometimes called a code of conduct); information about the role of the designated safeguarding lead; a copy of Keeping Children Safe in Education;
	20. Enable relevant teachers and mentors to support the development of Associate Teachers through a range of activities to include professional and subject specific discussions and modelling of; the role of the teacher; planning and assessment to ensure learner progress; managing learners’ behaviour, early reading including phonics, special educational needs and disability; assessing and evaluating teaching; unobserved and observed teaching; national assessments and examinations;
	21. Ensure that Associate Teachers are trained and prepared to teach within the specified age phase agreed to ensure that Associate Teachers are fully prepared to teach across the specified age range;
	22. Provide reasonable adjustments for Associate Teachers with registered disabilities;
	23. Ensure that relevant staff are able to meet the training requirements for Associate Teachers as set out in each courses’ school based training documents;
	24. Ensure that the workload of Associate Teacher teachers is manageable. Guidance is available to support partnerships to address Associate Teacher workload, using the teacher workload toolkits. Everyone across the partnership has a role in reducing Associate Teacher workload.
	25. Ensure that the mental health and well-being of Associate Teachers is protected.
	26. Ensure that the school’s provision complies with the current criteria and legislation to include: Education (School Teachers’ Qualifications) (England) Regulations 2003 (SI 1662) Education (Specified Work) (England) Regulations 2012 (SI 762); Equality Act 2010; Data Protection Act 2018; Freedom of Information Act 2000; the Prevent duty guidance; Competition and Markets Authority’s consumer law advice for undergraduates.

**Schedule 3 School Direct Financial Agreement 2022 23**

**Lead School:**

|  |  |  |
| --- | --- | --- |
| **School Direct Route** | **Payment to school per tuition Associate Teacher** | **Payment to BCU per salaried Associate Teacher** |
| **School Direct Tuition Route Primary and Early Years** |  |  |
| **School Direct Salaried Route Primary and Early Years** |  |  |
|  |  |  |
| **School Direct Tuition Route Secondary** |  |  |
| **School Direct Salaried Route Secondary** |  |  |