

# **THE FIVE PITS PARTNERSHIP of SCHOOLS**

## **MEMORANDUM of UNDERSTANDING**



### **Purpose and Definition**

The Five Pits Partnership of schools is a group of schools working in formal cross-phase collaboration to support pupils and their families in a part of NE Derbyshire. This partnership exists to improve educational outcomes for all young people in the area and builds on a history of successful, informal collaborative working between the schools concerned.

All the primary schools feed some/all pupils to the 11-16 Tibshelf Community School. From there they move on to a variety of post-16 destinations. The schools involved are:

Blackwell Primary School  
Heath Primary School  
Mickley Infant School  
Morton Primary School  
Newton Primary School  
Pilsley Primary School  
Shirland Primary School  
Stonebroom Primary School  
Tibshelf Community School  
Tibshelf Infant School  
Town End Junior School  
Westhouses Primary School

This agreement transfers no powers away from the governing board of any of the schools concerned, nor will it alter any individual schools' ethos. This is a purely voluntary association of schools.

### **Aims**

The partnership's overarching aim is:

To provide excellent educational experiences and outcomes so that all pupils in the 5 Pits Partnership attend a school that is at least "Good" or better.

The partnership aims to achieve this through:

- Improving opportunities and outcomes for all pupils but in particular for vulnerable or under-achieving groups, through early identification, targeted intervention and cross phase support
- Building a culture focussed on achievement and aspiration that is ambitious for all pupils and all schools as well as the wider community

- Improving support, training and career opportunities for governors, leaders, teachers and support staff, at all levels, through an enhanced range of networking and training opportunities
- Developing a model that, over time, enables all partners to enjoy economies of scale that ensure the most effective use of resources for the benefit of all pupils.
- Enhancing existing transition arrangements for pupils at 7, 11, 16, and 18, through closer and more effective cross-phase working
- Committing to a principle where all partners are willing and able to both give and receive support to/from others, for the benefit of all pupils in the Partnership
- Building an outward-looking culture that anticipates change and builds capacity to support schools effectively in a fast-changing educational environment

## **Governance and Management**

- The schools agree to set up a Strategic Board
- The Strategic Board will consist of the Headteacher and one nominated Governor from each school
- The Strategic Board will annually elect one of its members as Chair and will meet annually.
- Business managers or equivalent will attend in an advisory capacity as required

### ***The functions of the Strategic Board***

- To agree overall aims and targets for the group and monitor progress against them
- To ensure an appropriate Partnership Improvement and Development plan is in place, and to monitor and review progress against it
- To ensure that the actions and activities of the Headteachers' group and other working groups are clearly focussed on agreed priorities.
- To make recommendations for action to the governing bodies of the individual schools

### ***Powers of the Strategic Board***

The Strategic Board has no legal powers; any decision requiring approval at governor level would need to be taken for approval to the boards of governors of the individual schools. Any approach from another school wishing to join the partnership will be discussed at the next meeting of the Strategic Board.

## **Jointly Employed Staff**

- It is not possible for the group of schools to employ staff directly.
- It is possible to make an agreement to share a member of staff employed by one school with the others in the group in return for reimbursement of costs.

## **Administrative Support**

A Clerk to the Strategic Board would:

- Ensure all meetings and joint events are calendared
- Send out invitations to meetings and joint events
- Compile and send out agendas for meetings
- Ensure minutes are produced, distributed and filed for all meetings

### **Head teacher Group**

- The Head teacher Group will consist of the Head teacher of each school concerned and will meet six times a year
- The Head teacher Group will be responsible for the day to day leadership of the partnership
- The Head teacher Group will annually elect one of its members as Chair and be supported by an administrator provided by Tibshelf Community School.

### **Working Groups**

Some working groups will have the role of “standing committees”, others will be set up in response to a particular issue, or to meet the requirements of specific objective detailed in the strategic action plan.

It is expected that some of the below will become priorities supported through the Strategic Plan

- Pupil transition from Key stage 2 to 3 focuses as much on pupils academic needs as on their pastoral needs
- Shared performance management development through Headteacher collaboration
- More effective cross phase partnerships between schools at all key stages to ensure that teachers build on prior knowledge, understanding and skills.
- Robust and consistent assessment and reporting procedures at each phase.
- Common data collection systems to allow comparative performance data to be analysed across the partnership.
- Ensure all schools are developing literacy and numeracy strategies to support key groups
- Ensure PP funding is used effectively to narrow gaps.
- Shared CPD and inset opportunities across the partnership to develop teacher and support staff.
- Support systems across the Partnership level support to augment / replace role of LA.
- Joint commissioning of Early Help or equivalent groups to support safeguarding and well-being of pupils and their families.

This collaboration agreement is made in the first instance, commencing on 1<sup>st</sup> September 2016, and will be reviewed annually.

## **Publicity and Confidentiality**

Neither organisation will issue any public statement, press release or any other publicity in relation to the collaboration other than in a form that the strategic board has approved in advance. The organisations agree to respond to any enquiries by third parties generally in conformity with terms agreed with the other.

Save as otherwise agreed by the strategic board, each party acknowledges that the provisions and subject matter of this collaboration are confidential and each organisation agrees not to disclose any of the information relating to the collaboration or each other's work or operation to any person or organisation, except as may be required by law or regulation or to comply with its internal governance procedures, whether concurrent with or subsequent to the signature of this memorandum.

The Five Pits Partnership shall notify the group in good time should any request for information be made in line with GDPR Data Protection Act (2018).

## **Protection of Intellectual Property Rights**

This Memorandum does not grant either organisation the right to use intellectual property rights belonging to, or created by, the other. Where there is a need to use such intellectual property rights in connection with any collaborative activities, specific arrangements with respect to intellectual property rights will be agreed in the relevant Activity Agreement.

The parties acknowledge that their respective names, marks and logos are their sole and exclusive property and neither party shall acquire any right title or interest in the other's name under this Memorandum.

## **Miscellaneous**

Both the schools and the group are independent and nothing contained in this Memorandum, and no action taken by the organisations pursuant to this Memorandum, shall be construed to imply that there is any relationship between the organisations of partnership or of principal/agent or of employer/employee, nor are the organisations hereby engaging in a joint venture, association or other co-operative venture. Accordingly neither of the organisations shall have any right or authority to act on behalf of the other nor to bind the other by contract or otherwise.

## **Financial Arrangements and Principles**

Each organisation will maintain and implement appropriate financial and procurement policies to ensure transparency and probity in all areas of activity relating to this Memorandum.

Each organisation will adhere to all applicable laws including those governing public sector procurement and competition.

Each organisation will keep true and accurate records of accounting and payments made in respect of activities undertaken pursuant to any Activity Agreements.

Last Review 7/10/20