



SOUTHEND SCITT CONTRACT for FEE-PAYING TRAINEES

THIS AGREEMENT IS ENTERED INTO ON 1 September 2018

BETWEEN:

SOUTHEND SCITT (the Provider) of Southend High School for Girls, Southchurch Boulevard, Southend-on-Sea, Essex, SS24UZ; **Lead School, Southend High School for Girls.**

and

_____ (the “**Trainee**”), (“**you**”).

1. **BACKGROUND**

- 1.1 The Provider provides School Centred Initial Teacher Training (“**SCITT**”) courses which are delivered by groups of [neighbouring] schools and colleges (“**The Partnership**”)
- 1.2 The Trainee has applied for and has been accepted on the teacher training courses (the “**Course**”) with the objective of obtaining Qualified Teacher Status. (The award of the PGCE is the responsibility of Canterbury Christchurch University –CCCU).
- 1.3 The Provider will have sought the appropriate assurances that the Trainee is deemed to have the suitability to train. There is no guarantee that the Trainee will subsequently be deemed suitable for employment as a teacher.
- 1.4 The Course will be delivered by the Provider and its partners. Part of the Course will involve training placements at the Provider or a partner of the Provider (the “**Placement Provider**”).
- 1.5 The Course will begin on the 1st September 2018 and will not be completed until the Course Objectives have been deemed to be met by the annual meeting of the appropriate awarding committee.

2. **FEES**

In consideration of the Provider providing training under the Course, the Trainee shall pay the fees for the Course (the “**Fees**”) which shall be £9,000.00 (inclusive of VAT) and shall be payable by the Trainee to the Provider by one of the following methods:-

- 2.1 **In full** - Trainees who opt to pay the Fees in full shall pay the Fees on or before 17th April 2019;
- 2.2 **Instalments** - Trainees who opt to pay the Fees by way of instalments shall pay the Fees as follows:-

Date	Amount
3 rd Wednesday October	£2,250
1 st Wednesday February	£2,250
1 st Wednesday May	£4,500



- 2.3 **Through Student Finance England** - Trainees with the benefit of a Tuition Fee Loan may opt to have the Fees paid directly to the Provider in three instalments. **IT IS THE TRAINEE'S RESPONSIBILITY TO ENSURE THAT THE PROVIDER RECEIVES THE FEES AND THE PROVIDER MAY, IN DISCRETION, HAVING CONSIDERED ALL OF THE RELEVANT CIRCUMSTANCES, REFUSE ADMISSION OR TERMINATE ATTENDANCE TO THE COURSE IN THE EVENT THAT PAYMENT HAS NOT BEEN RECEIVED BY ANY DUE DATE.**
- 2.4 **PLEASE NOTE THAT THE PROVIDER IS SUBJECT TO THE REGULATION OF THE OFFICE OF THE INDEPENDENT ADJUDICATOR FOR HIGHER EDUCATION, WHO HAS JURISDICTION IN THE EVENT OF A DISPUTE OVER THE CONTENTS OF THE MAJORITY OF THIS AGREEMENT.**

3 TERMS OF PAYMENT

- 3.1 The Trainee shall not be permitted to attend placements or lectures without the express permission of the Course Director in the event that he or she fails to make any payment before its respective due date. Such failure to attend will be counted as absences and may have an effect on the Trainee's ability to meet the Course Objective.
- 3.2 The Trainee acknowledges that he or she will not meet the Course Objective unless the Provider has received all fees in full and for the avoidance of doubt, further acknowledges that this may affect the Trainee's ability to take up a post in the following September.

4. WITHDRAWAL OR REMOVAL FROM COURSE

- 4.1 The Trainee, in the event that he or she withdraws or is deemed to have withdrawn from the Course before the following dates shall be liable to pay the following amounts to the Provider on demand (such sum being a reasonable estimate of the Provider's forecast losses in the event that the Trainee withdraws from the Course):-
- 4.2

Withdrawal Date	Amount Payable
If a trainee withdraws from the course before 31 August 2018	£250
If a trainee withdraws from the course during the first term	25% of the full fees must be met
If a trainee withdraws from the course during the second term	50% of the full fees must be met
If a trainee withdraws from the course during the third term	100% of the full fees must be met

4.3 Term Dates for trainees

Term 1	1 September 2018 – 20 December 2018
Term 2	3 January 2019 – 29 March 2019
Term 3	16 April 2019 to 2 July 2019



- 4.2 **FOR THE AVOIDANCE OF DOUBT, THE TRAINEE ACKNOWLEDGES THERE IS A POSSIBILITY THAT ANY STUDENT LOAN TAKEN OUT MAY NOT COVER THE ABOVE LIABILITIES OR THAT THE STUDENT LOANS COMPANY MAY SEEK TO RECOVER SUCH SUMS FROM HIM/HER. THE PROVIDER WILL SEEK RECOVERY OF SUCH SUMS IRRESPECTIVE OF THE TRAINEE BEING ABLE TO SECURE THE NECESSARY FUNDING FROM STUDENT FINANCE ENGLAND (SFE).**
- 4.3 A Trainee may withdraw by providing written notice of such withdrawal to the Course Director.
- 4.4 If the Trainee is absent for ten consecutive working days and the Provider is unable to contact the Trainee or the named representative, the Provider will invoke a suspension of studies, informing Student Finance England (SFE) through a Change of Circumstance (COC) submission should one be required. This may have an impact on any maintenance loans and bursaries that have been scheduled for the Trainee. If there is no contact in the following ten working days, the Trainee will be deemed to have withdrawn from the course and the relevant authorities will be informed.
- 4.5 The Provider may charge the above payments at its sole discretion; such demand for payment shall be made subject to any rules and regulations in place at the time of removal or withdrawal (including those relating to student loans).

5. PROVIDER OBLIGATIONS

- 5.1 The Provider will:-
- 5.1.1 use his/her reasonable endeavours to deliver the Course in accordance with the prospectus;
 - 5.1.2 along with, Placement Provider provide the facilities and the equipment to assist the Trainee to meet the Course Objective;
 - 5.1.3 ensure that a Personal Mentor is available to support the Trainee during the Course, to deal with any concerns and any enquiries the Trainee may have during the Course;
 - 5.1.4 take adequate steps to ensure that the Trainee has adequate guidance and supervision during the Course;
 - 5.1.5 notify the Trainee of all policies, rules and procedures operated by the Provider in respect of the Placement (including the Code of Conduct); and
 - 5.1.6 keep any personal data of the Trainee secure and only use it for the purposes of administering the Course.
- 5.2 **WHILST THE PROVIDER MAY ASSIST THE TRAINEE IN FINDING EMPLOYMENT AFTER THE END OF THE PLACEMENT, THE TRAINEE ACKNOWLEDGES AND ACCEPTS THAT THE PROVIDER IS UNDER NO OBLIGATION TO PROVIDE THE**



TRAINEE WITH EMPLOYMENT AFTER COMPLETION OF THE COURSE (WHETHER FROM THE PARTNERSHIP SCHOOLS OR OTHERWISE).

- 5.3 **PLEASE NOTE THAT THE TERMS OF THIS AGREEMENT COVER THE RECOMMENDATION OF QUALIFIED TEACHER STATUS (the “Course Objective”) BY THE PROVIDER. THESE TERMS DO NOT COVER THE AWARD OF THE POSTGRADUATE CERTIFICATE IN EDUCATION (PGCE), WHICH ARE OUTSIDE THE SCOPE OF THESE TERMS. THE TRAINEE ACKNOWLEDGES THAT THE PGCE WILL BE SUBJECT TO ANY OBLIGATIONS PLACED ON THE TRAINEE BY THE AWARDING BODY IN RESPECT OF THE PGCE, WHERE RELEVANT, AND THE PROVIDER SHALL NOT BE RESPONSIBLE FOR ANY ACT OR OMISSION OF SUCH AWARDING BODY IN RESPECT OF THE SAME.**

6. TRAINEE OBLIGATIONS

6.1 The Trainee shall:-

- 6.1.1 use his/her best endeavours to achieve the Course Objective and take responsibility for his/her work;
- 6.1.2 familiarise himself/herself and comply with the Provider and the Placement Provider’s requirements and procedures and, in particular, the Provider’s Code of Conduct (attached in the Annex to these terms);
- 6.1.3 carry out all reasonable actions required by the Placement Provider in respect of the Placement;
- 6.1.4 not do anything which may bring the Provider, the Placement Provider or any other Course Member into disrepute;
- 6.1.5 before the Course commences, provide the contact details for a named representative who will contact, or can be contacted by the Provider, in relation to the Trainee’s absence from the Course;
- 6.1.6 keep the Course Director informed of any changes or issues with the Course;
- 6.1.7 notify the Course Director of any matter which is likely to affect him or her undertaking the Course (including any special health or medical requirements);
- 6.1.8 only use facilities and equipment provided by the Provider or Placement Provider (including computer equipment) for the purpose of carrying out the Course and not for any other purposes;
- 6.1.9 if travelling by car to work, arrange adequate motor insurance for travel during work hours;
- 6.1.10 agree that the Provider and the Placement Provider are authorised to disclose to each other any information, including sensitive personal data, for the purposes of



the Data Protection Act 1998 and GDPR legislation of May 2018, relating to his/her participation in the Placement;

6.1.11 maintain any confidential or personal data in strict confidence and, save as provided herein, will not disclose Confidential Information to any third party; and

6.1.12 not use, except for the purpose for which it was intended, any confidential or personal data which comes into their possession, custody or control, concerning the Provider or the Placement Provider.

7. GENERAL

7.1 Nothing in this Agreement shall limit or exclude the Provider's liability for:

7.1.1 **death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;**

7.1.2 **fraud or fraudulent misrepresentation; or**

7.1.3 **breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).**

THE TRAINEES'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE 7.2

7.2 **Subject to clause 7.1:**

7.2.1 **we will not be liable for any consequential loss (including loss of profit or earnings); and**

7.2.2 **our total liability to you will not exceed the amount you paid to us in respect of the Fees.**

7.3 We will not be liable to you for acts outside our control, which shall include industrial disputes, act of God, war, riot, malicious damage, fire, flood, storm or default of suppliers or subcontractors.

7.4 You shall not, without our prior written consent of the Provider, assign, or, subcontract any of your rights or obligations under this contract.

7.5 If a court or any other competent authority finds that any provision of this contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of this contract shall not be affected.

7.6 If any invalid, unenforceable or illegal provision of this contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.



8. Acceptance

Please indicate your acceptance of these Terms and Conditions by signing below and intimation your funding option.

Options	Description	Tick your selected option
Option One	Pay all fees in one payment (fees due by 17 April 2019)	
Option Two	Pay fees in three instalments (due by 3 rd Wed October; 1st Wed Feb; and 1 st Wed May).	
Option Three	Student Loan Company will be paying my fees directly to The Consortium.	

Signature _____

Date _____



The Partnership Trainee Code of Conduct

The Trainee will be expected to abide by the following code of conduct:- The Partnership Trainee Code of Conduct.

I understand that as successful completion of this course leads to admission to a professional body I am required, during my studies, to adhere to the expectations of conduct endorsed by the teaching profession. I understand that breaches of these expectations may lead to disciplinary action including my exclusion from the course and/or the inability of the Southend SCITT to provide me with a supportive professional reference. I am required to complete a health assessment form which will be forwarded to the Southend SCITT's Occupational Health Service and where necessary comply with requirements for further discussion/examination as appropriate.

I undertake to behave in a manner appropriate to my position as a trainee teacher and understand that behaviour including, for example, dishonesty, indecency, harassment, bullying, violence, abuse of drugs or alcohol will lead to disciplinary action, which may include consideration of any criminal conviction, whether or not the offence(s) are directly related to my studies. I further undertake to inform the Course Director, without delay, should I be subject to a criminal conviction or caution after the submission of my application for DBS Enhanced Disclosure. I understand that a criminal conviction or caution may lead to my suspension or expulsion from some or all aspects of the course and that this may lead to the need for my studies to be extended or curtailed. I also understand that the Rehabilitation of Offenders Act (1975) does not apply to the teaching profession and that should I be subject to a criminal conviction or caution it will never be considered "spent". I recognise that in the course of my studies I will be placed in a position of trust and that as such I am subject to the requirements of the Sexual Offences (Amendment) Act 2000. I understand that any DBS clearance obtained by the [provider] relates to my position on its course and does not guarantee that I will be cleared fit for future employment as a teacher.

I will at all times treat children, colleagues, staff and any other members of the Southend SCITT with due respect and conduct myself in a professional, honest, decent and courteous manner. I will use language appropriate to the situation and people involved. I will accept my responsibility to ensure that children are treated with respect and free from abuse. In schools I will always work in a place which is accessible to others and in which I can be observed working. I will not take or agree to meet, children outside school premises without another responsible adult present. I will not make unnecessary physical contact with children. I will report any suspicion that a child is being abused to the school's named person (usually the headteacher). I will acquire an understanding of working with diversity, including gender, race and culture, in order to work with children, staff and parents appropriately. I will be mindful of the difficulties some groups may face and ensure personal prejudices and stereotypical views do not influence my judgements or actions. I understand that I will have access to confidential personal information and that I am required to comply with the Data Protection and Child Protection legislation. I understand that I may not disclose this information to any third party, other than in accordance with the conventions regarding use of personal information for use in research for the purposes of completing assignments or in accordance with the law and code of ethics agreed for the assignment. Any personal information used in assignments or tasks will have all means of identifying the subject removed. I will take particular care to ensure the safety of any data relating to a third party whilst in transit and be careful to ensure any such data held on a mobile device is uploaded to the secure storage made available and then



deleted from the mobile device. I will at all times ensure that any photographs or digital images are acquired under the terms of the policy of the relevant school.

I will ensure that I maintain, both in the centre and in schools, a standard of dress that will be perceived as professional by such persons as I may encounter in the pursuit of my studies.

The content of the course meets the requirements of Qualified Teacher Status and the Postgraduate Certificate in Education awarded by CCCU and I will pursue my studies with due diligence, ensuring that I avail myself of the educational opportunities made available. I will take responsibility for my own learning through punctual attendance at lectures, workshops and periods of school experience and through being suitably prepared for them. I will notify the Southend SCITT, in accordance with the guidelines issued, if I am to be absent from any part of the course, due to sickness or other reasons, and I will make up the lost learning opportunities. I will immediately inform the Southend SCITT if I am suffering from an infectious disease such as chicken pox, German measles (rubella), impetigo, measles, scarlet fever and slapped cheek disease, (Parvovirus). I will not disrupt the delivery of teaching or the learning experience of fellow trainee teachers and will not jeopardise the health and safety of those involved, both at the centre and in schools.

I understand that attendance at professional development sessions is compulsory and I will ensure that I log in and out of each session. I undertake to complete the appropriate absence forms and to make up work missed through illness or other circumstances covered within the Southend SCITT's Absence Policy. I will be prepared for sessions to start promptly and ensure I have made adequate arrangements to be in on time, not using traffic as an excuse for lateness. I will not leave a session once it has started without seeking permission from the tutor. I undertake to be scrupulous about signing in and out of the building, and signing session registers. I understand that records of attendance and lateness will be kept by the Southend SCITT and may be used as evidence when awarding qualifications or writing references. I will submit work in accordance with the instructions in the Course Programme. I will ensure I know and maintain at all times the school policy on control, rewards and punishment, recognising that it is illegal to use physical means of punishment.

I will have due regard to the safety of pupils at all times as outlined by Section 7 of the Health and Safety at Work Act (1974) and the extension of the regulations to trainee teachers for employment (1994) which place a duty on me to take reasonable care for the health and safety of myself and anyone else who may be affected by my acts or omissions, and to co-operate as much as necessary in full compliance with the obligations imposed on my employer by health and safety legislation.

I understand that if I behave dishonestly during the assessment process (including plagiarism or other forms of cheating) or in relation to my attendance or the attendance of others by falsifying signatures or other means I will be subject to disciplinary action which may result in the termination of my training.

Internet

I understand that the Internet is to be used in order to support the operations of the Southend SCITT Programme. I will ensure that I do not infringe any copyright restrictions on materials accessed or transmitted via the Internet. I will avoid deliberately accessing any material that might be considered offensive or inappropriate. This includes all racist and sexist information, together with any material that might be considered to be pornographic. It also includes sites



promoting violence, offensive language and unlawful conduct. I understand that all use of the Internet in school is logged and that these logs are periodically inspected.

I will report any accidental accessing of such material to The Course Director so that it may be noted and the fact recorded.

I will ensure that files downloaded from the Internet are checked for viruses before being used and ensure that appropriate action is taken if a virus is detected.

I will ensure that any use I make of email facilities will not contain illegal, lewd or offensive materials or language, or be used to send bulk emails apart from those which may be considered to be necessary to support my work as a trainee teacher. School email is not be used for personal use.

I will ensure that I do not send emails or submit posts on social networking sites (such as Facebook) that are defamatory or libellous in nature and that could result in legal action being taken against me.

I understand that personal Facebook pages, Instagram accounts, Snapchat and other means of social media should have the highest privacy settings applied and should not be used to communicate with pupils. In addition, I understand that the following will not be tolerated on any Southend SCITT related electronic means of communication:

1. The creation or transmission (other than for properly supervised and lawful research purposes) of any offensive, obscene or indecent images, data or other material, or any data capable of being resolved into obscene or indecent images or material.
2. The creation or transmission of material that is designed or likely to cause annoyance, inconvenience or needless anxiety.
3. The creation or transmission of defamatory material.
4. The transmission of material such that this infringes the Intellectual Property Rights of another person.
5. Deliberate activities with any of the following characteristics:
 - Wasting staff effort or networked resources.
 - Corrupting or destroying other users' data.
 - Violating the privacy of other users.
 - Disrupting the work of other users.
6. Other misuse of Partnership resources, such as the introduction of viruses.

I understand that abuse of the Internet facilities available to trainee teachers will be managed under the provisions of the Southend SCITT's Disciplinary Procedures and the circumstances encountered will be fully investigated by senior staff. Such abuse is viewed as a very serious violation of the SCITT's Disciplinary Code, i.e. the misconduct is deemed to be of such a nature that it fundamentally breaches the contractual relationship between you and the SCITT and in such situations you will be dismissed without notice. Some circumstances could further lead to criminal proceedings being taken against you.



Tuition Fee

I understand that the recommendation for QTS and PGCE will be withheld from any trainee who fails to honour all monetary debts or fails to return all equipment loaned to them by the Partnership or one of its associated schools.

I declare that I have received the course handbooks and expectation relating to behaviour and that I am conversant with the arrangements relating to the course that it contains, particularly in regard to discipline, assessment, attendance and appeals. By signing below I confirm that I accept the codes of conduct, terms and conditions set out above

Signed

Print name.....

Dated.....