

CONTRACT TEMPLATE for FEE-PAYING TRAINEES



THIS AGREEMENT IS ENTERED INTO ON:

BETWEEN:

Red Kite Learning Trust of for and on behalf of Red Kite Teacher Training, Harrogate Grammar School, Arthurs Avenue, HG2 0DZ and

Name:

Address:

1. BACKGROUND

- 1.1 The Provider provides School Centred Initial Teacher Training (“**SCITT**”) courses which are delivered by groups of schools and colleges.
- 1.2 The Trainee has applied for and has been accepted on the teacher training course with the objective of obtaining Qualified Teacher Status (the “**Course Objective**”).
- 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 30th August 2017 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 and shall be payable by the Trainee to the Provider by one of the following methods:-

- 2.1 **Instalments – self finance or bursary** - Trainees who opt to pay the Fees in full shall pay the Fees as follows:

Date	Amount
5 th October 2017	£900
5 th November 2017	£900
5 th December 2017	£900
5 th January 2018	£900
5 th February 2018	£900
5 th March 2018	£900

5 th April 2018	£900
5 th May 2018	£900
5 th June 2018	£900
5 th July 2018	£900

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 Director in the event that he or she fails to comply with the Red Kite Teacher Training Fees and Debt Recovery Policy. 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):-

Withdrawal date	Amount payable
Between 30 August 2017 and 7 January 2018	£2,250
Between 8 January 2018 and 15 April 2018	£4,500 less amount paid to date
After 16 April 2018	£9,000 less amount paid to date

- 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 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 SCITT Trainee Progress Leader 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 PLACEMENT PROVIDER 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 contained in the handbook, 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 Director informed of any changes or issues with the Course;
- 6.1.7 notify the 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 (Trainees should check with their insurer if business insurance is required);
- 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, 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 TRAINEE'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 fees in ten instalments as indicated in 2.1	
Option Two	Student Loan Company will be paying my fees directly to Red Kite Teacher Training.	

Signature

Date

The Red Kite Teacher Training 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 Red Kite Teacher Training to provide me with a supportive professional reference. I am required to complete a health assessment form which will be forwarded to the University of Leeds 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 SCITT 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 Red Kite Teacher Training 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 pupils, colleagues, staff and any other members of Red Kite Teacher Training 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 pupils are treated with respect and are 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, pupils outside school premises without another responsible adult present. I will not make unnecessary physical contact with pupils. 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 pupils, 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 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 the University of Leeds 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 Red Kite Teacher Training, 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 Red Kite Teacher Training 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, in any setting.

I understand that attendance at professional development sessions is compulsory and I will ensure that I register at each session. I undertake to complete the appropriate absence forms and to make up work missed through illness or other circumstances covered within the Red Kite Teacher Training 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 session leader. I understand that records of attendance and lateness will be kept by Red Kite Teacher Training and may be used as evidence when awarding qualifications or writing references. I will submit work in accordance with the instructions in the handbook. 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, I will be subject to disciplinary action which may result in the termination of my training.

Print Name: _____

Signed: _____

Date: _____