

Document Creation Date	September 2023
Creator	Praema Stelling 43 The Bury Pavenham Bedfordshire MK43 7PY 07500862722 hello@tutortrain.co.uk
Review Date	September 2024

This Code has been taken from The Tutors Association Code of Practice and modified in relation to the Tutor Train.

Contents

- 1. Summary**
- 2. Acting Honestly and in the best interest of Tutor Train Ltd Students**
- 3. Maintaining Appropriate Communication**
- 4. Ensuring suitability for each role**
- 5. Continuing professional development**
- 6. Professional Conduct**
- 7. Complaints**
- 8. Additional Child Protection Guidance**

1. Summary

1.1. This Code of Practice describes the standards of professionalism that we, Tutor Train Ltd and the public expect of all Tutor's and individuals representing Tutor Train Ltd.

1.2. It is a condition, when delivering a service for Tutor Train Ltd, that you are deemed to have accepted and signed up to the Code.

1.3. The Tutor Train Ltd Code applies to conduct and behaviour relating to face-to-face, online, one-to-one and group tutoring. It comprises a framework for ethical and competent practice that applies irrespective of where you tutor and the students you tutor. It ensures that the safeguarding and welfare of children and vulnerable people is the absolute priority and that the correct safeguarding procedures are always followed. You must exercise your judgment in applying these standards to your situations and deciding on a course of action, bearing in mind the students you are tutoring.

1.4. It also covers the behaviours expected of tutors/service providers towards other tutors/service providers and towards parents and in any expression of views, verbal or written, including in social media, that may adversely impact the reputation of either Tutor Train or the tutoring profession.

1.5. You are personally accountable for compliance with the Tutor Train Code and must always be prepared to justify your decisions and actions.

2. Acting honestly and in the best interests of Tutor Train Ltd Students

2.1. You are honest in all communications relating to tutoring students, including but not limited to any communications with the Tutor Train, individual students you are teaching, parents of students you are teaching and the Tutor Train.

2.2. You understand that your relationship with students and their families/carers is professional and not personal and that you have a duty of care towards them.

2.3. You provide a caring, positive and stimulating environment in which students can learn.

2.4. When working as a tutor, you always behave, communicate and conduct yourself in a professional manner to the standard that would be reasonably expected of a Tutor Train Tutor/service provider. This includes your life when not actively tutoring/providing a service –

for example, on your social media.

- 2.5. You always respect students' personal dignity and promote their well-being.
- 2.6. You encourage and help students achieve their unique potential as independent learners through acknowledgement, encouragement, understanding and personalised attention.
- 2.7. You do not engage in or assist your students in engaging in any form of plagiarism.
- 2.8. You demonstrate faith in students' learning ability and provide accurate, constructive and regular feedback on students' strengths, weaknesses, attainment, progress and areas for development in a manner that is beneficial to their overall learning.
- 2.9. You are careful to avoid creating any unhealthy dependencies and to avoid engaging in any practice which undermines the independent learning of students.
- 2.10. You understand the need to be flexible in your approach to tutoring students and commit to assisting them to discover effective learning strategies that help them develop the skills that they need to achieve the educational goals set by them, their parent or guardian or the Tutor Train.
- 2.11. You consider each student's attributes, needs and circumstances and adapt your tutoring appropriately to accommodate these. Initial and ongoing assessments will aid this objective.
- 2.12. You are committed to identifying any challenges or difficulties that students have with their learning and providing appropriate assistance to help them overcome those barriers.
- 2.13. You conduct your sessions with students using appropriate materials.
- 2.14. If you are carrying out tutoring online, you use all reasonable endeavours to maintain the security of the tutoring sessions.
- 2.15. If you are carrying out tutoring online, you carry out the entirety of every session alone in an appropriate and quiet non-public space that is free from disturbances with a high-quality internet connection.
- 2.16. You carry out tutoring sessions on time and provide your student, your student's parent or guardian and the Tutor Train with reasonable notice if you are unable to carry out a session.
- 2.17. You ensure that information provided to you about students and information gained when working with students is kept confidential unless doing so would result in injury or harm being done to them.

3. Complying with Child Protection and safeguarding procedures

- 3.1. You hold an Enhanced DBS certificate (“DBS”) and are signed up to the DBS Update Service, or you hold a DBS that is less than one year old and you agree that you will renew your DBS on or before its one year anniversary and you will subsequently sign up to the DBS Update Service.
- 3.2. You commit to safeguarding children and young people and you always prioritise the welfare of them. This includes children and young people that you do not directly tutor/support - for example, the siblings or relations of a child you tutor.
- 3.3. You ensure that your students receive tutoring in a safe environment and that you value each student’s contribution, irrespective of their age, culture, ability, gender, language, racial origin, religious belief and/or sexual identity.
- 3.4. You show respect for students’ cultural background and values. You should also put a child's wellbeing as paramount - so whilst being respectful of cultural background, if something threatens a child's safety/wellbeing then it should still be considered as a concern. For example, Female Genital Mutilation (FGM) is practiced in some cultures but is illegal in the UK and should be reported to the appropriate authorities.
- 3.5. You take all reasonable steps to protect students from harm, discrimination and demeaning treatment and you respect their rights, wishes and feelings.
- 3.6. You do not contact or allow contact requests from students under the age of 18 on any social media platforms or engage in any conversation via text messaging or social media with students under the age of 18 unless it is with the explicit, prior consent of the parent/guardian with whom your service agreement lies, and with the same party(ies) copied in to all such communications either on email, text messaging or social media. If you tutor for a family with whom you have an existing social media connection, this should always be disclosed to the Tutor Train. Social contact should not begin with students just because they have turned 18; developing a personal (non-professional) relationship with a child you are educating before they are 18 and then developing this further once they turn 18 could raise concerns that the child has been groomed.
- 3.7. You do not use your personal mobile phone or camera during tutoring sessions except to directly aid a student’s learning or in the case of an emergency. If you require the use of your personal mobile during sessions, permission must be granted from the parent/caregiver.
- 3.8. All online lessons are recorded in LessonSpace. If a Tutor decides to use another platform for an

online lesson, they MUST inform and agree with the parent and notify them it is not being recorded. You must NOT make any personal recordings of lessons unless permission is granted by the Client (in writing).

- 3.9. Recordings are always available to parents/guardians and students on request.
- 3.10. Any recording will be deleted promptly and irretrievably on request of the parent/guardian or, if/when the student is over the age of 18, the student himself.
- 3.11. Recordings are **never** shared with third parties or used for any purpose other than the reference of the tutor or student, or to satisfy a statutory requirement or obligation, without the explicit consent of the parent/guardian, which may be rescinded at any time.
- 3.12. Recordings are stored securely and in compliance with the Tutor Train's data protection policy.
- 3.13. It is highly recommended that tutors ensure that a parent or guardian is available and within earshot of the tutorial at all times for both online and in-person tutorials and parents/guardians should always be encouraged to remain nearby. This is of greater importance when sessions are not being recorded. (In the circumstances where a parent or guardian goes absent during the tutorial, it is up to the individual tutor to decide whether to end the tutorial or not, but they would be perfectly entitled to do so). You should NOT conduct an in-person lesson if there is no one over the age of 18 in the home.
- 3.14. You ensure that you understand Child Protection and safeguarding measures. Anyone supporting students using online methods should be familiar with the government guidance on safeguarding and remote teaching: <https://www.gov.uk/guidance/safeguarding-and-remote-education-during-coronavirus-covid-19> You take all suspicions and allegations of poor practice or abuse seriously and report these to the Agency and/or the local Child Protection services in the local authority in which the child lives/the alleged incident took place ("**Child Protection Contact**").
- 3.15. If you receive information about a child or young person either from a student directly or from another source, which could potentially cause serious physical or psychological harm to a child or young person, you report this to the Child Protection Contact (Praema Stelling).
- 3.16. If you observe a situation which could potentially cause serious physical or psychological harm to a child or young person, you report this to the Child Protection Contact (Praema Stelling).

- 3.17. You record all child protection incidents in writing and provide these records to the Designated Safeguard Lead (Praema Stelling) as soon as feasibly possible (see safeguarding policy). All written recordings should only include facts (what was said or seen), not an interpretation of these. For example, instead of writing that a child seemed very upset, you might write that they were crying. Tutors and the Tutor Train have a duty to share any report with a responsible authority (e.g. the police and/or local authority) if it constitutes substantive evidence of a safeguarding concern and/or criminal offence.
- 3.18. You do not ever enter into a sexual relationship with any student under the age of 18, even if the student is over the age of consent. This includes not beginning a personal/romantic relationship with a student before the age of 18 and then beginning a sexual relationship once they turn 18 - this would be considered grooming.

4. Maintaining appropriate communication

- 4.1. Before commencing a tutoring role, you ensure that you have all necessary contact information for the Client.
- 4.2. Before commencing a tutoring role, you ensure that you are clear on your objectives and the educational goals set by the Client. You must ensure that these are appropriate for the child who will be tutored - that objectives are not set too high or too low for them (which can be determined via your assessment).
- 4.3. Before commencing a tutoring role, you ensure that you discuss and agree a feedback procedure with your Client. For example, verbal feedback after every session and written feedback.
- 4.4. During the term of your role, you maintain open, clear, regular and appropriate communication with your Contact, informing your Contact promptly of any issues or difficulties.
- 4.5. You disclose to your Contact promptly any concerns you have about any social, emotional and/or behavioural difficulties a student is experiencing that are beyond your competencies to address. This should be done unless doing so could endanger the safety of the child - for example, if a child were to disclose harm from a parent, you would report this through the Tutor Train DSL (Praema Stelling).
- 4.6. You maintain accurate records of tutoring sessions and students' progress (on TutorCruncher), which is viewable by Clients at all times.

- 4.7. You disclose any personal or material interest when making any referrals.
- 4.8. When working for the Tutor Train, you comply with the terms and conditions of your contract and do not seek to provide any educational services to students for which the Tutor Train has engaged your tutoring services independently of Tutor Train Ltd without the Tutor Train's prior written consent.

5. Ensuring suitability for each role

5.1. As a Tutoring Business, Tutor Train Ltd will:

- 5.1.1. Ensure that you are suitably qualified and experienced for any student that you take on to ensure that you are able to provide the quality of teaching that the Tutor Train would reasonably expect.
- 5.1.2. If you are tutoring a student that you consider to have special educational needs that are beyond your experience or ability to resolve, you discuss the issue with your contact at the Tutor Train.

6. Continuing professional development

- 6.1. You keep up to date with current and advances in tutoring pedagogy and practice.
- 6.2. You maintain your competence to carry out your role by keeping your professional knowledge and skills up to date.
- 6.3. You know where to source updates on relevant syllabuses and the way that the subjects you are tutoring are examined.
- 6.4. You ensure that you keep up to date with your students' national curriculum and exam specifications so that you are best placed to help your students achieve their educational outcomes.
- 6.5. You regularly undertake relevant Continuing Professional Development as appropriate.
- 6.6. You keep up to date with and follow the legislation, regulation and guidance governing tutoring and the way that you work.
- 6.7. You keep up-to-date with Safeguarding legislation and training.

7. Professional conduct

- 7.1. You do not conduct yourself, your businesses, and/or any of your communications in any way that may bring the tutoring profession and/or the Tutor Train into disrepute. You endeavour to conduct yourself, your business and your communications at all times in such a way as to bring credit to the tutoring profession and to the Tutor Train.
- 7.2. Unacceptable behaviours include, but are not limited to:
- 7.2.1. bullying behaviour; threats of unnecessary or vexatious legal action (especially towards tutors, employees or contractors); any actions that might reasonably be deemed by the Disciplinary Committee to bring the sector into disrepute, including public comments on matters concerned with tutoring, either verbal or written, including on social media.
- 7.3. You take no action that deliberately injures the business or reputation.
- 7.4. At all times you act honestly in your professional dealings with clients, potential clients, tutors and employees.
- 7.5. You do not, knowingly or recklessly, disseminate any false or misleading information
- 7.6. You respect the confidentiality of all business information which comes into your possession (other than those persons entitled to receive it) unless it is unlawful to do so.
- 7.7. You do not claim the Tutor Train's endorsement in connection with any activity unless you have the Tutor Train's prior written approval to do so.
- 7.8. You have regard for, and comply with, all the relevant laws of the country in which you are operating.
- 7.9. You observe this Code as it may be expanded and annotated and published from time to time.

8. Complaints

- 8.1. You cooperate with Tutor Train Ltd if a complaint is made against you and provide full and accurate explanations, information and documents promptly in response to any request or requirement.
- 8.2. You are able to justify your decisions and actions to demonstrate compliance with your obligations under this Code.
- 8.3. You inform the Tutor Train promptly of any facts or matters that you reasonably believe should be brought to its attention so that it may investigate whether a breach of this Code has occurred.
- 8.4. You notify the Tutor Train promptly if you are subject to any criminal charge, conviction of

caution or are subject to the Rehabilitation of Offenders Act 1974.

8.5. You ensure that at all times you comply with this Tutor Train Code and any further Codes of Practice and supplementary guidance that the Tutor Train publishes.

9. Additional Child Protection Guidance

9.1. In addition to the safeguarding procedures contained in the main Code of Practice, the following additional guidance should be observed by members. A child/young person is defined as a person under the age of 18 (The Children's Act 1989 and 2004, and the Children & Young Persons' Act 2008).

9.2. The Tutors' Association's Role The TTA offers guidelines and advice on how to deal with a Child Protection incident or concern, but members of TTA do not act as a DCPO or LADO.

9.3. Any tutor working for Tutor Train Ltd who requires help and support on a Child Protection issue should in the first instance report the incident to the DSL (Praema Stelling) at Tutor Train Ltd, who in turn should refer the case to the LADO or DCPO.

10. Monitor and review procedures

10.1. This policy will be reviewed every year or whenever there is a major change in the organisation or when there is relevant legislation. Each review will be dated.

11. Allegations

11.1. Allegations against a tutor/service provider that they may have behaved in a way that has, or may have, harmed a child, or committed a criminal offence either against or related to a child, or behaved towards a child in a way that suggests they are unsuitable to work with children, should be reported immediately to the LADO (Local Authority Designated Officer) or DCPO (Designated Child Protection Officer) in the local authority where the incident is alleged to have taken place.

11.2. Advice on how to deal with an allegation can be sought from the LA Education Welfare Service or Child Protection Unit.

12. Child protection incidents

12.1. A Child Protection incident usually includes some of the following scenarios, but this list is not intended to be a formal and all-inclusive definition. A typical Child Protection incident is when:-

- 12.2. a tutor receives some information about a child or young person either from the child directly or from another source, which could potentially cause serious harm to the child, either physically or psychologically.
- 12.3. a tutor observes a situation (e.g. risk in a child's environment which could potentially
- 12.4. cause serious physical or psychological harm).
- 12.5. a company and/or parent receives information about a tutor either from the child directly or from another source, that could potentially cause serious harm to the child, either physically or psychologically.
- 12.6. All Child Protection incidents must be recorded. It is essential to:
- 12.6.1. Speak individually with all parties concerned - unless this could increase risk of further harm. If an accusation of harm is made against someone a student lives with, talking to that person could risk harm to the student. This should be noted when reporting.
- 12.6.2. Write a record of all conversations - only write what is said or seen - not an interpretation of the situation. E.g. if a student is crying you would note this, rather than writing that they were sad/upset. Also note the time/date/duration of any conversations and who was present. All records should be written as soon as is practical - this allows for more accurate recording.
- 12.6.3. Write up all telephone conversations with a written report to send to LADO/ Child Protection Unit (at the local authority where the incident took place) who will deal with the allegation.
- 12.6.4. All allegations should be dealt with expeditiously, thoroughly, fairly and with common sense and professional judgement. Any investigation should be carried out as quickly as possible and a decision reached as to whether the allegation is borne out or not supported. Dependent on this the outcome of the investigation could have one of three outcomes: a) unsubstantiated, b) substantiated in part or in whole but can be dealt with by disciplinary procedures, c) substantiated and requiring formal referral in the first instance to the LADO (Local Authority Designated Officer) or DCPO (Designated Child Protection Officer.)
- 12.6.5. It should be noted that it is not the place of the tutor to investigate allegations made. Allegations can be discussed appropriately to determine what is meant if it is unclear. If allegations have been made regarding contact via email/social media, etc, and these can be included in the report - they should be included.

Signed (Tutor/service provider):

Print Name

Date: