

# Straight to Teaching Agreement

## 1.0 Introduction

1.1 This Agreement (this agreement) is made between:

- (1) Hibernia College UK LTD trading as TES Institute (TI) of 26 Red Lion Square, London WC1R 4HQ;
- (2) The Learner;
- (3) The School.

1.2 TI has lead responsibility under this agreement for providing the Learner with a personalised professional development and QTS qualification Straight to Teaching (S2T) programme (the programme).

1.3 The programme will develop and prepare the Learner to demonstrate they meet all of the Teachers' Standards and other criteria for the award of Qualified Teacher Status (QTS) and will provide the Learner, when ready, with the chance to be independently assessed by an approved QTS assessment only provider against the Teachers' Standards and other criteria for the award of QTS and, if successful through the QTS assessment process, to be recommended for and awarded QTS (successful completion).

1.4 TI does not guarantee through this agreement that the Learner will successfully complete their programme. Successful completion depends not only on all three parties to this agreement fulfilling the roles and responsibilities as set out in this agreement but also upon the Learner fulfilling their potential by making the necessary progress through this programme towards meeting, and demonstrating they meet, all of the Teachers' Standards and other criteria for the award of QTS.

1.5 This agreement sets out to describe the main roles and responsibilities of each of the three parties to this agreement.

## 2.0 School's responsibilities

### Senior Manager

- 2.1 The School may contribute to or meet the whole cost of the programme. To the extent that the School does not meet the whole cost of the programme, the Learner will be responsible for doing so.
- 2.2 The School will help ensure that the Learner is provided with the appropriate time, other resources, teaching and wider school experience opportunities and the day to day support necessary to maximise the Learner's chances of successfully completing their programme, as set out in the School Confirmation of Support Form which the School is required to sign as part of the Learner's application process.
- 2.3 The School will nominate a member of their senior management team, or other appropriate staff member, to be the senior manager responsible, on behalf of the School, for liaising with TI and the Learner on matters related to this agreement and the programme and for ensuring that the School meets its responsibilities in this agreement.
- 2.4 The School, in conjunction with and following discussions with TI and the Learner, has lead responsibility for ensuring the Learner is provided with appropriate teaching roles over the period of their S2T programme, teaching roles that will enable the Learner to gain the additional depth and breadth of teaching experience they require in order to be able to meet, and to demonstrate they meet, all of the Teachers' Standards and other criteria for the award of QTS for their chosen teaching phase and/or subject specialism across their two chosen consecutive age-ranges.
- 2.5 The School, in conjunction with and following discussions with TI and the Learner, has lead responsibility for helping and supporting the Learner to be able to gain a further teaching experience in another school/education setting (usually a minimum of four weeks full-time equivalence) where a further teaching experience is essential to a Learner being able to meet the "minimum two school" criteria for the award of QTS (this criteria stipulates that a Learner must have taught in at least two school/education settings).

- 2.6 The School will have lead responsibility for identifying and appointing a suitable member of their qualified teaching staff (suitable in terms of the nominated teacher's knowledge, experience and skills) to act as the mentor to the Learner for the period of their programme. This responsibility will include ensuring the mentor is provided with sufficient time and other resources, including time for the training and development needed to enable them to perform the role of mentor to the Learner effectively. The School will have lead responsibility for monitoring and reviewing how the mentor performs that role.
- 2.7 The School will have responsibility for supporting, facilitating and encouraging the Learner to make the necessary progress through this programme towards meeting, and demonstrating they meet, all of the Teachers' Standards and other criteria for the award of QTS.
- 2.8 If the School changes the time or date of, or cancels, a pathway tutor visit, or a pathway tutor visit is cancelled by TI or the pathway tutor because the School/Learner is not sufficiently prepared for the visit (e.g. the required documents have not been provided to the pathway tutor in advance of the visit), and as a result of such change or cancellation costs have been incurred by TI or the pathway tutor, the School may be required to cover any costs incurred.
- 2.9 Learners must be employed by the school supporting them. TES Institute cannot provide advice on employment contracts for school staff but comprehensive guidance is provided regarding contracts of employment and working hours on [www.gov.uk](http://www.gov.uk) and the rights and responsibilities at work of both employees and employers are explained in Acas guidance <http://www.acas.org.uk/index.aspx?articleid=1339>.

## School Mentor

- 2.10 The mentor will, on a day to day basis, provide professional as well as teaching phase/subject specific mentoring support to the Learner.
- 2.11 The mentor will, in conjunction with the senior manager, the Learner and TI, have a shared responsibility for supporting the Learner to make necessary progress through this programme towards meeting, and demonstrating they meet, all of the Teachers' Standards and other criteria for the award of QTS. The mentor will support the Learner to:
- undertake and complete the initial needs assessment and to prepare their QTS preparation plan;
  - monitor, review and assess Learner progress (including completing the progress report prior to each Pathway Tutor visit) against their QTS preparation plan;

- review, amend and adapt the QTS preparation plan as applicable or appropriate;
- support the learner in completing and updating their subject knowledge audit (SKA) prior to each Pathway Tutor visit;
- provide the Learner with the breadth and depth of teaching and wider school experience as necessary;
- help document and evidence the Learner's progress towards meeting, and demonstrating they meet, all of the Teachers' Standards and other criteria for the award of QTS.

### 3.0 Learner's responsibilities

3.1 Successful completion of the programme is dependent not only on all three parties to this agreement fulfilling the roles and responsibilities as set out in this agreement but also, most importantly upon the Learner, in practice, using their best endeavours to fulfil their potential by making the necessary progress towards meeting, and demonstrating they meet, all of the Teachers' Standards and other criteria for the award of QTS.

3.2 The Learner has significant personal responsibility for successful completion of their programme. They are expected to be able to critically reflect, analyse and self-reflect on their own progress and to be proactive in identifying developmental and others issues, problems and concerns and solutions to them.

3.3 The Learner is responsible for meeting, and ensuring they meet, all of the criteria for the award of QTS by the time their application for QTS assessment comes to be considered by the approved QTS assessment only provider. They understand that if they do not meet all of these criteria by that time, that their application for QTS assessment will be rejected or deferred until such time as they do meet all such criteria.

3.4 Where the Learner does not meet all of the Department for Education (DfE) Assessment Only criteria by the time they start their S2T programme they understand that they start their S2T programme at their own risk. If, for example, the Learner does not, by the time they start their S2T programme:

- already have a first degree from a UK higher education institution or an equivalent qualification; and/or
- have the standard equivalent to a grade C in the GCSE examinations in English and Mathematics (and, additionally, a standard equivalent to a grade C in the GCSE examination in a science subject if they are planning to teach primary);

They may be able to start the S2T programme but will not be able to apply successfully for QTS assessment until such time as they do meet these criteria.

3.5 Additionally, Learners will also need to be aware that their application for QTS assessment cannot be considered:

- unless and until they have been subject to and passed a Disclosure and Barring Service barred list and criminal records check (this is the responsibility of the School);
- unless they have been checked and assessed as having the health and physical capacity to teach;
- until they have taken and passed the literacy and numeracy professional skills tests.
- If the Learner has not passed the professional skills tests by the time they have completed their S2T programme they will be permitted 12 weeks from the end of their programme in which to pass the professional skills tests. If they do not pass the tests within this timeframe they will not be able to proceed to assessment until they have been reassessed by TI to ensure that they still meet the Teachers' Standards. The costs of this reassessment will be met by the Learner and/or school.

3.6 The Learner is also responsible for ensuring that they:

- have read, understood and are familiar with the programme handbook and other programme related guidance, rules and regulations;
- understand the Teachers' Standards and other criteria for the award of QTS;
- engage fully with all aspects of their programme and use their best endeavours to make the expected progress set out in their QTS preparation plan;
- liaise, cooperate and collaborate fully and effectively with others involved in delivery of their programme including the School (senior manager and mentor and TI)
- prepare properly for lessons, meetings, and other sessions;
- play a key role in the evaluation on their own professional practice and are proactive in finding out about things they are unsure of;
- demonstrate high standards of professional behaviour and demeanour at all times;
- Learners are teaching at a consistently good or better standard to progress to Assessment Only;
- Learners have taught over 400 hours;
- meet their employee obligations and responsibilities to their school, including complying with all school policies and codes of conduct.

## 4.0 TI responsibilities

### S2T Programme Team

4.1 TI is responsible for providing overall leadership, management and organisation of S2T and for this programme delivered through and in accordance with this agreement.

4.2 This responsibility is discharged through the S2T Programme Team comprising the TI Programme Director (S2T) and the TI Programme Support Officer(s) that provides support and administration services. TI responsibilities include:

- the design, development and delivery of the programme and the virtual learning environment through which this programme is delivered, monitored and controlled;
- programme quality assurance, review and evaluation;
- programme documentation (forms, handbooks, policies and procedures etc.);
- learner progress monitoring, review and assessment;
- liaison with the QTS assessment only provider on all matters relating to QTS assessment;
- assessing and making recommendations for QTS assessment;
- handling of questions, issues, problems, complaints, causes of concern;
- handling of programme deferrals, extensions, transfers, terminations and cancellations;
- appointment, induction initial training and continuing development of programme support and delivery staff;
- appointment, induction, initial training and continuing development of a specialist pathway tutor to support the School and Learner for this programme;
- induction, support and development of the Learner;
- programme financial management;
- admissions and registration.

### Pathway tutor

4.3 TI is responsible for the appointment and payment of a suitably qualified and experienced teacher to act as the specialist pathway tutor to the learner for the period of their programme.

4.4 The pathway tutor will have lead responsibility, in conjunction with the senior manager, mentor and Learner, for:

- assessing a potential Learner's suitability and eligibility for the programme;
- assessing the School's capability to meet its responsibilities as set out in this agreement;
- undertaking and completing a detailed initial development needs assessment and overseeing the production of a detailed QTS preparation plan including targets and timescales which will set out what needs to be done, how it needs to be done by who and by when if the Learner is to meet and to

be able to demonstrate they meet all of the Teachers' Standards and other criteria for the award of QTS.

4.5 The pathway tutor will have lead responsibility, in conjunction and liaison with the senior manager, mentor, TI S2T Programme Team and Learner, for monitoring, reviewing and assessing the Learner's progress against the targets in their QTS preparation plan and for reviewing and making amendments, adjustments and other adaptations to the QTS preparation plan. The pathway tutor will be responsible for instigating appropriate actions and interventions when the Learner's progress is not in line with expectations.

4.6 The pathway tutor will maintain regular contact throughout the period of the programme with the Learner via email, phone and through the planned visits to the School, at least termly. The number of pathway tutor visits to the Learner in school will depend on the length of the programme and extent of the Learner's individual development needs as set out in their QTS preparation plan. The agreed tuition fee for the programme will reflect the planned number of pathway tutor visits.

4.7 The pathway tutor's visit to the School will include lesson observation, evidence review and QTS preparation plan review. The principle purpose of the final pathway tutor visit to the School will be to verify that the Learner is ready to be recommended for QTS assessment to the QTS assessment only provider.

4.8 At each visit, the pathway tutor will provide feedback after any lesson observations and, more generally, will provide oral and written feedback highlighting strengths and areas for development, indicating which of the Teachers' Standards for the award of QTS have been met and agreeing targets for future development.

## 5.0 Changes to the arrangements

### QTS preparation time extension

5.1 The pathway tutor will agree with the School and the Learner prior to the start of the programme:

- the date when QTS preparation will start;
- the anticipated length of the programme and the planned date by which QTS preparation will be completed;
- the planned application and start dates for QTS assessment must take into account the Learner's need to take and pass the professional skills tests between the date of application for QTS assessment and the date on which QTS assessment commences.

The Learner Programme Details form, which is signed by the pathway tutor, school senior manager and Learner at the Initial Needs Assessment visit, includes the agreed programme length, start and end dates and fee arrangements.

5.2 There is flexibility within the programme for dates and timescales to be amended according to progress, need and for other reasons. TI may in conjunction with the School and the Learner agree to extend the original planned QTS preparation period for an aggregate period of up to six months.

5.3 Where the programme is extended and this necessitates additional pathway tutor visits and other additional associated costs, TI may impose further additional charges.

### School Transfer

5.4 Where a Learner moves schools during the period of their programme, and wishes to substitute their new school for their initial school, TI will make reasonable efforts to accommodate such a change. However, where such a change necessitates additional costs to TI, it may impose further additional charges.

### Early Termination

5.5 Where, in the judgment of TI, the Learner and/or school is not meeting their responsibilities as set out in this agreement, TI may terminate this agreement by two weeks' written notice with reasons to the other two parties to this agreement. Before giving written notice, TI will consult and liaise with the School and/or Learner, outlining its causes for concern and providing reasonable time for such concerns to be addressed.

5.6 Either the School or Learner may terminate this agreement early by two weeks' written notice for whatever reason. TI will refund any contribution paid towards QTS assessment to the appropriate party and will calculate a reduced QTS preparation fee based around the date on which that early termination takes effect, subject to clause 6.5 below. Any refund of QTS assessment fees will be reduced by the amount of any underpayment of QTS preparation fee. Any refund of QTS preparation fee and/or QTS assessment fee will be paid to the appropriate party in the correct proportion to which they contributed to the cost of QTS preparation and/or QTS assessment. Further and fuller details of the early termination arrangements can be made available upon request.

## 6.0 Fees and other charges

6.1 Annex A to this agreement sets out an initial schedule of fees and charges for this the programme.

The Learner Programme Details Form agreed at the INA visit has the specific cost for individual Learners and any additional individual conditions. In the event of any changes to financial arrangements taking place after the signing of the Learner Programme Details Form, a £50 administrative fee will be charged by TI.

6.2 QTS preparation and QTS assessment fees can be paid upfront in advance or by agreed monthly instalments over the period of the QTS preparation plan. Other charges are payable when they arise.

6.3 It is possible for fees and charges to be shared between the financial contributors. Where a refund is due as a result of early termination or other reason, the refund will be split between the financial contributors in the proportion to which they contributed to the fee or charge to which the refund relates.

6.4 Payment can be made by financial contributors electronically and/or by cheque. TI will provide financial contributors with statements setting out the amounts payable and the dates on which they are payable.

6.5 The number of terms, and the associated fees, required to complete the S2T programme will be agreed during the INA visit. Programme fees will be due following the visit, and can be paid either in full or via instalments. If the applicant decides to withdraw or defer their place on the S2T programme *after* the INA visit takes place, this will incur a fee of £500 to cover the costs of the visit. Should the applicant later resume the programme, the £500 INA fee will be deducted from the overall programme fees. In the event that a Learner does not proceed to QTS assessment through this programme, TI will refund the QTS assessment fee subject to 5.6 above.

6.6 TI will not recommend a Learner for QTS assessment until such time and such point as the whole of any fees and charges due under this agreement have been paid.

## Annex A

Tuition fee reduction rates in the event of QTS preparation non-completion.

If learners do not complete their S2T programme then they will be entitled to a reduction in the fees. They will owe the percentage of the fees that corresponds with the percentage of the programme they have completed, plus £500 for upfront costs as there is considerable time spend in reviewing applications and in the administration of setting up learners on the programme.