

**AGREEMENT TO ACT AS APPROPRIATE BODY FOR THE PURPOSE OF  
THE INDUCTION OF NEWLY QUALIFIED TEACHERS**

**This Agreement is made this 1<sup>st</sup> day of September 2019**

Between:

Leicestershire County Council, County Hall, Glenfield, Leicestershire,  
LE3 8RA (“the Council”)

And “the School”:

<b>Name of School/Academy:</b>	
<b>Address of School/Academy:</b>	
<b>Name and role of NQT Induction Tutor:</b>	
<b>Email address for correspondence:</b>	

<b>Name of NQT</b>	<b>Email of NQT</b>	<b>Start date for NQT Induction period at this school</b>	<b>Has the NQT completed previous terms as an NQT?</b>

An invoice will be sent separately from our Finance department.

We agree to attend NQT Induction Tutor training every 2 years, if one member of staff attends on behalf of other Induction Tutors, the school will take responsibility for disseminating and keeping the information from the briefing.

**Please register your NQT(s) on NQT Manager:**

<http://leicestershire.ngtmanager.com> and return this document to: **Helen Kruse, Education and Learning, Room G20, County Hall, Glenfield, Leicester, LE3 8RF. Email [nqt@leics.gov.uk](mailto:nqt@leics.gov.uk)**

## BACKGROUND

- A. The Legislation requires any Newly Qualified Teacher (“NQT”) who wishes to work as a teacher in a maintained school or a non-maintained special school in England satisfactorily to complete a period of induction (“the Induction Period”).
- B. The Department for Education (“DfE”) has issued guidance which sets out how the Induction Period should be completed.
- C. The School is an institution in which an Induction Period may be served as defined in Section 3 of the Regulations.
- D. In order to comply with the requirements of the Legislation the School wishes to engage the Council to act as the Appropriate Body as defined in the Legislation and the Council wishes to act as the Appropriate Body subject to the terms of this Agreement.

It is hereby AGREED:

### 1. DEFINITIONS AND INTERPRETATION:

“Appeal Process”	means the appeal process set out in the Guidance
“Appropriate Body”	has the meaning given to it in the Regulations
“Assessment Report(s)”	has the meaning given to it in the Guidance
“Charges”	means the sums payable to the Council as set out in Clause 8.
“Teaching Standards”	has the meaning given to it in the Guidance
“Headteacher”	the term “Headteacher” also means Principal where relevant in context
“Induction Tutor”	has the meaning given to it in the Guidance
“Induction Period”	has the meaning given to it in Section 7 Education (Induction Arrangements for School teachers) (England) Regulations 2012
“the Legislation”	means the Education Act 2002 and associated Education (Induction Arrangements for School teachers) (England) Regulations 2012

“The Regulations”	means the Education (Induction Arrangements for School teachers) (England) Regulations 2012
“The Guidance”	means the Department for Education Induction for newly qualified teachers Statutory Guidance
“Monitoring Visit”	means a visit to the School by a representative of the Appropriate Body incorporating lesson observation and discussion with the NQT and the Induction Tutor
Newly Qualified Teacher (NQT)	has the meaning given to it in the Education Act 2002.
“Qualified Teacher Status”	has the meaning given to it in the legislation
“NQT Manager”	means the online system designed and developed by Evolution Services Limited that will be used to manage the NQT induction process

## **2. COMMENCEMENT DATE**

This Agreement shall commence on 1<sup>st</sup> September 2019 and shall continue until it is terminated in accordance with Clause 11.

## **3. PAYMENT OF THE CHARGES**

In consideration for the Council acting as the Appropriate Body in accordance with the terms of this Agreement the School agrees to pay the Charges in the manner set out in Clause 8.

## **4. THE PARTIES’ OBLIGATIONS**

The parties agree to fulfil their respective roles and responsibilities in supporting any NQT who is completing the Induction Period at the School in accordance with the Legislation, Regulations and the Guidance and to a professional standard.

## **5. THE COUNCIL’S OBLIGATIONS**

The Council will:

- 5.01 provide a pro-forma for the collection of data, and keep a record of the name, DfE reference number and date of birth of each NQT for whom it is the Appropriate Body, and record the stage of the Induction Period which each NQT has reached, based upon information from the Headteacher about an NQT either joining or leaving their school, including those working in the School as a supply teacher for a full term or more.
- 5.02 provide a named contact for NQTs within the Appropriate Body, with whom NQTs can confidentially raise issues about Induction which have not been resolved with the School. This person is not directly involved in the provision, monitoring or support to the NQT, or in making decisions about satisfactory completion of the Induction Period.
- 5.03 provide the school with the Council's support and guidance materials in relation to Induction, and also training opportunities for Induction Tutors.
- 5.04 monitor, through a review of documentation that the NQT is working to reduced timetable comparable to the 10% reduction required by maintained schools
- 5.05 maintain records and Assessment Reports for each NQT
- 5.06 monitor, through the school's documentation, the progress of each NQT, and at the end of the Induction Period, decide, in the light of the recommendation of the Headteacher, whether the NQT has met the Teachers' Standards.
- 5.07 at the request of the School provide early intervention where the NQT is experiencing difficulties **always provided** that the parties shall have agreed the Additional Charges in accordance with Clauses 8.4 and 8.5 prior to such intervention taking place.
- 5.08 inform the NQT and the Headteacher of its decision on completion of the Induction Period.
- 5.09 decide whether to extend Induction, or, in exceptional circumstances, to shorten it, in accordance with the Legislation, and notify the NQT of any such decisions.
- 5.10 notify the TRA (Teaching Regulation Agency) of those NQTs who have commenced Induction, those who have consistently met the Teaching Standards on completion of the Induction Period, and those who leave partway through Induction.
- 5.11 notify the TRA of those NQTs who have failed Induction, or whose Period of Induction has been extended.

- 5.12 retain the Assessment Reports received on an NQT until the TRA has confirmed that the NQT has had full registration confirmed, or has been removed from the register, following the completion of the Induction Period and, where relevant, the Appeal Process.
- 5.13 assure itself that the Governors of the School, Headteacher and Induction Tutors are aware of, and are capable of meeting their responsibilities, through an agreed quality assurance process, involving monitoring, evaluation and follow up action, where required.

## **6. THE SCHOOL'S OBLIGATIONS**

The School will:

- 6.01 check that the NQT has Qualified Teacher Status (including the relevant skills tests)
- 6.02 provide the required data to the Appropriate Body by completing and returning the NQT Registration Sheet
- 6.03 provide for each NQT a suitably experienced Induction Tutor, who has undertaken recent training for the role (The LA provides such training twice per year)
- 6.04 ensure an appropriate Induction Programme is in place, and that the NQT has a reduced timetable comparable to that in maintained schools.
- 6.05 maintain written records and assessments, ensuring copies are provided to the NQT, and retain all relevant documentation for six years
- 6.06 monitor absences and notify the Appropriate Body if the NQT is absent from work for 30 days or more over the whole period.
- 6.07 submit completed assessment forms to the Appropriate Body by the agreed dates.
- 6.08 make a recommendation to the Appropriate Body, within 10 days of completion of the NQT's Induction Period, as to whether the NQT has met the Teaching Standards, using the agreed assessment form.
- 6.09 notify the Appropriate Body when an NQT leaves the school part way through the Induction Period.
- 6.10. participate fully in the Appropriate Body's quality assurance procedures
- 6.11. notify the Appropriate Body at the earliest possible opportunity, of any NQT who may be experiencing difficulties, or may be at risk of failing to consistently meet the Teaching Standards.

- 6.12 register each NQT on NQT manager and comply with the obligations in clause 7
- 6.13 enter into a Data Processing Agreement with the Council contained in Schedule 1

## **7. NQT MANAGER**

In using NQT manager the school agrees:

- 7.01 to ensure they have their own login. A single login shared by multiple people is not permitted
- 7.02 to maintain the security of their own username and password, keep their password confidential and change the password on a regular basis. The Council will not be liable for any loss or damage from the school's failure to comply with this security obligation
- 7.03 not to modify, adapt or hack the service or modify another website so as to falsely imply that it is associated with the service, Evolution Internet or any other Evolution Internet services
- 7.04 not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service or access to the service
- 7.05 to be responsible for all content posted and activity that occurs under its logins
- 7.06 any content posted on the service must comply with copyright law
- 7.07 not to post any content that is unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or that violates any party's intellectual property
- 7.08 not to upload, post or transmit unsolicited email, SMSs or spam messages
- 7.09 not to transmit any worms or viruses or any code of a destructive nature
- 7.10 to notify the Council of any content which is of a nature outlined in clauses 7.07, 7.08,7.09 as soon as reasonably practicable after becoming aware of such content
- 7.11 the Council will not be liable for the actions or omissions of the school, its employees or agents (including, without limitation, breach of your obligations set out in the Agreement) or those of any third parties

- 7.12 use of the service is at your sole risk. The service is provided on an “as is” and “as available” basis without warranty of any kind.
- 7.13 the Council shall not be liable for any interruptions to the services or outages

## **8. CHARGES**

- 8.01 The School will pay to the Council the sum of **£195** or such other sum as the parties may from time to time agree (the Charges) in respect of each NQT for whom the Council is acting as Appropriate Body.
- 8.02 The Charges will be paid in full in advance of the Council starting to act as Appropriate Body on receipt of an invoice from the Council
- 8.03 The Additional Charges will be paid in full on receipt of an invoice from the Council.
- 8.04 A charge of £25.00 will be made for late registration. NQTs must be registered with the LA by the published submission dates.
- 8.05 In the event that the School requests additional services from the Council such as extra support for a NQT, the parties will agree Additional Charges for such additional services on a case by case basis. The cost of the additional services will be calculated on an hourly rate of **£120** per hour or such other sum as the parties agree in writing.
- 8.06 If the additional service requested is for a Monitoring Visit the Additional Charges will be **£240** or such other sum as the parties agree in writing.

## **9. STATUS OF AGREEMENT**

The parties acknowledge and agree that the Council in acting as the Appropriate Body is acting as an independent contractor

## **10. INDEMNITY**

The School will indemnify and keep indemnified the Council against all costs and claims arising out of this Agreement except to the extent that such costs and claims arise from the negligence of the Council. The School will produce at the Council’s request copies of the relevant policies of insurance and evidence that such policies are paid up.

## **11. TERMINATION**

- 10.01 Either party may terminate this Agreement by notice in writing with immediate effect if the other commits a material breach.
- 10.02 Either party may terminate this Agreement without cause on not less than 3 months notice always provided that the parties will seek to ensure that an alternative body is found to act as the Appropriate Body in respect of any NQT who is partway through an Induction Period prior to the Council ceasing to act as the Appropriate Body.
- 10.03 The Council may terminate this contract and recover all its loss from the School if the School, its employees or anyone acting on the School's behalf do any of the following things:
- (i) offer, give or agree to give to anyone any personal inducement or reward in respect of this or any other Council contract (even if the school does not know what has been done); or
  - (ii) commit an offence under the Bribery Act 2010 or give any fee or reward, the receipt of which is an offence under Section 117(2) of the Local Government Act 1972; or
  - (iii) commit any fraud in connection with this or any other Council contract whether alone or in conjunction with Council members, contractors or employees.
  - (iv) Fails to comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015;

## 12. VARIATION OF AGREEMENT

The terms of this Agreement may be varied provided that any variations shall be in writing and signed by both parties.

13. Signed: *Heather Osgood* Date: 01/09/2019

14. Authorised Signatory for the Council

15. Signed: \_\_\_\_\_ Date: \_\_\_\_\_

16. Authorised Signatory for the School

Please return this signed contract to:

Helen Kruse, Education and Learning, Room G20, County Hall, Glenfield, Leicester, LE3 8RF. Email [nqt@leics.gov.uk](mailto:nqt@leics.gov.uk)