

# Australian Tutoring Association (ATA) Ltd.

## Code of Conduct\*



### **NOTE**

**\*The ATA Code of Conduct may be changed from time to time with notice. Changes and amendments will be notified to members via email, newsletter updates and/or social media. It is the Member's duty to ensure that they are aware of the latest version of this Code.**



# Australian Tutoring Association (ATA) Ltd.

## Code of Conduct

### PART 1 - INTRODUCTION

#### Objectives

1. The objectives of the Australian Tutoring Association (ATA) Code of Conduct are:
  - 1.1 To ensure clients are provided with the best possible service by ethical **tutoring** organisations and practitioners.
  - 1.2 To create and maintain a national benchmark for educational tutoring services.
  - 1.3 To provide guidance for the implementation of best practice.

#### Application of Code

2. This Code applies to Members of the Australian Tutoring Association (ATA), who by becoming Members, agree to be bound by this Code.

#### Interpretation

3. In this Code, unless stated otherwise:

"Agency" is a business type where the provider allocates a tutor to a student with tutoring often conducted in the child's home, public space (such as library) or online.

"CAC" is the ATA Code Administration Committee (see Part III)

"Code" means this Australian Tutoring Association (ATA) Ltd. Code of Conduct;

"client" means a student and/or student's family who is paying for tutoring services;

"dispute" means an expression of discontent from a client where the client perceives the Member has not followed one or more aspects the ATA Code of Conduct;

"Member" means a Member of the Australian Tutoring Association (ATA) Ltd and includes organisations and their tutors, as well as individual tutors.

"Plagiarism" means the act of appropriating the work of another and passing it off as one's own work. It is a form of cheating that draws on the work of another (written, electronic, verbal or artistic) without giving due acknowledgement to the author/originator, including if the work is produced by AI

"Tutor" means a person who provides educational tutoring or educational coaching services;

"Tutoring" purposeful instruction for a commercial purpose inclusive of academic coaching, mentoring in a one-to-one, small group, class context, face-to-face, online or a mix of both

"Tutoring organisation" means an establishment where the provision of commercial educational services or tutoring services are provided. The term may be used interchangeably with other terms such as "Education Centre", "Teaching Centre", or "Coaching Centre" and others with similar intent;



## **PART II – OBLIGATIONS – THE CODE OF CONDUCT**

### **ATA Member Obligations**

4. Members will use their resources for the best educational outcomes for students. These outcomes will be discussed with parents prior to enrolment. The best educational outcome is inclusive of improvement in confidence and skills.
5. Tutors working individually (self-employed) or for tutoring organisations, whether employed or sub-contracted, will use their skills and education to the best of their ability (with due skill and care) to teach students so that the students improve their confidence and skills in the subject/s in which they are being tutored.
6. Members must have a statement that teaching and learning practices and resources to enhance students' self-esteem and confidence to learn.
7. Members must ensure that a copy of the ATA Code of Conduct available for clients to peruse as requested.

### **8. Additional Obligations for in-home tutoring**

- 8A. Agencies allocating tutors (employed or sub-contracted) to client homes and tutors who tutor within a child's home or their own home have obligations under this Code to ensure that the tutoring takes place when there is a responsible supervising adult present and in an open and accessible part of the home. Tutoring is NOT allowed to take place in a bedroom.
- 8B. For each session where tutoring takes place in a child's home, such as services provided by an agency or those working for or contracted by an agency, a responsible supervising adult has to sign off each session to say that they were present and that the tutoring was conducted in a way that was child safe.
- 8C. Agencies take joint responsibility with their tutors (contracted or employed) for the safety of children.

### **Qualifications**

9. Members must ensure that tutor qualifications, including any ATA qualifications are kept on record and disclosed to prospective clients, upon request.
10. The use of the word 'teacher' or 'teachers' by Members in any context should only be used for tutors who are trained teachers with completed formal university-level training in education, such as a diploma or degree.
11. Members, including agencies, shall ensure that staff training and staff professional development is an on-going commitment. Training may take the form of curriculum and program development, in-servicing on educational issues related to child development, assessment, child protection and so on. The ATA offers on-going free and low-cost continuing professional development (CPD) which can be used by members.
12. All tutors employed or contracted by Members are to be assessed at least once annually in order to maintain educational standards or undertake annual training to keep their skills current.



13. The assessment of tutors by members (including agencies) shall be based upon criteria that has been disclosed to the tutor prior to the assessment and may include the use of the ATA Tutor Assessment Form. This form is available from the ATA website: [www.ata.edu.au](http://www.ata.edu.au).

#### **Duty of Disclosure**

14. Members must ensure that clients have sufficient information to make fully informed decisions about the need for tutoring services. In particular, Members must:
  - (a) assess/determine whether students need tutoring and if so inform prospective clients of the type of assessment and outcome of the assessment, including if the child does not need or will not benefit from the proposed tutoring;
  - (b) indicate the relationship if any the tutoring will have to any relevant State-based and/or Australian curriculum
  - (c) inform prospective clients of the qualifications and experience of the relevant tutors, including if they are not trained in education
  - (d) upon request, provide accurate written reports to clients on the learning progress of students.

#### **Pre tests, post tests, other assessments and reporting**

15. The type and use of assessment and testing instruments must be fully disclosed prior to any assessment. The marking of assessments must be conducted in an appropriate, accurate, professional and honest manner.
16. The results of any informal and formal assessing or testing must be made available to clients
17. Unless restricted by law original copies of marked pre-tests that are used for screening for enrolment, streaming or any other purpose must be made available for perusal by clients.
18. Streaming or suggestions that clients undertake tutoring should be justified on the basis of appropriate interpretation and disclosure of assessment results.
19. All feedback, written or verbal, given to clients should be clear and unambiguous and should not be intended to either mislead clients or create future enrolments or business.
20. Feedback given to children should be respectful, courteous, accurate and in the context of their age. Parents or the responsible adult should be included in all such communications with students.
21. Reports may be written or verbal. Reporting must be done at least once per semester, when the length of tutoring is for at least one semester.

## **Advertising and promotion**

22. Members must not use misleading or false advertising or marketing practices, which may include, but are not limited to, false or misleading representations concerning the price of tutoring services, false representations that tutoring services have benefits that they do not have; false or misleading representations concerning the need for tutoring.
23. The provisions of the *Competition and Consumer Act 2010* (Cth), Australian Consumer Law (ACL) and any additional State/Territory based consumer protection legislation apply, as well as the provisions of this Code.
24. Any claims made by Members in the course of advertising or marketing in any media are to be honest, accurate and verifiable.
25. The compilation and use of statistics should not intend to, or be presented in such a way, as to mislead clients. Only relevant statistics compiled from verifiable data may be used. Members are not allowed to make false or unverifiable claims of student successes.
26. Members must ensure that promotional material does not encourage unrealistic expectations about the outcomes attainable from tutoring.
27. Members must not make misleading or false comparisons with programs offered by competitors.
28. Members with current membership are entitled to use the letters M.A.T.A. to signify membership of the ATA.
29. Members are expected to use the ATA logo on any or all advertising media provided he/she complies with this Code.
30. The use of the ATA logo is only for current members. It is misleading to make any association to the ATA or use its logo if membership has lapsed, has been cancelled or is not current.

## **Standards of Tutoring Centres and Coaching Colleges**

31. Members must ensure that all wet areas are cleaned frequently and regularly in order to maintain a high standard of cleanliness.
32. Members must ensure that any premises used as a tutoring centre or coaching college for tutoring have appropriate council or local government approval for such use.
33. Members should ensure rooms are not crowded and that they allow for easy ingress and egress.
34. Members should have appropriate policies for Work, Health and Safety (WHS), child protection, and student wellbeing. Staff should be trained in and tested for understanding on these policies.
35. Members must provide an appropriately equipped first aid kit located in a prominent, easily accessible position, and ensure that all staff members know of its location. First aid kits are to be checked at least once per term to ensure they are appropriately stocked.



## **Curriculum and Programming**

36. If applicable, Members should state the relationship of programs with the Australian Curriculum and/or State based curricula and syllabuses. Members should also make a clear statement about which curriculum they follow.
37. Upon enrolment, any relevant curriculum or written programs must be available upon request for perusal by clients.

## **Plagiarism**

38. A Member shall not engage in any form of plagiarism or cheating. The creation of dependencies is NOT to be encouraged at ANY level. Members must apply practices consistent with the ATA Plagiarism Policy, which may be updated from time to time. This Policy is available from the ATA website at [www.ata.edu.au](http://www.ata.edu.au).

## **Uses of Artificial Intelligence (AI)**

39. The use of Artificial Intelligence (AI) can enhance a service offered by Members. Where AI is utilised, Members shall assess and validate the materials with appropriately qualified human resource.
40. Members need to be judicious in their use of AI during tutoring sessions. Members can train staff on the responsible use of AI by having them complete the ATA College module on the responsible use of AI.

## **Tutors who are teacher-trained**

41. A Member who is teacher-trained needs to behave in a manner consistent with professional standards expected of teachers. This means understanding that clients may be 'doubly vulnerable' on account of the trust they vest in such tutors as educational professionals.
42. Teacher-trained tutors are expected to exhibit a capacity to understand student learning, including the effects of anxiety and other factors impacting on learning that may need accommodation or adjustment by the tutor.

## **Business Operation**

43. Members must manage their business in an ethical and professional manner, including complying with relevant local, State and Federal legislation, (e.g. child protection, consumer, taxation, superannuation, workers compensation, work, health and safety and anti-discrimination).
44. Members must ensure that all tutors have had their child protection clearance checked PRIOR to any tutoring being conducted. Validation of the currency of the child protection clearance should occur annually, and clearances renewed by the tutor as required.
45. Members must ensure that interviews with tutors who will do face-to-face tutoring are conducted face-to-face [in person, not online] and may involve the prospective tutors doing practice questions and answering questions related to child safety, child protection and instructional methods.



46. Members must ensure that employees and agents acting on behalf of the business act in an ethical and professional manner and do not use unreasonable sales methods to sell tutoring or educational services (e.g. threats, fear, pressure or coercion).
47. Members must not describe a period of tuition, or part of a period of tuition, as free or discounted if the tutoring is increased in price, decreased in quality or is restricted in any manner as a result of the offer.
48. Members must ensure that all employees are conversant with this Code of Conduct.

#### **Written Tutoring Agreements or Contracts (where they exist)**

49. Members shall ensure that any tutoring agreement:
  - (a) states the name and address of the parties to the agreement including Australian Company Number (ACN) for corporations and Australian Business Number (ABN);
  - (b) sets out clearly and unambiguously the rights and responsibilities of the Member and the client;
  - (c) states whether the agreement is subject to a cooling off or trial period and if so, for how long; and
  - (d) discloses the full price of the tutoring being offered, including (where applicable):
    - i. the joining fee, application fee or any other upfront fee applicable;
    - ii. the fee for each session of tutoring;
    - iii. the amount payable, frequency of payments and minimum term applicable to the agreement;
    - iv. the total fee for the tuition program;
    - v. any other fees payable, or that may be payable, under the tutoring agreement; and
    - vi. any cancellation fee and the circumstances under which such fees are payable.
50. Contracts will not generally have default rolling clauses. Where there are such clauses, clients must be informed about the clause. Where a client seeks to opt out of a rolling clause contract, they should be able to do so without financial penalty (such as having to pay for the full term of the renewed or rolled contract).
51. Members must give a copy of the proposed tutoring agreement to any prospective client, if requested and a copy to the client of the signed agreement upon enrolment.

## Refunds

52. All Members must have a written Refund Policy which must be available for clients.
53. The Member's Refund Policy must be consistent with all relevant Federal and State legislation.
54. Members cannot ever display a sign saying "No Refunds" as this is misleading. Consumers do have the right to a refund if there has been a breach of statutory conditions - *Competition and Consumer Act 2010 (Cth)*. Such conditions include working with due care and skill and providing the level of service promised or advertised.

## Confidentiality

55. Members shall comply with the *Privacy Act (1988) (Cth)* by adhering to the National Privacy Principles.
56. Information in client files including that relating to assessment, attendance, behavioural observations, billing, reports and personal details shall be made available for the client's perusal upon request.

## Conflicts and Complaints Resolution Procedure

In the first instance when a complaint comes to the ATA Office the protocol is to ask the complainant to complete an ATA Complaints Form so that the complaint is put in writing. In the process specific reference to which sections of the ATA Code are in question is detailed. After this step we then approach the business or tutor involved and ask them for their version of events. The CAC will not convene until after the business has been given a chance to put a case.

57. Members will make every reasonable effort to fairly and quickly resolve any complaint made by a client.
58. Where an oral complaint is made to a Member the person receiving the complaint will:
  - (a) identify themselves, listen, record details and determine what the complainant wants;
  - (b) confirm the details received;
  - (c) explain the complaints resolution procedure, and advise of alternative courses of action;
  - (d) resolve the complaint immediately if possible or make a commitment to resolve the complaint within a given time frame; and
  - (e) follow up the complaint as appropriate e.g provide the complainant with feedback regarding the result of any action taken by the Member to resolve the complaint.
59. Where a written complaint is made the Member will:
  - (a) provide the complainant with written feedback within ten (10) days of receiving the complaint regarding the action taken by the Member to resolve the complaint; and





- (b) if it is not possible to resolve the complaint within ten (10) days, provide written acknowledgement of receipt of the complaint within seven (7) days and specify the time frame within which the complainant will receive feedback regarding any action taken by the Member to resolve the complaint.
- 60. Members will ensure that all staff are familiar with the Member's complaints resolution policies.
- 61. Where a complaint cannot be resolved between the Member and the client, the Member must advise the client of the client's right to refer the complaint to the ATA. Either party can refer the complaint to the ATA.
- 62. Where a complaint is referred to the ATA, the Committee will, as soon as practicable after the referral, hear the complaint and notify the parties in writing of the determination.
- 63. Where the ATA determines that a Member has breached the Code, the ATA will apply sanctions as per the ATA Constitution.



### **PART III – ADMINISTRATION of the ATA CODE**

64. This Code of Conduct will be administered by the ATA (Ltd). The Committee of the ATA will appoint a **Code Administration Committee (CAC)**, consisting of not less than two (2) Board Members.

#### **The CAC Process**

The CAC will look at the complaint and any evidence provided by the complainant. It will then look at the member's evidence, including any evidence of how it followed the ATA Code of Conduct in the way the conflict was handled. The CAC looks for clear evidence of how/whether the complaints procedures detailed in the ATA Code of Conduct were followed. Each member should familiarise themselves with the Complaints Procedures as each member is bound it.

If a Member opts to dismiss the authority of the ATA, then the Member forfeits their right to membership.

The ATA Code of Conduct is what gives the public confidence in ATA membership.

#### **Promotion of the Code**

65. The ATA is responsible for the promotion of the Code.
66. The Code shall be included on the website of the ATA.

#### **Sanctions**

67. Where a breach of the Code has been determined, the ATA will seek corrective action to be taken by the Member concerned. Such action is not limited to but may include a requirement for:
- (a) advertising to be amended or withdrawn;
  - (b) corrective advertising to be placed;
  - (c) corrective communications to clients concerned;
  - (d) communications (written or electronic) to be amended or withdrawn; and
  - (e) the withdrawal of programs or materials failing to meet the standards of the Code.
68. The ATA may, at its own discretion, issue warnings or censures to non-complying Members.
69. If corrective action is not taken within the time allocated in accordance with ATA directions, the Member's membership to the ATA may be suspended for a specific time period, or in the event of continued non-compliance, the ATA may expel the Member.
70. Following expulsion from the ATA the expelled Member may not claim on-going membership in any advertising or communications and must immediately cease and desist from making references to the ATA, the ATA Code or any other aspect of the ATA. Non-members may not claim any relationship to the ATA.

