

Australian Tutoring Association (ATA) Ltd.

Code of Conduct*



NOTE

*** The ATA Code of Conduct may be changed from time to time without 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 the Code.

Interpretation

3. In this Code, unless stated otherwise:

"Child safe" means that the child was safe from inappropriate conduct of an implicitly or explicitly sexual nature;

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

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

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

"Member" means a Full Member of the Australian Tutoring Association (ATA) Inc. and includes Affiliate Members.

"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.

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

"tutoring" may be used interchangeably with the terms "teaching" or "coaching".

"Tutoring Centre" means an establishment where commercial teaching or tutoring services are provided. The term may be used interchangeably with the term "Education Centre";

"Tutoring Organisation" means an organisation which exists to provide educational tutoring services.



PART II – TUTORING ORGANISATIONS’ OBLIGATIONS – THE CODE OF CONDUCT

ATA Member Obligations

4. Tutoring organisations will use their resources for the best educational outcomes for students.
5. Individual Members will use their educational skills to the best of their ability to teach students so that they improve in the subject/s in which they are being tutored.
6. Members will use their teaching and learning practices and resources to enhance students’ self-esteem and confidence to learn.
7. All ATA Members must ensure that a copy of the ATA Code of Conduct available for clients to peruse as requested.

Additional Obligations

7A. Tutors who tutor within a child’s home or their own home has an obligation under this Code to ensure that the tutoring takes place when there is a responsible adult present and in an open and accessible part of the home. Tutoring is NOT allowed to take place in a bedroom.

7B. For each session where tutoring takes place in a child’s home, a responsible 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.

Qualifications

8. An Organisational Member must ensure that all tutors have been trained in the organisation’s curriculum and methods of teaching.
9. A Member 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.
10. All tutors employed by organisations are to be assessed at least once annually in order to maintain educational standards. The assessment of tutors 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.



Duty of Disclosure

11. A Member must ensure that clients have sufficient information to make 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 outcome of the assessment;
 - (b) (upon request) enable prospective clients to inspect the relevant programs and curriculum;
 - (c) inform prospective clients of the qualifications and experience of the relevant tutors.
 - (d) upon request, provide accurate written reports to clients on the learning progress of students (who are under the age of 18 years).

Pre tests, post tests, other assessments and reporting

12. 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 accurate, professional and honest manner.
13. The results of any formal assessing or testing must be made available to clients
14. 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. Streaming or suggestions that clients undertake tutoring should be justified on the basis of appropriate interpretation and disclosure of assessment results.
15. 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.
16. 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

17. A Member 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. The provisions of the *Competition and Consumer Act 2010* (Cth) and any State/Territory based consumer protection legislation apply, as well as the provisions of this Code.
18. Any claims made by Members in the course of advertising or marketing in any media are to be honest, accurate and verifiable. 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.
19. A Member must ensure that promotional material does not encourage unrealistic expectations about the outcomes attainable from tutoring.
20. A Member must not make misleading or false comparisons with programs offered by competitors.
21. A Full Member is entitled to use the letters M.A.T.A. whereas an Associate Member may only use the letters A.A.T.A. to signify membership of the ATA.
22. A Full Member may use the ATA logo on any or all advertising media provided he/she is in compliance with this Code. An Associate Member may not use the logo.

Standards of Tutoring Centres and Coaching Colleges

23. A Member must ensure that all wet areas are cleaned frequently and regularly in order to maintain a high standard of cleanliness.
24. A Member 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

25. Where relevant, and if applicable, a Member should state the relationship of programs with State based Board of Studies curricula and syllabuses.
26. Individual tutors (who are not employees of organisations) must provide a written statement outlining an intended pattern of study for the period of tuition, where the period of tuition is more than one term.
27. Any relevant curriculum or written programs must be available upon request for perusal by clients.

Plagiarism

28. 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.

Business Operation

29. A Member must manage his/her business in an ethical and professional manner, including complying with relevant local, State and Federal legislation, (e.g. child protection, trade practices, taxation, superannuation, workers compensation, occupational health and safety and anti-discrimination).
30. In States or Territories where child protection legislation exists, Members must ensure that all tutors have completed the necessary forms and that these have been submitted to the relevant agencies PRIOR to any face-to-face tutoring being conducted.
31. In States or Territories where child protection legislation does not yet exist, Members must require all tutors to sign a Statutory Declaration stating that they have no prior or pending charges or convictions from any jurisdiction relating to, or involving, children in any capacity.
32. Members must ensure that interviews with tutors are conducted face-to-face and may involve the prospective tutors doing practice questions and answering questions related to child protection and education.
33. Members must ensure that employees and agents act in an ethical and professional manner and do not use unreasonable sales methods to sell tutoring or educational services (e.g. threats, fear or coercion).
34. A Member 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.
35. Members must ensure that all employees are conversant with this Code of Conduct.



Written Tutoring Agreements or Contracts (where they exist)

36. The Member shall ensure that the 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 that the agreement is subject to a cooling off period; 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.
37. A Member 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

38. All ATA Members must have a written Refund Policy which must be available for clients.
39. The Member's Refund Policy must be consistent with all relevant Federal and State legislation.
40. 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 appropriate care and skill, and providing the level of service promised or advertised.

Confidentiality

41. A Member shall comply with the *Privacy Act* (1988) (Cth) by adhering to the National Privacy Principles.
42. 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 does not convene until *after* the business has been given a chance to put a case.

43. A Member will make every reasonable effort to fairly and quickly resolve any complaint made by a client.
44. Where an oral complaint is made to a Member the person receiving the complaint will:
 - (a) identify himself/herself, 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.
45. 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 result of 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 the result of action taken by the Member to resolve the complaint.
46. The Member will ensure that all staff are familiar with the Member's complaints resolution policies.
47. 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.
48. 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.
49. Where the ATA determines that a Member has breached the Code, the ATA will apply sanctions as per the ATA Constitution.



PART III – ADMINISTRATION

50. 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) committee 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 its right to membership, as the ATA Code of Conduct is what gives the public confidence in ATA membership.

Promotion of the Code

51. The ATA is responsible for the promotion of the Code.
52. The Code shall be included on the web-site of the ATA.

Sanctions

53. 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 mailing to clients concerned;
 - (d) literature or stationery to be amended or withdrawn; and
 - (e) the withdrawal of programs or materials failing to meet the standards of the Code.
54. The ATA may, at its own discretion, issue warnings or censures to non-complying Code Members.
55. 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.
56. Following expulsion from the ATA the expelled Member may not claim on-going membership in any advertising and must immediately desist from using any literature and stationery referring to the ATA Code.

