

## ELTSH Appropriate Body

## Service Level Agreement



Connecting  
Hackney and  
Tower Hamlets  
Schools

2024

### Purpose of document

This Service Level Agreement (SLA) is intended to define the Early Career Teacher (ECT) Induction services provided by the ELTSH Appropriate Body as well as the responsibilities of the school or college. East London Teaching School Hub (or ELTSH) is the trading name of Mulberry Schools Trust, a company limited by guarantee (Company No. 10035860) and exempt charity, whose registered address is C/O Mulberry School for Girls, Richard Street, Commercial Road, London, E1 2JP.

This SLA is based on [statutory guidance \(Induction for Early Career Teachers - England\)](#) which sets out the responsibilities of the Appropriate Body and the school or college.

This SLA will be reviewed annually, although will be updated as necessary to reflect any changes to statutory guidance.

**By digitally signing an ECT's registration on ECT Manager, the Head Teacher of the school or college confirms that they have read, understood and will comply with the terms of this service level agreement.**

I confirm that for each ECT registered:

- the post to which the ECT has been appointed is suitable for the purposes of ECT Induction as described in the Statutory Guidance (section 2.18) - [A suitable Post for Induction](#)
- The award of QTS has been made to the ECT
- The ECT has been provided with a named contact (or contacts) within the appropriate body with whom to raise concerns. Contact: Tessa Blair [ab@eastlondontsh.org](mailto:ab@eastlondontsh.org)
- A mentor has been identified with the ability and sufficient time to carry out their role
- The mentor meeting is a protected, timetabled period within the school day
- The induction tutor has the ability and sufficient time to carry out their role
- The school is providing a reduced timetable for ECTs (10% reduction) in addition to PPA Year 1. 5% reduction in addition to PPA Year 2.
- I have established whether the ECT has undertaken any induction in a previous school/s and have received the reports from the Previous AB which I will share through ECT Manager
- I give permission to ELTSH to request previous induction reports on my behalf where I have not already provided

### Actions Required by School

1. Register ECT(s) online using ECT Manager <https://eastlondontsh.ectmanager.com/Login.aspx>
2. Pay invoice issued.

ELTSH's agreement to act as the Appropriate Body will be confirmed by authorisation of the registration of the ECT(s) on ECT Manager (online system).

## Eligibility to begin ECT Induction

Induction may only begin when:

- The ECT has been awarded QTS;
- The ECT has been registered for induction by the employing school/college with the Appropriate Body and their eligibility to begin induction has been verified by the Appropriate Body;
- The school has confirmed with ELTSH which ECF programme each ECT will be following;
- ELTSH has agreed to act as the Appropriate Body by authorising the registration

## The Service Provided

ELTSH will fulfil those statutory responsibilities, which are required of an Appropriate Body. These responsibilities are described in the document *Induction for early career teachers – England*.

1. The Appropriate Body will:
  - 1.1. Register the ECT with the Teaching Regulation Agency (TRA);
  - 1.2. Calculate the period of induction for each ECT and advise the dates due for the completion of assessment forms and progress reviews based on information provided at registration and TRA records;
  - 1.3. Send email reminders of the dates for submission of assessment forms and progress reviews;
  - 1.4. Provide induction support materials for ECTs, induction tutors and headteachers;
  - 1.5. Provide access to an online recording and reporting system (ECT Manager);
  - 1.6. Provide telephone, email and video conference support for ECTs, induction tutors and headteachers;
  - 1.7. Quality assure the provision of ECT Induction through the scrutiny of assessment forms, progress reviews, monitoring visits to a sample of schools/colleges and tracking engagement with ECT update emails;
  - 1.8. Provide the ECT, in accordance with the statutory guidance, with a named contact within the Appropriate Body with whom to raise concerns that have not been resolved by the school/college;
  - 1.9. Provide advice and guidance by telephone, email and video conference when an ECT is assessed as being at risk of not meeting the Teachers' Standards by the end of induction;
  - 1.10. Provide additional support and guidance in person through on-site visits as agreed. The amount of time allocated to the additional support will be agreed with the school/college in advance.
  - 1.11. Consider written requests from schools/colleges to reduce the length of the induction period, if they meet the criteria set out in the handbook;
  - 1.12. Make a decision about the satisfactory completion of the induction period for each ECT and communicate this decision to the TRA, the ECT and their school/college within the required timescales;
  - 1.13. Submit evidence to the TRA appeals panel in the event of an ECT failing induction and appealing the decision;
  - 1.14. Attend a TRA appeal hearing in the event of an ECT failing induction and appealing the decision;
  - 1.15. Retain appropriate records for at least the minimum legal period (currently 6 years);

## School Responsibilities

The school/college will fulfil those statutory responsibilities which are required of an institution employing an Early Career Teacher. These responsibilities are described in the document *Induction for Early Career Teachers – England*.

2. The school/college will:
  - 2.1. Check and confirm that each ECT has Qualified Teacher Status prior to registration with the Appropriate Body;
  - 2.2. Register each ECT with the Appropriate Body before the ECT Induction Period commences. Note – any period of employment before confirmed registration with the Appropriate Body will not count towards the Induction period;
  - 2.3. Establish how many terms of induction an ECT has previously completed (if any) and obtain interim assessments, progress reviews and assessments from the ECT's previous school/s or Appropriate Body/ies.
  - 2.4. Register each ECT on the DfE Registration service (DfE Manage Early Career Teaching)- (unless an independent school)
  - 2.5. Support the ECT to successfully complete an Early Career Framework Programme.
  - 2.6. Designate appropriately qualified (must hold QTS) and experienced teachers as ECT Induction Tutors and ensure that they have sufficient time to enable them to fulfil this role effectively;
  - 2.7. Ensure that all induction tutors and ECTs attend training on ECT Induction as required by the Appropriate Body. Note – all induction tutors are required to attend an online or face-to-face briefing at the beginning of the induction period;
  - 2.8. Ensure that each ECT has an ECF based induction programme
  - 2.9. Ensure that regular mentoring take place through a protected, timetabled mentor period within the school day (every week in Year 1 and every other week in year 2)
  - 2.10. Ensure that the Induction Tutor meets with each ECT at least termly, informing the assessment process
  - 2.11. Require appropriate staff to be familiar with the requirements for ECT Induction (Statutory Guidance);
  - 2.12. Ensure the school is providing a reduced timetable for ECTs (10% reduction) in addition to PPA Year 1. 5% reduction in addition to PPA ;
  - 2.13. Ensure the ECT is observed teaching at regular intervals throughout the period of induction – a minimum of one formal lesson observation per term (3 per year) – with written feedback provided;
  - 2.14. Ensure the ECT is observed teaching by the headteacher at least once during each year of induction. The headteacher may delegate this role to another member of the senior leadership team;
  - 2.15. Complete and submit statutory progress reviews and assessment forms following the guidance of the Appropriate Body by the dates set by the Appropriate Body;
  - 2.16. Co-operate with requests for information, or requests to arrange a QA/support visit from the Appropriate Body, in a timely way;
  - 2.17. Inform the Appropriate Body immediately should there be any evidence that an ECT may be at risk of not meeting the Teachers' Standards by the end of the induction period, by emailing the named contact at the Appropriate Body;
  - 2.18. Provide a *Personal Support Programme* and additional support as necessary to allow an at risk ECT the best opportunity to meet the Teachers' Standards;
  - 2.19. Make a recommendation to the Appropriate Body on whether the ECT's performance against the Teachers' Standards is satisfactory or unsatisfactory at the end of the induction period;
  - 2.20. Inform the Appropriate Body promptly if the induction tutor changes at any point through the induction period;
  - 2.21. Inform the Appropriate Body promptly if an ECT leaves the school/college and complete and submit an interim assessment form before the ECT leaves;
  - 2.22. Inform the Appropriate Body promptly if an ECT's contract changes;
  - 2.23. Inform the Appropriate Body promptly if an ECT goes on leave, e.g. maternity leave, compassionate leave;
  - 2.24. Inform the Appropriate Body promptly if the ECT has significant (10 days or more) absence;
  - 2.25. Retain induction records for at least the minimum statutory period (currently 6 years).

## Service Charges

The charge for the services described above are as follows:

Schools registered on a Provider-led Full Induction Programme	£450 per ECT over two years Paid in two instalments: Y1: £ 250 per ECT payable. Y2: £200 per ECT payable.
Schools who have opted for the ECF Core Induction Programme	£650 per site and 1 <sup>st</sup> ECT over two years, with each additional ECT £450. Paid in two instalments: Y1: £ 350 for 1 <sup>st</sup> ECT payable, £250 each additional ECT. Y2: £300 for 1 <sup>st</sup> ECT payable, £200 each additional ECT.
Schools who have opted to design a School-Based Programme	£950 per site and 1 <sup>st</sup> ECT over two years, with each additional ECT £450. Paid in two instalments: Y1: £ 500 for 1 <sup>st</sup> ECT payable, £250 each additional ECT. Y2: £450 for 1 <sup>st</sup> ECT payable, £200 each additional ECT.

### **An example**

*A school has 4 ECTS and is registered on the Provider-led Full Induction Programme. They will be charged:*

*£450 for each ECT..*

*The total charge is £1,800.*

*This is paid in two instalments- one per year.*

*In Year 1 the payment is: £1,000. In Year 2 the payment is £800.*

### **Additional Charges:**

£175 for assessment in response to request to reduce induction period in exceptional circumstances. (This is the same charge as a one term CIP route for those ECTs who have completed AO route and are eligible for reduced induction).

### **Fees for ECTs joining a school/college part-way through induction or on shorter contracts:**

	Registration	Per term	Per year (3 terms)
From a school already registered on ELTSH ECT Manager	£0	£100	£250
From a school new to the Appropriate Body the cost is dependent on the type of ECF teacher development programme:	£50		
Provider-led FIP		£100	£250
CIP		£125	£350
School-based		£175	£500

Please note that no refunds will be given where an ECT leaves a school during an assessment period (i.e. within the year).

ELTSH will submit invoices for the Fees annually: at the start of the induction and following the first formal assessment point (i.e. before they start their second year of induction. You must pay each invoice due and submitted by us to you, within 14 days from the date of the invoice, to a ELTSH bank account notified in writing to you.

If you fail to make any payment due to ELTSH under this Agreement by the due date for payment, we may contact you to discuss any payment issues. Without limiting our remedies under clause 5 of the Further Terms and Conditions (Duration and end of this Agreement), ELTSH may suspend all services to you under this Agreement until payment has been made in full.

All amounts due under this Agreement from you to ELTSH shall be paid by in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **FURTHER TERMS AND CONDITIONS**

### **1. Liability**

1.●.1 To the extent permitted by law, our total liability in respect of all other losses arising under or in connection with this Agreement shall be capped at [the amount paid and owed by you under this Agreement for the year in which the liability arises].

1.●.2 ELTSH accepts no liability or responsibility:

(a) for any loss or damage of any kind arising directly or indirectly from your acts or omissions in connection with this Agreement.

(b) to the fullest extent permitted by law, for any losses arising from any act or omission by us other than in the case of fraud, wilful default or gross negligence (save in the case of fraud or wilful default).

(c) ELTSH accepts no liability for any indirect or consequential losses.

### **2. Confidentiality**

2.●.1 The parties shall use all reasonable endeavours to ensure that Confidential Information is only used for the purposes of this Agreement and shall not be disclosed to anyone else except as permitted by this Agreement. The provisions of this clause shall survive termination of this Agreement.

2.●.2 "Confidential Information" means any and all information which the other party may receive or obtain in connection with this Agreement, and all other information of a confidential nature which may become known to the other party in connection with this Agreement, including but not limited to information about ELTSH or its suppliers that is commercially sensitive, but not including information:

(a) in the public domain (otherwise than by breach of this Agreement); or

(b) in the lawful possession of the receiving party before the date of this Agreement (other than through liaison between the parties before and in anticipation of this Agreement); or

(c) obtained from a third party free to divulge it; or

(d) required to be disclosed by a court or other competent authority;

(e) properly disclosed on a confidential basis to staff, agents or professional advisers of the respective parties, for the purposes of this Agreement; or

(f) was released into the public domain by mutual agreement between the parties.

### 3. **Data protection**

3.●.1 Each of ELTSH and you shall comply at all times with all applicable data protection laws in respect of any personal data processed by either of us pursuant to this Agreement.

### 4. **Dispute Resolution, concerns and complaints**

4.●.1 If you have any issues or concerns concerning this Agreement, you should raise them first with the Director of ELTSH in writing, to be resolved informally. Complaints should be addressed to: Director of ELTSH, Mulberry School for Girls, Richard Street, Commercial Road, London E1 2JP.

4.●.2 Complaints that cannot be resolved satisfactorily by the Director of ELTSH will be escalated and considered by the CEO of Mulberry Schools Trust.

### 5. **Duration and end of this Agreement**

5.●.1 The Agreement shall commence on the date the ECT's registration is authorised by ELTSH and continue until the end of their induction period at the school/ college.

5.●.2 Either party may terminate this Agreement on one term's written notice.

5.●.3 ELTSH may terminate this Agreement immediately by written notice if you:

(a) have committed a serious breach of this Agreement (including, but not limited to, non-payment of the Fees or if your actions bring or are likely to bring ELTSH's name or reputation into disrepute in our reasonable opinion);

(b) have not remedied a breach in accordance with the required action and timescale contained in a breach notice served on you by ELTSH;

(c) have repeated a breach, or committed a series of breaches, which as a result of the repetition, or cumulatively, amount to a serious breach of this Agreement;

5.●.4 This Agreement will terminate in respect of each ECT in the event that:

(a) the ECT resigns from the post before the end of the induction period;

(b) the ECT's contract with the employing school/college ends;

(c) the ECT completes their full induction period.

5.●.5 The end of this Agreement shall not affect any right of either party that has arisen before termination.

5.●.6 Any provision of this Agreement that is expressly, or by implication, intended to have effect after termination shall continue in force for the intended period.

### 6. **General**

6.●.1 *Force Majeure*

(a) Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay results from a Force Majeure Event.

(b) A party experiencing a Force Majeure Event shall give the other party full particulars of the circumstances and use reasonable endeavours to resume performance as soon as possible. In such circumstances, the affected party shall be entitled to a reasonable extension of the time for performing such obligations.

(c) "Force Majeure Event" means: any cause affecting the performance by a party of its obligations under this Agreement arising from acts, events, omissions or non-events beyond its reasonable control, including acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake, a pandemic, epidemic or disease (including COVID-19) and any disaster, but excluding an event which a party could have prevented or to the extent it could have been mitigated by contingency planning.

6.●.2 This Agreement does not and is not intended to provide any third party with any rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

6.●.3 Nothing in this Agreement shall create or evidence a partnership, agency or joint venture between ELTSH and you and no party shall have any authority to bind the other in any way.

6.●.4 No delay, single or partial exercise or omission of either you or ELTSH in exercising any right under this Agreement shall operate to impair or waive any such right.

6.●.5 No variation to this Agreement shall be effective unless it is agreed in writing and signed by or on behalf of each of you and ELTSH. For the avoidance of doubt, variation in writing includes agreement by email where the email is received from an email address of a person authorised by that party to agree variations.

6.●.6 Neither you nor ELTSH may assign or transfer any of its rights, benefits or obligations under this Agreement without the prior written consent of the other party.

6.●.7 This Agreement comprises the whole agreement between you and ELTSH. You and ELTSH each acknowledge that in entering into this Agreement, neither of us relies on, and shall have no remedies in respect of, any statement, representation, assurance or warranty that is not set out in this Agreement.