

An Roinn Oideachais agus Scileanna
Sráid Maoilbhríde
Baile Átha Cliath 1



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AN ROINN | DEPARTMENT
OIDEACHAIS | OF EDUCATION
AGUS SCILEANNA | AND SKILLS

Circular Number: 0025/2011

To: The Managerial Authorities of Recognised Secondary, Community & Comprehensive Schools and the Chief Executive Officers of Vocational Education Committees

Following discussions involving the Department, ASTI, TUI and School Management in relation to particular aspects of the Croke Park Agreement the attached document is now forwarded to schools for immediate implementation of all of its provisions.

One of the elements of the Agreement is the provision of additional time. As is set out in the document, the central purpose of this additional time requirement is to provide for a range of essential activities to take place without reducing class contact/tuition time. In keeping with this, schools are asked to ensure that they utilise this time so as to significantly eliminate the requirement for early closure or closure for half days or a day.

The additional time requirement is 33 hours for the 2011/12 and subsequent school years. In the case of the remainder of the current school year, the requirement is 5 hours.

Schools should now arrange for the necessary steps to be taken so as to ensure full and optimum usage of the additional time in the next school year. While accepting that the current school year is very advanced, every effort should be made to utilise the 5 hour allocation in the most productive manner consistent with the attached document.

Philip Crosby
External Staff Relations
8th April 2011

Additional time

1. The central purpose underlying the provision of additional time is to provide for essential activities as outlined in paragraph 5 below to take place without reducing class contact/tuition time. At present, schools lose tuition time in providing for these activities and it is intended that the use of these additional hours will eliminate that loss.
2. Over the course of the school year, the additional time provision amounts to 33 hours. Without prejudice to the provisions of paragraphs 5 and 6 below there will be consultation with the teaching staff at school level as to the optimum usage and scheduling of these hours in order to meet the requirements of the school and to significantly eliminate the erosion of class contact time.
3. The hours in question may be utilised by schools in the manner set out at (a) or (b) below or by a combination of (a) and (b).
 - (a) School management may designate the usage of the 33 hours in blocks of 1 or 2 hours (save in the case of additional parent/ teacher meetings where the existing time provisions set out in Circular M58/04 will apply). Except as set out at (b) below, these will be scheduled over the course of the 167 day school year and the time period should be scheduled outside the normal school hours.
 - (b) Where there is a consensus among the school staff to so do, school management may utilise all or part of the hours in question outside of the 167 days during which the school is open for tuition. Similarly, where there is a consensus, school management may utilise all or part of the hours in blocks of more than 2 hours over the course of the 167 day school year. In such event, the time period should be scheduled outside the normal school hours.
4. The quantum of the 33 additional hours available in the case of part-time teachers will be determined on a pro-rata basis.
5. School management may designate the use of the 33 hours to provide additional time to deal with some or all of the following items.
 - school planning and policy development (including subject planning)
 - staff meetings
 - parent teacher meetings (in line with the agreed formula for such meetings)
 - induction
 - nationally mandated inservice/ Continuous Professional Development eg. new programmes or syllabi

- approved school arranged inservice/ Continuous Professional Development
 - appropriate further education activities as set out in Appendix 1
 - substitution and supervision (see paragraph 6 below)
6. The additional hours should be utilised for purposes of substitution and supervision only to the extent to which they are not fully utilised for the other purposes specified above. Teachers who are not contracted into the Substitution & Supervision scheme will have their residual hours designated for purposes other than substitution and supervision.
 7. The 33 hours are over and above additional time provided for under existing agreements in relation to parent/teacher and staff meetings. In the case of staff meetings school management may utilise some of the additional hours to remove the 'half in' element of these meetings.
 8. The usage of the additional hours will be outlined as appropriate in the school calendar which is made available to the school community at the commencement of each school year.

Substitution and supervision

Teachers who are participants in the scheme of substitution and supervision will be available for three timetabled class periods per week under this scheme (while leaving the current maximum number of hours used per teacher under the scheme the same as at present).

Posts of Responsibility

School management may reassign post holders to alternative responsibilities from the approved post of responsibility schedule appropriate to the level of the post (special duties or assistant principal) as required by the priorities and needs of the school.

Reassignment within timetabled hours

In circumstances where a teacher is timetabled for a class period(s) with a group of students that are participating in an out of school activity which requires the absence from school of another teacher or teachers, the teacher may be reassigned, in accordance with his/her timetable, to facilitate that absence.

Further education

See Appendix 1

Redeployment

See Appendix 2

General

The Croke Park Agreement has as a core objective the need to ensure that the Irish public service continues its contribution to the return of economic growth and prosperity to Ireland, while delivering excellence in service to the Irish people. In keeping with this core objective and given the vital importance of education to our society, teachers will continue to cooperate with the implementation of change and will contribute to the realisation of national educational policies and objectives.

APPENDIX 1

Further Education

Teachers engaged in the delivery of Further Education will cooperate with each of the following as outlined below.

Programme development:

- Providers must develop new programmes to deliver new, migrated or harmonised awards.
- Programme development is voluntary for individual staff members.
- Programmes can be developed locally or nationally. Protocols for the development of National Programmes to be agreed between FETAC and the relevant VECs/Schools/Centres
- For local development a block of hours, from the additional 33 hours, may be allocated for programme development to a teacher who has agreed to develop a programme – the number of hours to be agreed locally.
- All new programmes will be developed using the new assessment procedures.

Recognition of Prior Learning:

- FETAC will develop national criteria for the recognition of prior learning.
- A number of VECs will be invited to set up RPL centres where RPL applications will be processed.
- It is the responsibility of the learner to provide the evidence to be processed in the RPL Centre.
- The role of the individual teacher will be to assist the learner forward the evidence to the RPL Centre.

Monitoring of QA Agreement:

- Monitoring by FETAC is an integral part of each providers QA agreement with FETAC.
- Under the QA Agreement teachers may be required to meet with the monitor and make available the relevant records and information.

Assessments:

- Teachers will continue to engage in the assessment procedures but within the framework of the new awards and programmes.
- Teachers will prepare the assessments in the required format for internal verification and external authentication.

Internal Verification:

- Teachers will, as heretofore, sign off on their results. These results will be entered electronically to FETAC as before.
- Verification that the assessments are completed in compliance with FETAC requirements is signed off by the Principal or an appropriate staff member with a responsibility for internal verification in consultation with the teacher concerned.
- The External Authenticator will sample learner evidence.

External Authentication:

- Teachers will, as heretofore, assist in preparing the assessments for examination by the External Authenticator who is appointed by the provider from a national panel of External Authenticators.
- Where necessary teachers will be available, as heretofore, during external authentication.

Results Approval Process:

- Each school/centre must develop a Results Approval Panel in accordance with its QA agreement with FETAC.
- Teacher participation on such panels is voluntary.
- Where a result has to be reviewed teachers may be requested to engage in the discussion.

Self Evaluation of Programmes & Services:

- Self evaluation of programmes and services is an integral part of each providers QA agreement with FETAC.
- Protocols for engagement in self evaluation to be developed locally in consultation with the teachers of the school/centre.
- Teachers to facilitate the process of self evaluation in accordance with such protocols.

APPENDIX 2

Redeployment scheme for teachers surplus to requirements other than in situations of school closure

A procedure in relation to redeployment of post primary teachers, surplus to requirements in school closure situations, was agreed under the provisions of the Towards 2016 agreement. The scheme set out in this document will apply to permanent/C.I.D. post primary teachers surplus to requirements in situations other than school closure. It will also apply to other persons employed as teachers in a permanent/ C.I.D. capacity and who are surplus to requirements.

Appointment of Director

1. Following consultation with the parties, the Minister will appoint Directors/ Assistant Directors (as appropriate) of the Redeployment Scheme who will be charged with implementing the scheme in accordance with the terms of this agreement and having regard to practical implementation issues. Each management body and teacher union may appoint an advisor/advisors to the Directors/ Assistant Directors. These advisors will be available to the Directors/ Assistant Directors for consultation purposes at their discretion and will assist in the identification of issues of a practical or logistical nature.

Notification of Vacancies

2. All recognised second level schools, or where appropriate their respective VECs, where required by the terms of the scheme, must notify all applicable vacancies in the school to the Director of the Redeployment Scheme. It shall be a condition of the subsequent filling of such a vacancy that it was notified to the Director as soon as it arises and as part of this process. No appointment shall be made without the express written authority of the Director.
3. The applicable vacancies for the purposes of the Redeployment Scheme are all permanent and temporary vacancies in whole or part posts, save where such posts cannot be deemed a vacancy by operation of law. In such event, the school should nonetheless notify the Director of the vacancy and stipulate the legal impediment to its being filled from the redeployment panel. In the operation of the scheme, the Director will have regard to the practicalities of filling short term vacancies by redeployment.
4. In the case of each post or part of a post coming within the scope of the Redeployment Scheme, the school authority, or VEC as appropriate, will identify the reason for the proposed appointment and indicate its subject/programme preferences for the filling of the post. The Director may require a school or VEC to disclose any further information he/she considers necessary for the effective operation of the scheme.

Identification of Surplus Teachers

5. An excess teacher situation arises when a school/VEC has in its employment one or more teachers in excess of its allocation subject to that surplus position representing more than 1% of the overall allocation of that school/VEC. The allocation figure for this purpose is the allocation on 31 December of the year prior to redeployment adjusted by policy decisions on the Pupil-Teacher Ratio and other teaching posts. Where in the case of a VEC, the surplus is distributed across a number of schools, the Director will have regard to any inequities arising from that fact in arriving at a view as to the required level of redeployment.
6. A school/VEC in a surplus teacher situation is obliged to make a return to the Director of the Redeployment Scheme, identifying the teacher(s) to be redeployed. The method for determining the teacher(s) to be redeployed will be as follows:
 - In the first instance the school/VEC will ascertain if there is a member of its existing staff who wishes to be considered for redeployment on a voluntary basis. An expression of such interest in voluntary redeployment will specify the geographic area to which the teacher in question wishes to be redeployed. The Board of Management/ VEC for its part must also indicate its capacity to release the teacher in question without replacement and consent to the application.
 - Where a school/VEC identifies a teacher for voluntary redeployment it will, in addition, follow the procedures set out in paragraph 7 below and identify a teacher for compulsory redeployment. In the event that it does not prove possible to redeploy the teacher who is the subject of the voluntary application, then the Director will proceed to redeploy the teacher nominated on foot of the procedures set out in paragraph 7 below.
7. A school/VEC in a surplus teacher situation will follow the following procedure to identify the teacher who shall be nominated to the Director for redeployment.
 - In the first instance the school/VEC will consider the position of the most junior teacher and form a view as to whether the school/VEC could cope with the loss of that teacher from within its existing approved resources. If the conclusion is in the affirmative then that teacher will be nominated to the Director for purposes of redeployment.
 - Pending a review next year, the parties have agreed that seniority for the purposes of this scheme will be determined on the following basis:
 - (a) Voluntary Secondary Schools - in accordance with paragraph D in Appendix Two of Circular PPT 29/02,

- (b) VEC Schools - in accordance with the principles set out in the internal Teacher Transfer Agreement of March 1999,
 - (c) Community and Comprehensive Schools - in accordance with Circular PPT 07/02.
- In the event that the school concludes that it is not possible to cope without the most junior teacher then it will review the position of the second most junior teacher in a like manner to that set out above. It will then move on to review the position of each teacher in reverse order of seniority until such time as it reaches a nominee whose redeployment can be coped with from within existing resources.
 - The teacher(s) nominated for redeployment will be provided with a statement by the school setting out the basis for its decision and why, given the curricular needs of the school, that person was nominated rather than those more junior.
8. Where a school/VEC is in a surplus teacher situation it is obliged, in all circumstances, to provide a nomination (or nominations if warranted by the level of surplus) to the Director.
 9. The procedure set out above must be followed until such time as the surplus position of the school/VEC is below one post or 1% of its overall allocation (whichever be the greater).
 10. In submitting details of the nominee for redeployment to the Director it will be open to the teacher so nominated to set out, in a form to be provided, details of where he/she considers that the process and procedures set out in this agreement were not complied with. The Director will consider these concerns and satisfy himself/herself that the process and procedures were followed in a correct manner.
 11. Where a school/VEC is of the opinion that its surplus position is strictly short-term or transient by reference to its historical and projected enrolment, it will be open to it to present its evidence for this opinion to the Director. Where the Director is satisfied that the surplus is strictly transient and will not endure, he/she may, at his/her discretion, defer a decision in relation to redeployment.

Redeployment of Teachers

12. The Director will draw up a panel of teachers to be redeployed.
13. In all cases the Director may assign a teacher to a school within a maximum radius of 50 kilometres from his/her existing school or where the teacher so requests from his/her place of residence. In the event that a teacher falls to be redeployed for a second or subsequent time, s/he will be given the option of choosing either his/her current school, previous school(s) or place of residence for the purposes of the operation of the scheme.

14. The Director will, to the greatest extent possible, seek to match a surplus teacher to a vacancy having regard to the curricular needs of the school and that surplus teacher's qualifications and previous teaching experience.
15. In the case of a teacher within the Community and Comprehensive School sector, the Director will assign that teacher to that post which, in the opinion of the Director, is most appropriate having regard to:
 - the curricular needs of the school
 - the teacher's preference where more than one post exists
 - the desirability to take account of a teacher's prior teaching experience and qualifications
 - travelling time for the teacher
 - any other factor deemed relevant by the Director
16. (a) In the case of a teacher within the Voluntary Secondary School sector, the Director will, in the first instance and where practicable, assign that teacher to that post in the Voluntary Secondary School sector which is most appropriate having regard to:
 - the curricular needs of the school
 - the teacher's preference where more than one post exists
 - the desirability to take account of a teacher's prior teaching experience and previous schools
 - travelling time for the teacher
 - any other factor deemed relevant by the Director

(b) In the event that, in the opinion of the Director, no such post exists in the Voluntary Secondary School sector, then the Director will assign the teacher to a post in the Community and Comprehensive School sector or the Vocational Education Committee sector having regard to:

 - the curricular needs of the school
 - the teacher's preference where more than one post exists
 - the desirability to take account of a teacher's prior teaching experience and previous schools
 - travelling time for the teacher
 - any other factor deemed relevant by the Director
17. (a) In the case of teacher within the Vocational Education Committee sector, and in the event of a suitable vacancy not being available within that particular VEC scheme in the first instance the Director will, where practicable, assign the teacher to that post in the Vocational Education Committee sector which is most appropriate having regard to:
 - the curricular needs of the school
 - the teacher's preference where more than one post exists
 - the desirability to take account of a teacher's prior teaching experience and previous schools

- travelling time for the teacher
- any other factor deemed relevant by the Director

(b) In the event that, in the opinion of the Director, no such post exists in the Vocational Education Committee sector, then the Director will assign the teacher to a post in the Community and Comprehensive School sector or the Voluntary Secondary School sector having regard to:

- the curricular needs of the school
- the teacher's preference where more than one post exists
- the desirability to take account of a teacher's prior teaching experience and previous schools
- travelling time for the teacher
- any other factor deemed relevant by the Director

18. Having due regard to the sequencing arrangements and other factors outlined in this document, where the Director cannot readily match a teacher to a post, he/she may, at his/her absolute discretion, assign the teacher to that school whose curricular needs, in the opinion of the Director, most closely match the teacher's qualifications and teaching experience. Where in consequence of a redeployment decision a school has a residual curricular need it is open to that school to apply through the curricular concession process in the normal way.
19. The Director will satisfy him/her self that the teacher being redeployed will respect the ethos of the school to which he/she is being assigned and the teacher will agree to respect the ethos of the school in question.
20. The assignments made by the Director will be binding on all parties and the teacher will become a member of the teaching staff of the receiving school and an employee of the board of management or VEC as appropriate, and, subject to the terms of paragraph 21, be governed by the terms and conditions applicable to that sector.
21. Teachers redeployed in consequence of these arrangements will transfer their reckonable teaching service for promotion purposes in the previous school to the receiving school and this service will be reckonable for promotion purposes in the receiving school. This is subject to one exception that a teacher being redeployed from a voluntary secondary school to a receiving voluntary secondary school will not transfer reckonable teaching service for promotion purposes.
22. All post-holders will retain their posts of responsibility allowance on a personal basis on redeployment. Post-holders will be required to carry out in-school management duties in the receiving school in line with the needs of that school.
23. It will be open to the parties at the behest of a redeployed teacher or a receiving school to seek a review of a redeployment decision by the Director by 31 March of the year after redeployment took place. In conducting this review the Director will consider the extent to which the terms of the scheme were met and any other relevant factors raised by the parties. The Director may at his/her absolute

discretion either confirm the original redeployment or put in place a revised redeployment within the terms of the scheme.

24. Where on foot of the operation of this scheme, a surplus teacher is redeployed into a temporary post and falls to be redeployed a second or subsequent time, the Director will make every possible effort to ensure that the subsequent redeployment is to a permanent post.

Miscellaneous

25. It will be an objective of the operation of this scheme that it be operated pragmatically having regard to practical implementation and logistical issues. It will be a further objective of this scheme that in any given year it will be finalised by 31 May so as to facilitate the filling of vacancies. This aspect will be reviewed for future years with a view to achieving improved timelines.
26. In the course of discussions leading up to this agreement, the parties identified that there are situations where teachers in schools not in a surplus teacher position might wish to transfer on a voluntary basis to another area of the country. It is acknowledged that such voluntary movement, if provided for, could in some cases assist the operation of redeployment. Accordingly it is agreed between the parties that further discussions will take place in Autumn 2011 with a view to having a pilot scheme in operation as soon as is practicable.