

# ANGUS JOINT NEGOTIATING COMMITTEE FOR TEACHERS

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SCH/SF

Dear Colleague

## **AJNCT/3 (AMENDED MARCH 2010) CONTINUING PROFESSIONAL DEVELOPMENT**

The nationally agreed package of pay and conditions of service for Scottish teachers "A Teaching Profession for the 21<sup>st</sup> Century" required teachers to undertake an additional contracted 35 hours per annum (as a maximum) of continuing professional development (CPD).

Following discussions in the former Joint Consultative Committee (Teachers), agreement on guidelines for the implementation of CPD in Angus was reached by that Committee on 10 December 2001. These guidelines are attached as **Appendix 1** to this Circular.

The Learning Agreement between the Educational Institute of Scotland (EIS) and Angus Council was approved by the Angus Joint Negotiating Committee for Teachers at its meeting on 10 February and ratified by the Staffing Sub-Committee on 4 March 2010 this is attached as **Appendix 2** to this Circular. This Agreement sets out to:

- Identify the respective roles of Learning Representatives and of the relevant personnel within the Council;
- Emphasise the importance of collegial working within education;
- Clarify the relationship between the Council and Learning Representatives;
- Set out arrangements for managing and maintaining relationships;
- Prevent duplication of effort, confusion or conflict.

Yours sincerely

**SHEONA C HUNTER  
PHILIP JACKSON**

Joint Secretaries

cc: Chief Executive  
Acting Director of Education  
Head of Finance  
Assistant Chief Executive

Enc.

## ANGUS JOINT NEGOTIATING COMMITTEE FOR TEACHERS

### “A TEACHING PROFESSION FOR THE 21<sup>ST</sup> CENTURY”

#### GUIDELINES ON CONTINUING PROFESSIONAL DEVELOPMENT (CPD)

[NB – The implementation of these guidelines within each school should be the subject of discussion/consultation within the school's consultative staff group]

#### 1 BACKGROUND

- 1.1 The tripartite national agreement requires teachers to undertake (from August 2001) an additional contracted 35 hours per annum (as a maximum) of Continuing Professional Development (CPD) which

*“shall consist of an appropriate balance of Personal Professional Development, attendance at nationally accredited courses, school-based activities or other CPD activity.”*

- 1.2 The national agreement recognises that

*“a quality based framework for professional development will take some time to deliver and teachers will work towards, but not be expected to meet the full commitment until August 2003.”*

- 1.3 The national agreement also states that

*“CPD should be a condition of service including every teacher having a commitment to CPD, with individual CPD plans agreed once a year with the immediate manager, and teachers maintaining a personal record of CPD.”*

#### 2 UNDERLYING PRINCIPLES

- 2.1 The Shared Vision of Angus Council's education service commits all of us to

“realising the potential of all children, young people and staff” by:

“putting people at the heart of all we do”,

“nurturing an ethos of achievement”,

“striving for sustainable improvement” and

“working co-operatively”

- 2.2 In terms of CPD, the Shared Vision is particularly apposite and chimes in well with the Council's statutory obligation to secure improvement in the quality of school education with a view to raising standards of education. (Standards in Scotland's Schools etc Act 2000 Section 3)

- 2.3 The recurring theme in the national agreement of “collegiality” has a high degree of consonance with the commitment in The Shared Vision to work co-operatively, with CPD for each individual teacher being developed as a partnership between that teacher and her/his line manager.
- 2.4 A positive attitude to CPD could legitimately be described as a fundamental value which should be deeply embedded within the culture of the Angus Education Service. These guidelines have been prepared with a view to further cultivating this fundamental value.
- 2.5 There should therefore be an expectation that teachers will be continuously seeking out CPD opportunities.

### 3 **WHAT, HOW AND WHEN?**

#### 3.1 What sort of activities should be considered as contributing towards the contractual commitment to CPD?

3.1.1 We should be aiming to encompass as wide a range of activities as possible, including:

- in-school development work by participation in working groups
- attendance at courses (eg NOF IT Training)
- sharing good practice with colleagues in other schools
- whole-school activities

3.1.2 It will also be important to recognise that a number of legitimate and valuable CPD activities may well be undertaken during the course of the teacher’s contractual 35 hour week, eg:

- widening one’s teaching experience (by teaching new courses, or by developing new curricula)
- teaching demonstration lessons for the benefit of colleagues
- observing other teachers at work (in base school and/or in other schools)
- leading discussions (and participating in discussions) with colleagues on specific education topics

3.1.3 An annual CPD plan should therefore encompass activities which are undertaken during the “normal” working week and activities which are undertaken as the additional contractual obligation now agreed.

3.1.4 The activities undertaken should be planned in advance (usually on an annual basis) with a view to achieving the improvement objectives and development priorities set out in the Education Service Plan, in the School Development Plan (in the Departmental Plan in secondary schools) and in the teacher’s own Personal Action Plan.

#### 3.2 How is a teacher to ensure that she/he accesses entitlement to an annual CPD programme?

3.2.1 Each teacher has a right to be provided with a quality CPD programme, coupled with a responsibility to contribute to identifying the most appropriate components of such a programme and to evaluating the success of the programme as a whole and of its component parts.

- 3.2.2 The process of Professional Review and Development has a central part to play in the regular review of the professional development needs of individual teachers; within that process the teacher herself/himself should highlight initially her/his view of forthcoming needs (set against the background of national priorities, the Council's Education Service Plan, the School Development Plan (and in secondary schools the Departmental Development Plan) – with that initial identification of need being the subject of discussion with the teacher's line manager, leading to an **agreed** plan of CPD activities for the forthcoming year (see also paras 4.2 and 5.3 below).
- 3.2.3 The teacher's annual Personal Action Plan should encompass that teacher's agreed CPD plan, which will normally follow on from the previous year's CPD plan for that teacher.
- 3.2.4 In agreeing the CPD plan of any individual teacher, the line manager must have due regard for the resource implications of delivering that plan.
- 3.2.5 In many cases, the annual CPD plan may have some parts fleshed out in some detail and others described in broad terms, with the detail to be worked through in the course of the year, **by agreement**.
- 3.2.6 The school's annual Training Plan (compiled as an integral part of the School Development Plan) should inform, and should be informed by, the individual CPD plans of each teacher in the school.
- 3.2.7 The Council's Staff Development Programme will be compiled on an annual basis to take account of teachers' (and other staff's) Professional Development Needs as identified by schools.

### **3.3 When will CPD activities take place?**

- 3.3.1 As previously indicated (paras 3.1.2 and 3.1.3) a number of legitimate and valuable CPD activities should take place as part of the teacher's 35 hour week.
- 3.3.2 In addition, the national agreement clearly envisages a commitment by all teachers to undertaking some CPD activities over and above the 35 hour week/39 week year.
- 3.3.3 The ambitious in-service programmes undertaken in recent years during the pupil day and during the pupil year have put increasing pressure on the system – in terms of the provision of a sufficiently large pool of supply teachers, in terms of the cost of deploying these supply teachers, but most importantly in terms of ensuring the continuity of learning and teaching for many pupils. In the context of these pressures and that of the national agreement, a significant reduction in the number and frequency of in-service courses delivered **during** the pupil year/pupil day is anticipated.
- 3.3.4 In these circumstances, it is assumed that those CPD activities which contribute towards the fulfilment of a teacher's additional contractual obligation will take place outwith the normal pupil day and/or outwith the normal pupil year.
- 3.3.5 It is likely that most in-school CPD activities will take place at a time agreed by all participants in advance. For activities outwith school, providers of courses will require to take a pragmatic approach to the timing of these courses, based on practical constraints and developing experience in the relative popularity of different arrangements.

3.3.6 Recent experience suggests that many teachers will voluntarily engage in additional (previously mainly non-contractual) CPD activities outwith the pupil day/pupil year whenever these activities are seen as beneficial for the individual teacher and/or the education service. In planning CPD activities in future therefore, it will be essential to begin from the premise that these activities are designed to meet genuine professional needs, and that teachers will wish to participate in them purposefully and enthusiastically.

## **4 MONITORING AND EVALUATION**

4.1 The success of CPD programmes must be monitored at a range of different levels including:

- the individual teacher's CPD plan
- the school's training plan
- the Council's Staff Development Programme
- the National Improvement Plan

4.2 A series of feedback loops, therefore, need to be built into the planning processes at each of the above levels. Further consideration needs to be given to how best these feedback loops can be built into a flexible but helpful strategic calendar, and precisely how these feedback loops should function.

4.3 Included within any evaluation should be the level of usefulness and relevance of these notes of guidance; given that these arrangements are new, and given also their full implementation is not expected until August 2003, it is quite possible that a review of this paper will result in amended notes of guidance being agreed in the course of 2002/2003.

## **5 GETTING STARTED**

5.1 Many individual teachers are already engaging in CPD activities which will legitimately contribute towards the new contractual obligation; these commitments should be supported by schools with a view to ensuring that both the school and the individual teacher benefit from the experience. Benefits for the education authority as a whole should also be anticipated and planned for.

5.2 During the early years of the implementation of this new contractual obligation (ie up to August 2003 when full implementation is expected), it will be important to encourage and support whenever possible any individual teacher seeking to undertake CPD activities additional to those agreed as part of that teacher's annual CPD plan (this is likely to be particularly important in session 2001/2002 as schools begin to address this matter for the first time in a new context).

5.3 Each school's 2001/2002 Development Plan incorporates a Training Plan, however embryonic, which ought to influence and be influenced by the Staff Development needs of individual teachers. For session 2001/2002, therefore, the undernoted should be put in place (if this has not already been done):

- each teacher should agree a CPD plan for 2001/2002 with her/his line manager
- the CPD plan should include CPD activities outwith the pupil day and/or outwith the pupil year, which are additional to those activities being undertaken within the agreed 35 hour working week

- standard proformas are being issued to enable CPD activities to be recorded and evaluated (drafts enclosed)
  - the documentation is designed to assist the development in Angus of a CPD portfolio for each teacher which should encompass a systematic record and evaluation of all activities undertaken
- 5.4 A similar process should be followed for 2002/2003. Ideally, the CPD Plan for 2002/2003 should be agreed by 27 June 2002, and certainly by 30 September 2002.
- 5.5 In 2003/2004, once again the CPD Plan should be agreed by the end of session (i.e. 3 July 2003), and certainly by 30 September 2003. Session 2003/2004 sees the full contractual commitment being implemented (see para 1.1 above).
- 5.6 In sessions 2001/2002 and 2002/2003, teachers will work towards, but not be expected to meet, the full contractual commitment. During this transitional period, each teacher will be expected to devote significant time and effort to her/ his personal CPD. To move from the current position to that which will pertain in 2003/2004, a gradual but demonstrable evolution is anticipated, with each teacher being expected to work systematically and progressively towards her/his full contractual commitment.
- 5.7 Each school should discuss the detailed operation of these guidelines within its agreed consultative staff group, in the expectation that implementation will then be taken forward with clear reference to existing planning processes.

## **MODEL LEARNING AGREEMENT BETWEEN THE EIS AND ANGUS COUNCIL**

### **1. Background and Introduction**

The Scottish Government's "Learning Policy for Scotland" is based on the principles of "personal fulfilment and enterprise, employability and adaptability, active citizenship and social inclusion". This means a culture in which education and training are available and accessible for everyone, within the context of the Council's responsibilities under equality directives, and learning takes on the broader sense of "gaining skills to develop the confidence to progress and participate in work and the wider community".

Angus Council supports these principles and is committed to supporting them through the development of skills and knowledge of its employees to ensure the continued high delivery of high quality services to the people of Angus.

The Educational Institute of Scotland as a learning organisation also supports these principles and is committed to partnership working with leading stakeholders in education both nationally and locally in taking forward the continuing professional development agenda for teaching staff. EIS Learning Representatives are integral to this process and are being appointed to support this agenda in all local authority areas.

Angus Council and the Institute agree that, as indicated in "A Teaching Profession for the 21<sup>st</sup> Century", the continuing professional development of teachers is both an entitlement and requirement for all teachers employed in the area of the Council.

The Employment Act 2002 extends the rights and recognition of Trade Union Representatives to include union appointed Learning Representatives. These rights include:

- Reasonable time off with pay to undertake the appropriate training for the role;
- Reasonable time off with pay to perform their functions.

The ACAS Code of Practice on Time Off for Trade Union Duties and Activities confirms the terms of the Act and clarifies the rights and responsibilities of employers and unions in relation to Union Learning Representatives.

The aims of both Angus Council and the Educational Institute of Scotland are compatible and will be realised when all parties involved in this agreement communicate, co-operate and share ideas, information and resources. This Learning Agreement sets out how Angus Council and the Institute will work together to ensure that teachers have access to quality CPD. Both the Council and the Institute are committed to the implementation of this agreement and will work together to ensure its success.

Any changes to this agreement that are deemed necessary may be made through the appropriate local negotiating mechanisms that exist between the Council and the Institute. A minimum of three months notice will be given for proposed changes to this agreement, unless both parties agree to a lesser notice period.

## **2 Purpose**

2.1 This agreement sets out to:

- Identify the respective roles of Learning Representatives and of the relevant personnel within the Council;
- Emphasise the importance of collegial working within education;
- Clarify the relationship between the Council and Learning Representatives;
- Set out arrangements for managing and maintaining relationships;
- Prevent duplication of effort, confusion or conflict.

2.2 Angus Council believes that having a clear learning agreement will encourage:

- Collegial working involving teachers and Council personnel in taking forward the CPD agenda;
- A sharing of resources and expertise in the area of CPD;
- Teachers to feel confident in the quality of the learning opportunities they can access;
- Teachers and Council personnel to be clear about their respective roles;
- Learning Representatives to work in partnership within their schools and with the Council.

## **3 Principles**

3.1 Collegiality

Continuing professional development benefits teachers by building confidence which, *inter alia*, enables them to participate more fully in collegial working both within and outwith the school. CPD also contributes to improvements in learning and teaching. CPD benefits schools by building capacity for school improvement which contributes to the raising of achievement and attainment.

3.2 Access and Equality

Access to quality learning opportunities will be available to all teachers in the area of Angus Council on an equitable basis. This will be assured through local agreements, collegiality at school level based on transparency, trust and professionalism.

3.3 Professional and Personal Development

Teachers will be encouraged to learn and develop professionally, not solely in the identified needs of the education service, but also in learning for personal professional development and fulfilment. As part of this, teachers will be encouraged to have ownership of their learning and development within the framework of the agreed local policy on CPD and the Professional Review and Development Process.

3.4 Local Learning Initiatives

Teachers will be encouraged to participate in any agreed local initiatives designed to promote teacher learning and professional development.

### 3.5 Protocol and Standards for Learning Representatives

Learning Representatives will work within the terms of this Learning Agreement and also within the terms of the national Protocol and Standards which have been established for Institute Learning Representatives.

## 4. Appointment of Learning Representatives

4.1 Angus Council and the Institute agree that Institute Learning Representatives are appointed by the Institute according to the terms of the Institute's national Constitution and Learning Representative Protocol, following the successful completion of an accredited module taught by an approved provider. For the purposes of this agreement, multi-establishment Learning Representatives will work at authority level and school cluster Learning Representatives will work within schools or across a group of schools.

## 5 The Role of Learning Representatives

5.1 The role of the Learning Representatives will be to address the learning needs of teachers in the area of the Council. As part of this, Learning Representatives will work with appropriate Council personnel to:

- Learn about and promote CPD opportunities from a variety of providers, including university providers;
- Inform, advise and support teachers in accessing quality CPD;
- Encourage the introduction of quality programmes of CPD for teachers;
- Assist in identifying the CPD needs of teachers and ways of improving their CPD opportunities;
- Support the work of Angus Council in developing CPD opportunities for teachers.

## 6 The Entitlements of Learning Representatives

6.1 Angus Council and the Institute agree to support the recruitment, training and development of future Learning Representatives and to support further training and development of Learning Representatives in post.

6.2 Angus Council and the Institute will, in partnership with Institute personnel, promote the role of Learning Representatives through all appropriate means.

6.3 Angus Council and the Institute will agree appropriate reasonable time off for Learning Representatives to undertake training and development and to fulfil their duties. Specified time off for Learning Representatives will be discussed and agreed through local negotiating mechanisms. Such time off is additional to any arrangements for time off with pay for other union duties or other union positions held.

## **7. The Responsibilities of the Educational Institute of Scotland**

- 7.1 The Institute will provide the Council, from time to time, with notice in writing of the names of appointed Learning Representatives.
- 7.2 The Institute will promote awareness of the role of Learning Representatives within the Institute and will facilitate the recruitment and subsequent training and development of Learning Representatives.
- 7.3 The Institute will encourage Learning Representatives to play a full part in working with local representatives of the Institute and make use of local Institute facilities as appropriate.
- 7.4 The Institute will support the work of Angus Council in developing its own work in relation to CPD and will promote collegial working within schools.
- 7.5 The Institute will facilitate subsequent training and development, requiring reasonable time off, with pay, in agreement with the Council.
- 7.6 The Institute will facilitate meetings of Learning Representatives on a regular basis for support and updating on information, policy developments etc.

## **8 The Responsibilities of the Council**

- 8.1 Angus Council will ensure that appropriate education personnel and headteachers are fully aware of the contents of this Learning Agreement and will support headteachers in facilitating time off, consistent with the terms of 6.3 above, to enable Learning Representatives to fulfil their duties including training opportunities to support this work.
- 8.2 Angus Council will allow Learning Representatives to use workplace facilities as appropriate to support their role. Access will be facilitated to a telephone, desk, PC, internal and external e-mail, intranet and internet, secure filing facilities, use of a notice-board, a private room for discussions with staff and access to other facilities as may be available to assist with their work.
- 8.3 Angus Council will provide supplementary training and development for recognised Learning Representatives to ensure familiarity with existing Council policies and procedures in relation to development and learning as well as to establish and maintain close and effective working relationships.
- 8.4 Angus Council will ensure that appropriate personnel arrange to meet with Learning Representatives in their area on a regular basis, a minimum being three times per year.

## **9 The Role of Learning Representatives within Council Structures**

- 9.1 The work of Learning Representatives complements the Council and school arrangements in relation to the CPD of teachers, including agreed arrangements as part of the Professional Review and Development process.
- 9.2 It is acknowledged that Angus Council has a number of existing processes and mechanisms in place related to teacher CPD and makes appointments of personnel at Council and school level to promote and develop CPD for teachers. Learning Representatives will support the work of the Council in this area.

- 9.3 The appropriate Council personnel and Learning Representatives will be brought together as appropriate to be trained, to share good practice and to help shape the future direction of CPD within the authority.
- 9.4 Through agreed local mechanisms, including the Professional Review and Development process, teachers and learning representatives will be encouraged and given paid time off to attend events promoting learning such as joint CPD events.

## **10 Monitoring of the Learning Agreement**

- 10.1 Representatives of Angus Council and the Institute at local level and LRs will meet on a minimum of once per year basis to monitor the effectiveness of the Agreement. This will include a review of progress, identification of successes, relevant issues and a general statement of aims for future work.
- 10.2 Any concerns about the implementation of this agreement should be raised with the relevant agreed Council and Institute personnel in the first instance and thereafter dealt with under agreed LNCT procedures.

## **11 Legal and Negotiating Context**

- 11.1 All individual disputes or grievances arising from any learning or educational initiative will be pursued through the existing local grievance procedures.
- 11.2 This agreement will not be used as an alternative to local negotiating mechanisms.
- 11.3 Nothing in this agreement shall take away or detract from the rights of EIS Learning Representatives under the Employment Act 2002 and the ACAS Code of Practice. Nor does this agreement prevent the Educational Institute of Scotland from seeking remedy for any breach either of the Act or the Code of Practice.