



Guidelines on the Implementation of the Croke Park Agreement

Agreed between ACCS, JMB and IVEA

11th April 2011

INTRODUCTION

The Croke Park Agreement was negotiated between the Government and the Public Sector unions in April 2010. Discussions in relation to the implementation of the agreement took place between the Department of Education and Skills (DES), post-primary teacher unions and school management bodies in the period September 2010 to January 2011.

A **clarification document** was issued at the conclusion of the discussions. **This document is included as appendix D of these guidelines.** In preparation for the implementation of the agreement, the three post-primary management bodies are presenting these guidelines to ensure that the Croke Park Agreement is implemented in a uniform manner. **The guidelines should be read in conjunction with DES CL 25/2011 and the *Education Sectoral Agreement under the Croke Park Agreement* (see appendix E).**

These guidelines are structured in the following sections:

- A. Specific Guidelines for each element of the Croke Park Agreement: *Pages 2-9*
- B. Question and Answer Section: *Pages 10-12*
- C. Appendix D – Clarification Document on the Croke Park Agreement: *Pages 13-24*
- D. Appendix E - *Education Sectoral Agreement* under the Croke Park Agreement:
Pages 25-27
- E. Circular M 58/04 http://www.education.ie/servlet/blobServlet/m58_04.doc6 *Page 28*
- F. Circular PPT29/02 http://www.education.ie/servlet/blobServlet/pp29_02.doc *Pages 29-36.*

General

- The Croke Park Agreement will be implemented in post-primary schools from 11th April 2011.
- It is very important that school management implements the terms of the agreement in a uniform manner. These guidelines are being issued to schools to assist in the uniform implementation of the Croke Park Agreement.

SECTION A: Specific Guidelines

1. ADDITIONAL TIME

1.1 KEY ISSUES

- 1.1.1 The Croke Park Agreement provides for teachers delivering an additional 33 hours work over the course of the school year to facilitate a range of activities at the discretion of school management and as set out in paragraph 5 of the clarification document - *see Appendix D*.
- 1.1.2 The “33 hours of Additional Time” must be focussed on eliminating the loss of tuition time during the 167 class contact days, i.e. the central purpose of the delivery of the additional time is to provide for a range of essential activities to take place without reducing class contact/tuition time.
- 1.1.3 The Additional Time will be arranged on a **whole school basis**, i.e. a schedule outlining the delivery of the 33 hours outside of the 167 class contact days will be made available to the school community at the commencement of each school year. 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.
- 1.1.4 The delivery of the Additional Time will be on a **whole school basis** and not an individual basis. In other words, the school staff will work the additional hours contemporaneously rather than individuals working separately at different times.

- 1.1.5 The Additional Time can be delivered **only** before or after normal school opening and closing hours on a class contact day. However, nothing in this paragraph shall prevent a school (through consensus) arranging for the delivery of Additional Time on non-class contact days.
- 1.1.6 The final schedule for the delivery of the Additional Time will be at the discretion of school management and must be approved by the Board of Management.
- 1.1.7 The 33 hours of Additional Time may only be used to provide time to deal with the activities provided for in paragraph 5 of the attached clarification document on the Croke Park Agreement - *see Appendix D*.
- 1.1.8 Part-time teachers will deliver the Additional Time on a pro-rata basis. The activities that the part-time teachers will participate in will be prioritised by school management.
- 1.1.9 Where consensus at local school level emerges, the Additional Time may be delivered in blocks of more than 1 or 2 hours. Consensus was defined at the discussions as “general agreement”. It does not mean a simple majority can decide, nor does it give individual teachers or small groups of teachers a veto.
- 1.1.10 The “staggered” commencement to the school year must be considered very carefully to ensure that there is minimal disruption to tuition time during this period.
- 1.1.11 Three (3) parent teacher meetings outside of the school day and one staff meeting per term “half in and half out” were agreed in 2004 – see *CL M58/04* and these arrangements should be seen as separate from, and additional to, this agreement. However, 3 hours from the Additional Time in the Croke Park Agreement may be allocated to buying out the “half in” elements of the 3 staff meetings from the 2004 agreement.
- 1.1.12 **In summary**, from the point of the commencement of the Croke Park Agreement, teachers will be expected to give the following annual commitment of time outside the normal school hours:

A: Croke Park Agreement – 33 Hours

NOTE: This example is based on the assumption that the 3 staff meetings under CL M58/04 are of two hours' duration.

- 30 hours as per Croke Park Agreement
- 3 hours as per Croke Park Agreement - used to buy out 3 hours of the “half in” element of the 3 staff meetings outlined in CL M58/04.

NOTE: While the decision to buy out the “half in” element of the 3 staff meetings under CL M58/04 is optional for school management, given that the Croke Park Agreement provides the necessary time to hold all staff meetings outside of school hours, it is no longer appropriate for any element of these three (3) staff meetings to take place within normal school hours. These 3 staff meetings under CL M58/04 must continue to be delivered separately to the Croke Park Agreement.

B: Hours Agreed in Earlier Agreements – 10.5 Hours – CL M 58/04

- 3 x 1 hour for staff meetings, one per term, outside the normal school hours = 3 hours.
- 3 x 2.5 hours for parent teacher meetings outside the normal school hours = 7.5 hours.

1.1.13 The duration of a parent teacher meeting is defined as 3 hours for the purpose of this agreement. The delivery of **ALL** parent teacher meetings must be in the same format as set out in CL M58/04, i.e. 4.15 p.m. to 6.45 p.m.

1.1.14 The duration of a full day is calculated as per the actual time spent engaged in the activity on a given day, i.e. time for breaks/lunch etc. is not counted.

1.1.15 The DES has decided that schools will **NO longer** have permission to close on two of the 167 tuition days for (a) School Planning and (b) Staff Development

1.2 USAGE

The additional 33 hours are intended to allow the following essential activities, at the discretion of school management, to take place **without reducing class contact/tuition time:-**

- School planning and policy development (including subject planning). An Open Night each year will be accepted as part of the delivery of the additional time

subject to the Open Night being part of school planning and delivered by the full teaching staff.

- Staff Meetings.
- Parent Teacher Meetings.
- Induction of Teachers.
- Nationally mandated in-service/continuous professional development (CPD) e.g., new programmes or syllabi.
- Approved school-arranged in-service/CPD.
- Appropriate Further Education activities, as set out in Appendix 1 of the attached clarification document.
- Substitution & Supervision...but only where the hours are not fully used for the other purposes above. It is strongly recommended that a full programme of 33 hours should be planned without including Substitution and Supervision.

1.3 CONSULTATION

There will be consultation with the teaching staff at school level **as to the optimum usage and scheduling of the 33 hours** to meet the requirements of the school. However the Croke Park Agreement states that the “33 hours of Additional Time” will be delivered at the discretion of school management.

1.4 SCHEDULE

The 33 hours may be scheduled as follows: (**NOTE:** The minimum block is 1 hour)

- a) In blocks of 1 or 2 hours, **outside of normal school hours**, over the 167 day school year
OR, with a consensus of school staff,
- b) All or part of the hours in blocks of more than 2 hours.

Note: School management may designate the usage of 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 CL M58/04 will apply - see *paragraph 3(a) of the clarification document provided in Appendix D*).

AND

- c) All or part of the hours **outside** of the 167 day school year

1.5 PART - TIME TEACHERS

The quantum of the 33 additional hours available in the case of part-time teachers will be determined on a pro-rata basis, e.g. a part-time teacher teaching 11 hours a week will be scheduled for 16.5 additional hours per school year. School management should prioritise the list of activities in which the part-time teacher participates and inform the teacher concerned. In addition, part-time teachers will continue to deliver additional hours as per CL M58/04.

1.6 EXISTING AGREEMENTS

The 33 hours are over and above the additional time provided for under existing agreements in relation to parent teacher and staff meetings - *see CL M58 / 04*.

In the case of staff meetings, school management may utilise some of the additional hours to remove the “half-in” element* of these meetings. (* *CL M58/04*).

1.7 SCHOOL CALENDAR

The usage of the additional 33 hours will be outlined as appropriate in the school calendar which is provided to the school community prior to the commencement of each school year.

1.8. SAMPLE DELIVERY SCHEDULES for 33 HOURS as per CROKE PARK AGREEMENT

Note: These examples are presented as options only. Schools may devise their own schedules to suit particular school circumstance.

Example 1

<i>Activity</i>	<i>No. of Hours</i>	<i>Total Hours</i>
Parent Teacher Meetings – in addition to the 3 already being provided outside of school time – see CL M58/04.	3 meetings x 3 hours <i>(Where a school operates a six year cycle)</i>	9

*Subject Planning	3 x 1 hour	3
School Planning Day	6	6
Staff Development Day	6	6
Buy out “Half in” Staff Meeting – CL M58/04	3 x 1 hour	3
Staff Meetings - in addition to the 3 already being provided outside of school time – see CL M58/04.	3 x 2 hours	6
Total Hours		33

Example 2

<i>Activity</i>	<i>No. of Hours</i>	<i>Total Hours</i>
Parent Teacher Meetings – in addition to the 3 already being provided outside of school time – see CL M 58/04.	2 meetings x 3 hours <i>(Where a school operates a 5-year cycle)</i>	6
*Subject Planning	6 x 1 hour	6
School Planning Day	6	6
Continuous Professional Development Day	6	6
Open Night – Planning – Whole Staff	3 hours	3
Staff Meetings - in addition to the 3 already being provided outside of school time – see CL M58/04.	6 x 1 hour	6
Total Hours		33 hours

***Note:** Subject planning may be delivered on a two cycle basis, i.e. One group of subjects are discussed at one meeting and a second group of subjects at the next meeting.

2 SUPERVISION & SUBSTITUTION

2.1 AVAILABILITY

Teachers participating in the Substitution & Supervision Scheme will be **available for three timetabled class periods per week**. However, the maximum time a teacher may be called on to deliver in any week remains at 1.5 hours.

3 TEACHER CONTRACT – “WINDFALL”

A teacher whose timetabled class is on an out-of-school activity may be reassigned to cover the classes of a teacher(s) involved in the out-of-school activity.

For example if a transition year group on a visit to a museum is accompanied by 2 teachers, a colleague who is timetabled to teach the class must be available to cover the class of either of the teachers on the visit to the museum with the transition year group.

4 POSTS OF RESPONSIBILITY

School management may reassign post holders to alternative responsibilities from the school’s approved ISM/PoR Schedule, as required by the **priorities and needs of the school**. However, the alternative duties must be appropriate to the level of the post (AP or SDT).

The process of prioritising these duties on the school’s approved ISM/PoR Schedule should be undertaken as per the procedures outlined in **CL PPT 29/2002**.

It is recommended that schools undertake a mini review of the PoR Schedule (as per CL PPT 29/02) with the sole purpose of prioritising the existing list of duties as per the school’s schedule of assistant principal posts.

5 FURTHER EDUCATION – PLCs

Teachers engaged in the delivery of Further Education will comply with the terms set out in the clarification document of the Croke Park Agreement (**see Appendix D subsection appendix 1** re Further Education) pages 15 to 17 of these guidelines.

N.B. All current work being undertaken in September and May in lieu of teaching time should continue. None of the 33 additional hours can be used for this work.

6 REDEPLOYMENT SCHEME

The implementation of a redeployment scheme in circumstances other than school closures is taking place in tandem with the staff allocations process. Information and advice on the redeployment scheme has already issued and JMB will continue to update school management.

SECTION B: Question and Answer Section

Additional Time:

- Q.** In relation to 'an agreement of school management and a consensus amongst the staff' on the use of the 33 hours outside the 167 days, how will a 'consensus' or 'general agreement' among staff be determined?
- A.** School management must consult with staff about the manner in which the 33 hours is delivered. It is envisaged that a meeting of all teachers and the school management be arranged to discuss the calendar prior to the commencement of the new school year (for example in May of the previous school year). This planning meeting could be used to determine whether or not there is consensus to use any of these hours in blocks of more than one or two hours and whether a number of these hours could be delivered as a full school day outside the 167 class contact days.
- Q.** Could we as a staff come back a day early next year for meetings, etc. and set the hours off against the 33 extra hours?
- A.** Yes. With the agreement of school management and a consensus amongst the staff, the hours may be utilised outside of the 167 days during which the school is open for tuition. Consensus in this case is defined as general agreement. It does not mean a simple majority can decide, nor does it give individual teachers or small groups of teachers a veto.
- Q.** Can the extra hours be used for purposes other than those listed?
- A.** No. The hours must be used for the purposes outlined in paragraph 5 of the clarification document on the Croke Park Agreement -*see Appendix D.*
- Q.** We hold our open evening for incoming students on a school night generally from 7 to 9 p.m. Can these hours be used to deliver the 33 hours?
- A.** Open evenings can only be included in the agreed list of activities where the full school staff is involved. School planning meetings in this context will be arranged on a whole school basis.
- Q.** Our entrance assessment test is held on a Saturday morning for 3 hours. Can this be considered for part of the 33 hours?
- A.** No. Entrance assessment tests are NOT included in the agreed list of activities for the usage of the additional time. Entrance assessment tests do not involve the whole school staff and should not be included in the 33 hours.

Q. Is a teacher who is a job-sharing expected to deliver the full 33 hours or just 16.5 hours?

A. Part-time teachers are required to work the additional hours on a pro-rata basis. This means that a job-sharer on 11 hours per week is required to work 16.5 additional hours per school year. School management should prioritise the usage of these hours and inform the teacher concerned.

Q. Are privately paid teachers expected to deliver the terms of the Croke Park Agreement?

A. Yes, if privately paid teachers are paid pro-rata with DES paid teachers, then they should be requested to deliver the Croke Park Agreement on a pro-rata basis.

Q. If there is a staff briefing held for 10 minutes once a week during break time, can this be counted as part of the 33 hours?

A. No. The minimum block of time outlined in the agreement for the delivery of the Additional Time is **ONE** hour

Q. Will the three parent-teacher meetings previously required under circular M58/04 be included in the 33 hours?

A. No. The commitment to 3 parent teacher meetings in CL M58/04 is additional to the 33 hours that is provided for in the Croke Park Agreement. However, parent teacher meetings additional to these 3 PTM's will be counted towards the 33 hours as long as they take place outside of normal school hours and comply with the scheduling provisions set out in CL M58/04 i.e. 4.15 p.m. to 6.45 p.m.

Q. In relation to staff meetings, at present these are half in/out. Can the hours be used to have these fully 'out', and if a staff meeting lasts for 2 hours does this count as just 1 hour from the 33?

A. Yes, the hours should be used to hold staff meetings fully outside of school time. School management is advised to "buy out" the existing one hour of the "in school" element of the existing staff meetings. This will mean that 3 hours will be used out of the 33 additional hours to "buy out" the "in school" element of current 3 staff meetings held half in/half out. The "out of school" element of existing staff meetings must continue to be delivered outside normal school hours and cannot be counted towards delivery of the 33 hours. Staff meetings, in addition to the existing 3 staff meetings under CL M58/04, must be delivered outside normal school hours and may be counted as part of the delivery of the 33 hours of Additional Time.

Q. If a parent teacher meeting for 2nd year is due to take place as part of the 33 hours and I have no 2nd year classes, must I make the hours up elsewhere?

A. Where a block of hours from the 33 is allocated on the calendar, it is part of the 33 hours for all teachers. The 33 hours are delivered on a **whole school basis. However, it is expected that those with a particular or general responsibility for**

students in a specific year group will attend parent teacher meetings even where they may not teach students in the relevant year.

Q. Our school has traditionally commenced the school year on a staggered basis - a different year group commences each day. Can this arrangement continue?

A. The Croke Park Agreement is focussed on eliminating the loss of tuition time during the 167 class contact days. It is recommended that the full normal school timetable is operating no later than the beginning of the third day of a new school year. Only meetings that take place outside of the normal school hours can be counted towards the delivery of the 33 hours.

Q. One of the possible activities listed to make up the 33 hours is induction. Does this refer to induction of new staff or students or both?

A. It refers to induction of new teaching staff.

Supervision and Substitution

Q. Does the extra period of Substitution and Supervision (S&S) per week, bringing it up to three “available” periods per week, mean that a teacher is still only required to do one period of substitution per week?

A. Yes. Teachers who are participants in the S&S scheme will be required to be available for three timetabled class periods per week but will still only be required to deliver up to a maximum of 1.5 hours per week made up of a combination of substitution and supervision. The maximum number of hours per teacher per annum also remains unchanged.

Q. Is the Supervision and Substitution Scheme going to continue to run as it has done for the past few years or is it going to exist at all?

A. The supervision and substitution scheme will continue as normal. The only difference is that teachers who sign up to the scheme will be required to be available for three class periods per week instead of the current two. The maximum of 90 minutes delivery per week still applies.

SECTION C: APPENDIX D

CLARIFICATION DOCUMENT RE THE CROKE PARK AGREEMENT

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.

SECTION D: APPENDIX E

Education Sectoral Agreement under the Croke Park Agreement

2: Education Sectoral Agreement

The following range of measures are designed to facilitate the most effective and efficient use of resources and to maximise the quality of educational delivery.

Teachers

- The provision, with effect from the start of the 2010/11 school year, of an additional hour per week to be available to facilitate, at the discretion of management, school planning, continuous professional development, induction, substitution and supervision (including supervision immediately before and after school times). This list is not exhaustive.
- With effect from the start of the 2010/11 school year, post-primary teachers to be available for three timetabled class periods per week under the supervision and substitution scheme (while leaving the current maximum number of hours used per teacher per week under this scheme the same as at present).
- Full implementation of new procedures providing for redeployment of surplus teachers, to commence from June 2010 and to be fully implemented for the start of the 2011/12 school year.
- A comprehensive review and revision of the teaching contract to identify and remove any impediments to the provision of efficient and effective teaching to students in all sectors. This review and revision to be completed in advance of the start of the 2010/11 school year.

Special Needs Assistants

- A comprehensive review and revision of the existing employment terms and conditions to identify and remove any impediments to the provision of efficient and effective

support for students with special care needs. This review and revision to be completed in advance of the start of the 2010/11 school year and to have regard to those elements of the Towards 2016 Agreement relating to SNAs.

- Flexible deployment of Special Needs Assistants within schools to respond to urgent work demands and to cover for periods of absences by SNA colleagues.
- Where work demands arise during non-instruction days, school management will continue to have discretion to deploy staff to appropriate SNA duties.

Vocational Education Committees (Other than teachers and SNAs)

- A comprehensive review and revision of existing employment terms and conditions to harmonise them with similar grades in the public service. This review and revision to be completed in advance of the start of the 2010/11 school year.
- Co-operation with the restructuring and rationalisation of the VEC sector.
- Co-operation with the introduction of shared services in areas such as payroll, student support, procurement and purchasing, ICT and HR management.
- Implementation of redeployment schemes across the VEC sector and the wider public service with effect from the start of the 2010/11 school year. These schemes to have regard to schemes developed in comparable sectors.

Institutes of Technology

- The completion by 31 August 2010 of all elements of the review of the academic employment contract currently in train.
- With effect from the start of the 2010/11 academic year, the provision of an additional hour per week to be available to facilitate, at the discretion of management, all educational activities in the Institutes. This usage to be informed by the outcome of the review referred to above.
- Flexible delivery of new courses specifically targeted at unemployed individuals.

- Implementation of redeployment schemes for academic, administrative, technical and support staff across the Institutes and between Institutes and the wider public service as appropriate with effect from the start of the 2010/11 academic year.

Universities and other Higher Education Institutes

- With effect from the start of the 2010/11 academic year, the provision of an additional hour per week to be available to facilitate, at the discretion of management, teaching and learning in the university/institute.
- Co-operation with the introduction of academic workload management and full economic costing models and with the compilation of associated data to support these.
- Co-operation with redeployment/re-organisation/rationalisation arising from the review of Higher Education strategy and changing economic and social circumstances.
- A comprehensive review and revision of employment contracts to identify and remove any impediments to the development of an optimum teaching, learning and research environment. This review and revision to be completed in advance of the start of the 2010/11 academic year.

SECTION E: Circular M 58/04

http://www.education.ie/servlet/blobServlet/m58_04.doc

To the Managerial Authorities of Post Primary Schools

Arrangements for Parent/Teacher and Staff Meetings in Post-Primary Schools for the 2004/05 School Year

The Minister for Education and Science wishes to advise managerial authorities of post-primary schools of the commitments in relation to staff meetings agreed under the terms of the Social Partnership Agreement 2003-2005 *Sustaining Progress* and the agreement on Parent/Teacher meetings reached on foot of proposals from the Teachers Arbitration Board. These arrangements will apply in the 2004/2005 school year.

1. Staff Meetings in Post-Primary Schools

In respect of one staff meeting per term, all post-primary schools will make provision to allocate from normal school time a period equivalent to the time given outside school.

(Example: a staff meeting of two hours duration which was normally held before school closing time should now take place one hour preceding and one hour following normal school closing time)

2. Parent/Teacher meetings in Post-Primary Schools

In respect of three formal parent/teacher meetings per year;

1. Meetings will commence at 4.15 pm in all schools (each school closing 15 minutes earlier than normal) and will conclude at 6.45 pm.
2. In accordance with good practice parents who are waiting at 6.45 pm will be seen if this can reasonably be done. In the event of difficulty arising from implementation of this provision the matter will be referred to the Arbitration Board for determination.
3. In the small number of cases where a parent is unable to attend the formal meeting, current practice, whereby the parent is facilitated to meet a teacher he/she wishes to meet will apply, and a time mutually convenient will be agreed.

Queries in relation to these arrangements may be addressed to Post Primary Administration Section, Dept. of Education & Science, Portlaoise Road, Tullamore, Co. Offaly.

Telephone 0506-24328 or 0506 24330

You are requested to provide a copy of this Circular to the parents' and teachers' representatives on Boards of Management.

Matthew Ryan
Principal Officer

1 October 2004

SECTION F: Circular PPT 29/02

http://www.education.ie/servlet/blobServlet/pp29_02.doc

To the Authorities of Secondary Schools

Revised in-school management structures in secondary schools.

Following a review of the in-school management structures and procedures the Minister for Education and Science hereby authorises the implementation of the revised in-school management structures and procedures in relation to posts of Assistant Principal and Special Duties Teacher in secondary schools in accordance with the detailed terms set out in this circular as negotiated between the ASTI, the JMB and the Department of Education and Science.

With regard to Par. (G) of Appendix 2 to this Circular, it must be clearly understood that a vacancy does not exist unless it can be accommodated within the approved schedule of posts as determined in accordance with the terms of Circular 6/98. In this regard, the posts of existing post holders who do not opt to undertake duties specified in the schedule of post duties as set out in Appendix 1 to this Circular are included in the schedule of approved posts.

DISSEMINATION OF CIRCULAR

You are requested to ensure that copies of this circular are provided to the appropriate representatives of parents and teachers for transmission to individual parents and teachers.

POSTS OF ASSISTANT PRINCIPAL AND SPECIAL DUTIES TEACHERS IN VOLUNTARY SECONDARY SCHOOLS

Introduction

The Principal, Deputy Principal and holders of posts of responsibility together form the in-school management team for the school.

These proposals are aimed at improving significantly, through restructuring, in-school management in post-primary schools. The objectives of this restructuring include matching the responsibilities of the posts more clearly to the central tasks of the school, the clear specification of responsibilities for various posts and the provision of opportunities for teachers to assume responsibility in the school for instructional leadership, curriculum development, the management of staff and their development, and the academic and pastoral development of the school.

1. Schedule of Duties attached to Posts:

- 1.1 The national criteria for the level and types of duties to be attached to posts are set out in Appendix One to this Circular. The Statement of National Criteria provides that the types of duties listed are not exhaustive and may be elaborated at school level.
- 1.2 Duties should be of a curricular, administrative or pastoral nature and should reflect the grade of the post, taking into account the level of responsibilities involved in the context of size and needs of the school.
- 1.3 The Board of Management/Manager of each school shall, following consultation between the Principal and the staff, determine
 - (i) the duties which need to be performed for the effective internal management of the school, and,
 - (ii) the distribution of these duties between the available in-school management posts by reference to the national guidelines and having regard to the school's own priorities.
- 1.4 In allocating the duties to posts, the duties should be inclusive so as to be open to applications from all eligible members of the teaching staff.

2. Establishing a School's Schedule of Posts:

- 2.1 Using the national criteria for post duties for guidance, the Principal, in consultation with the teaching staff of the school, shall identify the post duties most required by the school and prepare a draft schedule of post duties accordingly.

- 2.2 In identifying the post duties required by the school, account shall be taken of the needs of the school, taking cognisance of the skills and aptitudes of the existing post-holders.
- 2.3 In drawing up the schedule of posts, every effort should be made to identify the needs most required by the school and to categorise the consequent post duties at Assistant Principal level or Special Duties Teacher level.
- 2.4 The Principal shall examine the school's entitlement to posts in accordance with the Department of Education and Science regulations to ensure that the number of posts of each category of Assistant Principal and Special Duties Teacher is equal to the school's entitlement.
- 2.5 The posts at Assistant Principal level and Special Duties Teacher level to which the school is entitled under the Department of Education and Science regulations shall be matched to the appropriate duties for each category as determined at 2.3 above.
- 2.6 The duties attached to the posts of Assistant Principal and Special Duties Teacher respectively should have a level of responsibility and workload commensurate with the category.
- 2.7 The Board of Management/Manager of each school, following the consultation process as per Par. 1.3 of this Circular, shall then determine the schedule of post duties.
- 2.8 Existing Grade B post-holders and Grade A post-holders may be appointed to the new grades of Special Duties Teacher and Assistant Principal respectively provided they are prepared, in accordance with their contracts, to undertake the duties and responsibilities of the grades assigned to them. Appropriate duties will be assigned following consultation with individual post-holders. Existing Grade B post-holders and Grade A post-holders who wish to be appointed to the grade of Special Duties Teacher and Assistant Principal respectively should notify the Board of Management not later than 30th June. Any such appointment will take effect from the commencement of the following school year.
- 2.9 In the event that an existing post-holder is not prepared to undertake duties specified in the new schedule of post duties, the post-holder may continue to retain duties of a similar level of responsibility to their existing duties and their allowance at the appropriate A or B post level.
- 2.10 The schedule of post duties and the names of those who will undertake the duties shall be approved formally by the Board of Management/Manager and a copy forwarded to the Department of Education and Science.

- 2.11 The specific duties of each post-holder will be set out in a contract which will also provide for a review of post duties at the request of either management or the post-holder (cf. Appendix Three : Specimen Contract)
- 2.12 The reasons for such a review could include
- (i) review of the workload and responsibilities associated with the performance of the duties - to ensure that the duties performed are reasonable and proportionate to the allowance;
 - (ii) review in the context of the changing needs of the school;
 - (iii) review of the level of performance of duties.
- 2.13 School authorities will be required to certify periodically to the Department of Education and Science that they are satisfied that, insofar as possible, the necessary in-school management duties are being carried out through the implementation of the school's in-school management arrangements.
- 2.14 A formal review of the continuing appropriateness of the in-school management arrangements may be undertaken through consultation between Board of Management/Manager, the Principal and the staff of the school on a biannual basis or whenever a vacancy for an in-school management post arises.

3. Appointment Procedures:

3.1 Advertising the vacancy.

- 3.1.1 Notice of the vacant post shall be posted in the school for a period of not less than 5 school days, i.e. days on which the school is in operation for pupils.
- 3.1.2 Every reasonable effort shall be made to bring the vacancy to the attention of all eligible teachers. Members of staff on approved leave are eligible to apply and, therefore, a copy of the notice of the vacant post should be sent directly to the designated contact addresses of such teachers.
- 3.1.3 In the case of Assistant Principal and Special Duties Teachers posts, all qualified teachers on the staff with a minimum 5 and 2 years' whole-time teaching service respectively or its equivalent in the school and who are contracted by the school for the full school year are eligible to apply for the post. The method of calculation of equivalent service for eligibility for posts is as follows:-
- (a) Permanent, temporary, eligible part-time, substitute or part-time service which collectively or separately amount to 22 weeks or more in any one school year will reckon as a full year for eligibility purposes;

or

- (b) Permanent, temporary, eligible part-time, substitute or part-time service which, collectively or separately, amount to 200 hours or more in any one school year will reckon as a full year for eligibility purposes.

3.1.4 Appointment to a post of responsibility will be conditional on the teacher being available to carry out the duties assigned to the post. The nature of the duties attaching to posts of responsibility may require attendance at the school over the entire school week. The performance of these duties by a part-time teacher may require a change in the attendance requirements of such a teacher on appointment to a post of responsibility. Where a part-time teacher is successful, the entitlement of that teacher to the post will lapse on the expiry of the teaching contract except where the part-time teaching contract is followed immediately by a whole-time or further part-time teaching contract in the school.

No teacher may hold more than one post of responsibility at any one time.

3.1.5 The notice shall specify the closing date for receipt of written applications which should not be earlier than ten school days after the initial date of posting of the notice in the school. In the case of acting-up posts the closing date for receipt of written applications should not be earlier than 4 school days after the initial posting of the notice of the school.

3.1.6 The notice shall specify the category of the post and the post will be defined by reference to the school's schedule of posts.

3.1.7 The notice shall invite applications from all eligible members of staff to be submitted by the specified date to the Secretary of the Board of Management/Manager.

3.2 **Selection:**

3.2.1 All qualified applicants for the post shall be interviewed by an Interview Board consisting of the Principal of the school, a nominee of the Board of Management/Manager and an independent Chairperson, appointed by the Board of Management/Manager from a panel agreed nationally between the ASTI, JMB and the Department of Education and Science. The panel will be selected on the basis of agreed national criteria.

- 3.2.2 The Interview Board will determine the suitability of applicants for the post, taking account of the requirements of the post and the professional performance and experience of the applicants. It will list the suitable applicants in order of seniority in the school (cf. Appendix Two).
- 3.2.3 The Board of Management/Manager shall appoint the most senior suitable applicant to the post.
- 3.2.4 The Board of Management/Manager shall notify candidates of the decision. The candidates will be informed that the decision is subject to sanction by the Department of Education and Science and may be appealed. In the event of an appeal no appointment shall be made to the post pending the outcome of the appeal process, save in exceptional circumstances and with the prior approval of the Department of Education and Science.
- 3.2.5 The independent appeal system set out in Section 4 may be utilised by applicants who believe that the criteria by which suitability was assessed and/or the process through which the appointment was made were not in accordance with procedures outlined in this Circular.
- 3.2.6 If an appeal under Section 4 is rejected, the Board of Management/Manager will request the Department of Education and Science to sanction the post.
- 3.2.7 If an appeal is upheld on the grounds that the procedures were not followed properly, the Board of Management/Manager shall make arrangements to re-advertise the post.
- 3.2.8 If an appeal is upheld on the grounds that the assessment criteria were unfair and the appellant by virtue of the application of fair criteria would be deemed the most senior suitable applicant, then the Board of Management/Manager shall appoint that applicant to the post. In any other circumstances, the post shall be re-advertised and a new competition will be held.

4. **Appeal Procedure:**

- 4.1 An Arbitrator shall be appointed by the ASTI and the JMB for a fixed two year renewable term of office to deal with such appeals.
- 4.2 The Arbitrator will be advised by a nominated advisor from each of the JMB and ASTI in all cases,
- 4.3 A person may submit an appeal in writing to the Arbitrator setting out the grounds for the appeal. Such an appeal must be lodged within 10 school days of the announcement of the Board of Management/Manager's decision. The Arbitrator shall base any findings on the grounds for the appeal as submitted.
- 4.4 The Arbitrator shall obtain a written response from the Board of Management/Manager within 10 school days of an appeal under paragraph 3.2.5 of this Circular.

- 4.5 The Arbitrator will consult the advisors, based on the written statements which he/she will make available to both parties (Management/Appellant).
 - 4.6 The Arbitrator may decide to hold a hearing at which to interview the parties. The Arbitrator shall have power to call witnesses and to make arrangements to have evidence heard in camera if necessary. Any expenses arising shall be shared by the ASTI and the JMB. No issues, other than those contained in the written submissions, may be raised at the hearing.
 - 4.7 The Arbitrator shall give reasonable notice to the parties of the hearings. When notifying parties to an appeal of the date of the hearings, it should be indicated to the parties concerned that in the event of failure to appear the Arbitrator may proceed to decide the case if he/she considers it appropriate to do so.
 - 4.8 The parties may be represented or accompanied at such hearings by a teacher or management colleague, other than a member of Standing Committee of the ASTI or official of the ASTI or a member or official of the JMB. No further submissions will be entertained after an arbitration hearing.
 - 4.9 The Arbitrator shall act as correspondent and shall issue his/her findings to the ASTI, the JMB and to other parties involved within 30 school days of the submission of the appeal to him/her.
 - 4.10 Upon receipt of the Arbitration findings, the Board of Management/Manager shall act in accordance with the provisions of paragraphs 3.2.6, 3.2.7 or 3.2.8 above.
 - 4.11 In the event of the unavoidable absence of the Arbitrator, the ASTI and the JMB may nominate an agreed Deputy Arbitrator for the whole of the hearing/consideration of any particular case.
 - 4.12 Without prejudice to the rights of any of the parties involved to have recourse to litigation, the decision of the Arbitrator shall be final and binding on all of the parties.
 - 4.13. Any disagreement between the Advisors to the Arbitrator about the interpretation of any aspect of the Appeals Procedure shall be referred by the Arbitrator for clarification in the first instance to the JMB and the ASTI. Should the ASTI and the JMB fail to agree on an interpretation it shall be interpreted by the Arbitrator.
5. **Review:**
- 5.1 The operation of the arrangements may be reviewed after a period of two years by a group to be established by the Minister for Education and Science which will include representatives of the ASTI and JMB and of the Department of Education and Science.

6. Time for Performance of Duties:

- 6.1 The JMB and the ASTI continue to stress that the development of an effective in-school management system requires as an essential element the allocation of time for the performance of duties.
- 6.2 The Departments of Education and Science and Finance accepted that the development of an effective in-school management system could require the allocation of time for duties. On that basis it was proposed that in regard to Assistant Principals, where possible, schools may allocate time for the performance of duties from existing resources.
- 6.3 The Departments of Education and Science and Finance have agreed to keep the situation under review in the context of the ongoing provision of staffing resources to schools and as financial circumstances permit.

**John Dennehy,
Secretary General.**

November, 2002.