

MEMORANDUM OF AGREEMENT

BETWEEN

THE DEPARTMENT OF BASIC EDUCATION

(HEREINAFTER REFERRED TO AS "THE DBE"),

AND

**THE FOLLOWING TRADE UNIONS REGISTERED IN TERMS OF THE LABOUR
RELATIONS ACT, NO. 66 OF 1995:**

SOUTH AFRICAN DEMOCRATIC TEACHERS' UNION (SADTU);

SOUTH AFRICAN TEACHERS' UNION (SAOU);

**NATIONAL PROFESSIONAL TEACHERS' ORGANISATION OF SOUTH AFRICA
(NAPTOSA);**

PROFESSIONAL EDUCATORS' UNION (PEU); AND

NATIONAL TEACHERS UNION (NATU),

(HEREINAFTER COLLECTIVELY REFERRED TO AS "THE TEACHER UNIONS"),

DULY REPRESENTED BY THEIR PRESIDENTS

AND

EASTERN CAPE EDUCATION DEPARTMENT ("ECED")

FREE STATE EDUCATION DEPARTMENT ("FSED")

GAUTENG DEPARTMENT OF EDUCATION ("GDE")

KWAZULU NATAL DEPARTMENT OF EDUCATION ("KZNDOE")

LIMPOPO EDUCATION DEPARTMENT ("LED")

MPUMALANGA EDUCATION DEPARTMENT ("MDE")

NORTHERN CAPE EDUCATION DEPARTMENT ("NCED")

NORTH WEST EDUCATION DEPARTMENT ("NWED")

WESTERN CAPE EDUCATION DEPARTMENT ("WCED")

ON

PROFESSIONAL DEVELOPMENT FOR TEACHERS

PREAMBLE

WHEREAS, at the Teacher Education and Development Summit held in July 2009, it was resolved that the Department of Basic Education (DBE), in collaboration with the teacher unions and other stakeholders, including higher education institutions, would resource appropriate structures and modes of delivery of teacher development, including professional development programmes provided by a variety of role players such as the teacher unions and teacher development institutes, to ensure that support would be accessible to all teachers in the public school system.

AND WHEREAS currently the Provincial Education Departments (PEDs) are tasked with the responsibility of ensuring teacher education and development through professional development programmes.

AND WHEREAS it is recognised that Teacher Unions will complement the Provincial Education Departments and the DBE to achieve their objectives in order to provide teacher development programmes.

AND WHEREAS the objective of this programme is to address teacher development issues and ensure that teachers in South Africa receive ongoing professional development, with the TUs, the DBE and PEDs playing a critical role in ensuring that this objective is achieved,

NOW THEREFORE the parties agree as follows:

1. DEFINITIONS

For the purpose of this agreement, unless the context indicates otherwise, the following definitions are set out for the terms indicated:

- a. **"Action plan to 2014"** refers Action Plan to 2014: Towards the Realisation of Schooling 2025;
- b. **"Agreement"** refers to this document and schedules attached hereto;

- c. **"Days"** means a calendar day on which programmes are conducted;
- d. **"DBE"** means the Department of Basic Education;
- e. **"DG of DBE"** means the Director-General of the Department of Basic Education;
- f. **"ISPFTED"** refers to Integrated Strategic Planning Framework for Teacher Education and Development.
- g. **"TUs"** means teacher unions and refers to SADTU, SAOU, NAPTOSA, PEU, NATU;
- h. **"PEDS"** means the provincial education departments either singularly or collectively;
- i. **"PFMA"** means the Public Finance Management Act, 1999 (Act No.1 of 1999) as amended;
- j. **"Programme "** means the teacher development collaborative programme as envisaged in clause 2;
- k. **"Programme Manager"** appointed by the DBE;
- l. **"PM"** means the Programme manager appointed by the DBE;
- m. **"Parties"** means the Department of Basic Education, the PDEs and the TUs' individually or collectively as the case may be;
- n. **"Teachers"** refers to teachers in public service.

2. INTERPRETATION

In this agreement unless indicated otherwise the following interpretations will apply;

- a. **"Signature Date"** means date this agreement is signed and shall be the latest date if there are two or more signatories to the agreement, and there is more than one date of signature;

- b. Any reference to an enactment is to that enactment as at the Signature date and as amended from time to time;
- c. ~~Any annexure or any schedule forming part of an annexure if not in existence~~ at the time of signing this agreement must be agreed upon and signed by all the parties;
- d. if any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Agreement;
- e. when any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day regardless whether the last day falls on a Saturday, Sunday or public holiday;
- f. Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- g. Expressions defined in this Agreement shall bear the same meanings in schedules or annexures to this Agreement which do not themselves contain their own definitions.

3. PARTIES

DBE:

- a. The Department of Basic Education, duly represented by Mr P.B Soobrayan in his capacity as DG;

PEDs:

- b. The Eastern Cape Education Department, duly represented by the Acting Superintendent-General; Mr ML Ngonzo;

- c. the Free State Education Department, duly represented by the Head of Department of Education; Mr RS Malope;
- d. the Gauteng Education Department, duly represented by the Superintendent-General; Mr B Ngobeni;
- e. the KwaZulu-Natal Education Department, duly represented by the Superintendent-General; Dr SNP Sishi;
- f. the Limpopo Department of Education, duly represented by the Acting Superintendent-General; Mr MT Thamaga;
- g. the Mpumalanga Education Department, duly represented by the Superintendent-General; Ms M Mhlabane;
- h. the North West Education Department, duly represented by the Acting Superintendent General; Dr MA Seakamela;
- i. the Northern Cape Education Department, duly represented by the Head of Department of Education; Mr T Pharasi;
- j. the Western Cape Education Department, duly represented by the Superintendent-General; Ms P Vinjevoid.

TUs:

- a. the General Secretary of SADTU, duly represented by Mr M. Maluleke;
- b. the President of SAOU, duly represented by Dr JA Breed;
- c. the President of NAPTOSA, duly represented by Mr Ramasehla;
- d. the President of PEU, duly represented by Ms MM Makgoba;
- e. the President of NATU, duly represented by Mr SL Ngcobo.

4. DURATION

This agreement shall commence on the date of signature thereof and shall remain in force until 31 March 2015, unless:

- a. it is extended by the DBE and PEDs, in consultation with the TUs; or
- b. either party terminates it on an earlier date by giving the other party 30 days' written notice.

5. OBJECTIVES

The objectives of the agreement are to contribute to the achievement of targets as set out for teacher professional development in Action Plan to 2014 and the ISPFTED.

6. OBLIGATIONS OF THE PARTIES

6.1 The DBE will :

- a. As part of the programme agreement between the three parties, collaboratively plan, co-ordinate, provide guidance and support to PEDs and TUs to ensure all activities relating to the effective delivery of the Programme Agreement are achieved;
- b. Subject to 6.1(a), will set up a Programme Operational Committee (POC) to, amongst other things, ensure the implementation of this agreement and ensure the smooth running of the processes to achieve the objectives envisaged herein; the Constitution of the POC is attached hereto as Schedule A;
- c. Appoint and manage a Programme Manager and provide the necessary support staff and resources to manage the programme agreement.
- d. Appoint either internal and/or external auditors to audit the programme, subject to the available budget allocation and provide the TUs at least 48 hours notification of such audit to be conducted;

- e. Request further financial or non financial information relating to the Programme from the TUs on the understanding that TUs may not unreasonably withhold such information;

6.2 The PEDs will:

- a. identify teacher development needs in the province which can be provided by TUs as complementary to PED programmes for purposes of this programme. This will be based on identifying priority areas for teacher development programmes based on Action Plan to 2014 and the Integrated Strategic Planning Framework for Teacher Education and Development;
- b. work collaboratively with TUs to implement and monitor the delivery of professional development activities in alignment with Programme objectives.
- c. participate actively in the POC and its related technical processes to meet the objectives of the programme, including the evaluation and approval of teacher union programmes;
- d. assign/ appoint an official to co-ordinate the delivery of the programme with unions in the province.

6.3. The TUs in collaboration with the PEDs and DBE will :

a. General matters:

- (i) prepare and submit plans (funding proposals) for the professional development of teachers within the stipulated timeframes and criteria as agreed by the parties;
- (ii) work collaboratively to plan, implement, monitor, report on and communicate and advertise activities to teachers;
- (iii) submit detailed written progress reports, including financial reports, at

least three times per year and/or as agreed in the approved business plans. (See Schedule C for details).

- (iv) assign/ appoint a union programme manager to facilitate the professional development programme;
- (v) administer the funds allocated to it in respect of each funding proposal that is approved by the DBE;
- (vi) ensure that the banking details of the respective TUs business bank account are supplied to the DBE to ensure monies can be transferred into the TUs business bank account;
- (vii) ensure the development and delivery of programmes;
- (viii) attend Programme Operational Committee meetings.
- (ix) ensure that teachers are informed that payment for participation in activities of this programme agreement is not permitted in terms of the PFMA.
- (x) ensure that teachers are not discouraged from attending PED activities of union programmes other than those of their own.

b. In regard to financial matters:

- (i) provide written assurance to DBE that the organisation implements effective, efficient and transparent financial management and internal control systems as required in terms of section 38j of the PFMA.

c. In regard to the procurement of goods and services:

- (i) process and pay all valid accounts of service providers or suppliers of goods on receipt of an original invoice authorised by the Programme Manager or her authorised designee.
- (ii) keep all supporting vouchers and documents of transactions.
- (iii) procure all goods and services in accordance with the principles of fairness, transparency, equity, cost effectiveness and competitiveness.

d. In regard to the teacher development programme:

- (i) prepare and submit plans for the professional development of teachers with clear timeframes based on Schedule B;
- (ii) share and support teachers' classroom best practice with the POC.
- (iii) communicate and advertise their activities to teachers and to the public, using various media.
- (iv) manage and monitor the union-led teacher development programme.
- (v) report on and evaluate progress on the delivery of the programme as agreed in the approved Business plans and in Schedule C.
- (vi) assist in the identification and resolution of teacher-identified teaching problems.
- (vii) ensure that teachers are actively involved in professional development programmes.
- (viii) submit detailed reports on the status of the programme through the processes agreed by the parties and led by the DG.
- (ix) undertake to permit such evaluation or audit to take place and to grant DBE or its representative access to all financial and non-financial records pertaining to the Programme.
- (x) ensure that the activities in this programme are exclusively for teacher development purposes and not used to mobilise for membership of the union.
- (xi) ensure that materials produced by unions are approved through the programme approval processes before being used, with the exception of CAPS programmes where nationally developed materials will be used.
- (xii) ensure that logos of the DBE, the union and the province where the

programme is being implemented appear on all materials and communication relating to the programme.

7. GENERAL

- 7.1 The parties may not cede any of the rights or obligations conferred on them by this agreement or assign those rights or obligations to any other party.
- 7.2 No waiver, indulgence and/or relaxation of whatever nature of any of the provisions of this agreement by a party thereto shall be valid or enforceable against the other party, unless such waiver, indulgence or relaxation is in writing and signed by both parties.

8. DISPUTE RESOLUTION

Any matter that is unclear, any difference of opinion and any dispute between the parties arising out of the interpretation or implementation of this agreement shall be resolved amicably and by mutual consensus, by means of consultation between the Director-General of the DBE and the presidents of the TUs together with the respective PEDS where applicable. Should the parties be unable to resolve a dispute amicably, the dispute shall be submitted for arbitration in accordance with the Arbitration Laws of the Republic of South Africa.

9. DOMICILIUM

- a. The DBE chooses as its *domicilium citandi et executandi*, for the purpose of serving any notice, correspondence and legal documents relating to this agreement, the following address:

Sol Plaatje House
222 Struben Street
Pretoria, 0001

- b. The PEDs choose as their *domicilium citandi et executandi*, for the purpose of serving any notice, correspondence and legal documents relating to this agreement, the following address:

EASTERN CAPE DEPARTMENT OF EDUCATION ("ECED") chooses as its *domicilium citandi et executandi*, for the purpose of serving any notice, correspondence and legal documents relating to this agreement, the following address:

Physical address:
Steve Vukile Tshwete Complex, Zone 6
ZWELITSHA
Central Bisho
5605

Postal Address:
Private Bag X0032
BISHO
5605

FREE STATE EDUCATION DEPARTMENT ("FSED") chooses as its *domicilium citandi et executandi*, for the purpose of serving any notice, correspondence and legal documents relating to this agreement, the following address:

Physical address:
CR Swart Building
55 Elizabeth Street
Room 2103
BLOEMFONTEIN
9301

Postal Address:
Private Bag X20565
BLOEMFONTEIN
9300

GAUTENG DEPARTMENT OF EDUCATION ("GDE") chooses as its domicilium citandi et executandi, for the purpose of serving any notice, correspondence and legal documents relating to this agreement, the following address:

Physical address:
African Life Bldg/Arcade
Room 1009
111 Commissioner Street
JOHANNESBURG
2000

Postal Address:
PO Box 7710
JOHANNESBURG
2000

KWAZULU NATAL DEPARTMENT OF EDUCATION ("KZNDOE") chooses as its domicilium citandi et executandi, for the purpose of serving any notice, correspondence and legal documents relating to this agreement, the following address:

Physical address:
Administration Bldg
2nd Floor
247 Burger Street
King Dinizulu Highway
PIETERMARITZBURG
3200

Postal Address:
Private Bag X9137
PIETERMARITZ-BURG
3200

LIMPOPO EDUCATION DEPARTMENT ("LED") chooses as its domicilium citandi et executandi, for the purpose of serving any notice, correspondence and legal documents relating to this agreement, the following address:

Physical Address:
113 Biccard Street
POLOKWANE
0700

Postal Address:
Private Bag X9489
POLOKWANE
0700

MPUMALANGA DEPARTMENT OF EDUCATION ("MDE") chooses as its domicilium citandi et executandi, for the purpose of serving any notice, correspondence and legal documents relating to this agreement, the following address:

Physical Address:
Dept of Education
Ext 5,
Government Boulevard
NELSPRUIT 1200

Postal Address:
Private Bag X11341
NELSPRUIT
1200

NORTHERN CAPE EDUCATION DEPARTMENT ("NCED") chooses as its domicilium citandi et executandi, for the purpose of serving any notice, correspondence and legal documents relating to this agreement, the following address:

Physical Address:
Perseverance Building 156 Barkley Street
Homestead
KIMBERLEY
8300

Postal Address:
Private Bag X5029
KIMBERLEY
8300

NORTH WEST EDUCATION DEPARTMENT ("NWED") chooses as its
domicilium citandi et executandi, for the purpose of serving any notice,
correspondence and legal documents relating to this agreement, the
following address:

Physical Address:
Executive Block
East Wing, 1st Floor Garona Building
Dr James Moroka Ave
MMABATHO
2735

Postal Address:
Private Bag X2044
MMABATHO
2735

WESTERN CAPE EDUCATION DEPARTMENT ("WCED") chooses as its
domicilium citandi et executandi, for the purpose of serving any notice,
correspondence and legal documents relating to this agreement, the
following address:

Physical Address:
Room 924, 9th Floor
Grand Central Bldg
Lower Parliament Street
CAPE TOWN
8001

Postal Address:
Private Bag X9114
CAPE TOWN
8000

c. **The Teacher Unions** choose as their *domicilium citandi et executandi*, for the purpose of serving any notice, correspondence and legal documents relating to this agreement, the following address:

SADTU chooses as its *domicilium citandi et executandi*, for the purpose of serving any notice, correspondence and legal documents relating to this agreement, the following address:

Physical address:
Matthew Goniwe House
49 Goud Street
Johannesburg
2000

Postal Address:
PO Box 6401
Johannesburg
2000

SOUTH AFRICAN TEACHERS' UNION (SAOU) chooses as its *domicilium citandi et executandi*, for the purpose of serving any notice, correspondence and legal documents relating to this agreement, the following address:

Physical address:
278 Serene Street
GARSFONTEIN
0042

Postal Address:
PO Box 90120
GARSFONTEIN
0042

NATIONAL PROFESSIONAL TEACHERS ORGANISATION OF SOUTH AFRICA (NAPTOSA) chooses as its *domicilium citandi et executandi*, for the purpose of serving any notice, correspondence and legal documents relating to this agreement, the following address:

Physical Address:
NAPTOSA House,
270 Prince's Park Avenue,
Pretoria,
0001

Postal address:
P O BOX 572,
Pretoria.
0001

PROFESSIONAL EDUCATORS' UNION (PEU) chooses as its domicilium citandi et executandi, for the purpose of serving any notice, correspondence and legal documents relating to this agreement, the following address:

Physical address:
70 DE KORTE STREET
1ST FLOOR, PEU BUILDING
BRAAMFONTEIN
2017

Postal Address:
PO Box 32838
BRAAMFONTEIN
2017

NATIONAL TEACHERS' UNION (NATU) chooses as its domicilium citandi et executandi, for the purpose of serving any notice, correspondence and legal documents relating to this agreement, the following address:

Physical address:
47 - 57 Biyela Street
EMPANGENI
3880

Postal Address:
P. O. Box 716
EMPANGENI
3880

10. BREACH

Should a party breach any of the terms of this agreement and fail to rectify such breach within 14 days of the receipt of a written request from the other party, the aggrieved party shall be entitled to terminate this agreement without prejudice of any other rights that it may have.



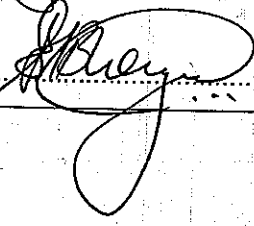
11. TERMINATION

In the event of the termination of this agreement, the TUs shall, on the written request of the DBE, return to the DBE, without the right of retention, all documentation, information, records, etc. that they obtained in terms of this agreement.

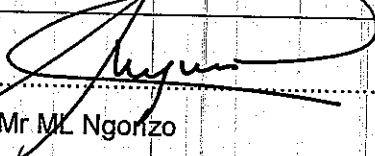

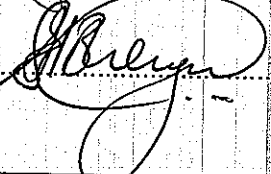
12. ENTIRE AGREEMENT

This agreement represents the full and complete agreement between the parties, and no amendments of whatever nature will have any legal force unless such amendments are in writing and signed by all the parties.

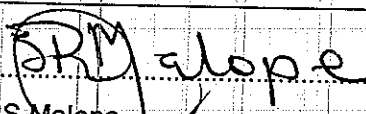

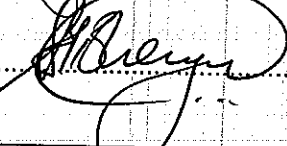
Signed at PRETORIA on this 14 day of JUNE 2012

 Mr PB Soobaiyan DIRECTOR GENERAL On behalf of the Department of Basic Education	Witnesses 1.  2. 
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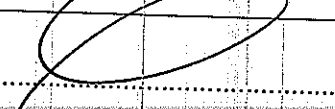

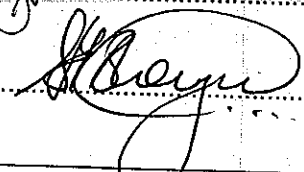
Signed at PRETORIA on this 14 day of JUNE 2012

 Mr ML Ngorizo Acting Superintendent General On behalf of the Eastern Cape Department of Education	Witnesses 1.  2. 
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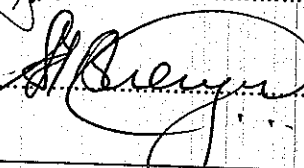
Signed at PRETORIA on this 14 day of JUNE 2012

 Mr RS Malope Head of Department of Education On behalf of the Free State Department of Education	Witnesses 1.  2. 
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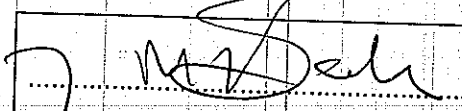

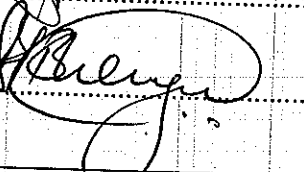
Signed at PRETORIA on this 14 day of JUNE 20 12

 Mr. B Ngobeni Superintendent-General On behalf of the Gauteng Department of Education	Witnesses
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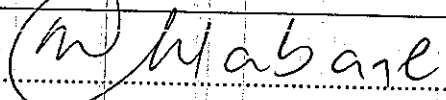

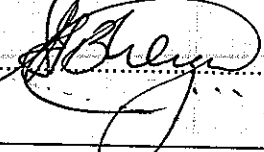
Signed at PRETORIA on this 14 day of JUNE 20 12

 Dr SNP Sishi Superintendent-General On behalf of the KwaZulu Natal Department of Education	Witnesses
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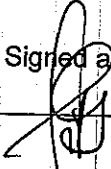

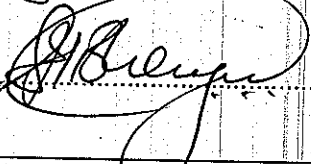
Signed at PRETORIA on this 14 day of JUNE 20 12

 Mr MT Thamaga Superintendent-General On behalf of the Limpopo Department of Education	Witnesses
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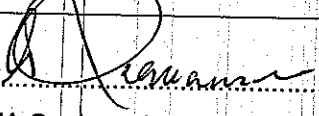

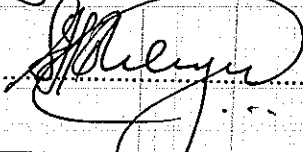
Signed at PRETORIA on this 14 day of JUNE 20 12

 Ms M Mhlabane Superintendent-General On behalf of the Mpumalanga Department of Education	Witnesses 1.  2. 
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Signed at PRETORIA on this 14 day of JUNE 20 12

 Mr T Phasasi Head of Department On behalf of the Northern Cape Department of Education	Witnesses 1.  2. 
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Signed at PRETORIA on this 14 day of JUNE 20 12

 Dr MA Seakamela Acting Superintendent-General On behalf of the North West Department of Education	Witnesses 1.  2. 
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Signed at PRETORIA on this 14 day of JUNE 20 12

<u>P. Vinjevold</u> Ms P Vinjevold Superintendent-General On behalf of the Western Cape Department of Education	Witnesses 1 <u>[Signature]</u> 2 <u>[Signature]</u>
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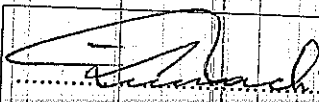

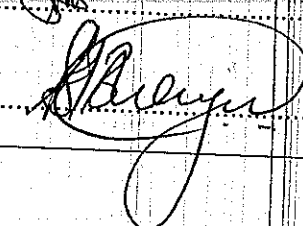
Signed at PRETORIA on this 14 day of JUNE 20 12

<u>E. D. Joubert</u> Dr JA Breed President On behalf of SAOU	Witnesses 1 <u>[Signature]</u> 2 <u>[Signature]</u>
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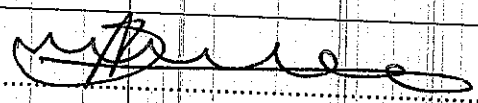

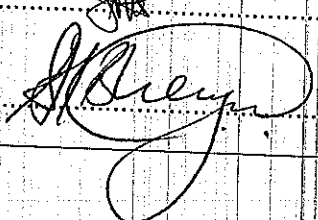
Signed at PRETORIA on this 14 day of JUNE 20 12

<u>[Signature]</u> Mr H. Hendricks Executive Director On behalf of NAPTOA	Witnesses 1 <u>[Signature]</u> 2 <u>[Signature]</u>
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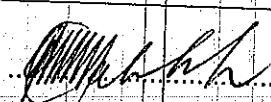

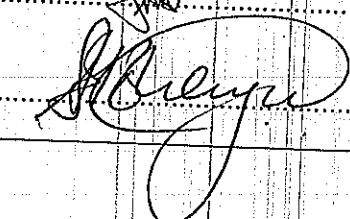
Signed at PRETORIA on this 14 day of JUNE 20 12

 Ms MB Machipi General Secretary On behalf of PEU	Witnesses 1.  2. 
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Signed at PRETORIA on this 14 day of JUNE 20

 Mr SA Thompson Deputy President On behalf of NATU	Witnesses 1.  2. 
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Signed at PRETORIA on this 14 day of JUNE 20 12

 Mr M Maluleke General Secretary On behalf of SADTU	Witnesses 1.  2. 
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ANNEXURE A

PROGRAMME AGREEMENT WITH TEACHER UNIONS

FRAMEWORK DOCUMENT

A focus on Teacher Development

1. INTRODUCTION

The Teacher Summit of 2009, and the resultant *Integrated Strategic Planning Framework for Teacher Education and Development in SA, 2011 – 2025*, hereafter referred to as *The ISPFTED*, noted the following challenges facing Teacher Education and Development in the country:

- a. a lack of access to quality TED opportunities for prospective and practising teachers;
- b. a mismatch between the provision and demand for teachers of particular types;
- c. the failure of the system to achieve dramatic improvement in the quality of learning and teaching in schools;
- d. a fragmented and uncoordinated approach to TED;
- e. the tenuous involvement of teachers, their organisations and other role players; and
- f. Inefficient and poorly monitored funding mechanisms.

The ISPFTED recognizes that the ultimate responsibility for recruiting, preparing, inducting, developing and utilizing human resources in public education lies with government, and views teachers as essential contributors to the structure and implementation of teacher development programmes. It places teachers firmly at the centre of all efforts to improve teacher capacity and effectiveness.

The ISPFTED adopts a 15 year time-frame but recognizes the need for immediate, medium-term and long-term deliverables to ensure quality teacher education and development.

From existing evidence linked to the CAPS, the National Senior Certificate and the Annual National Assessments results as well as the qualification profiles of practicing teachers, five categories of educators have been identified for targeted teacher development opportunities in the short to medium term.

For the first five years of the ISPFTED (2011/12 – 2015/16) the following categories of educators were identified:

- School Leaders (principals, deputy principals and heads of department) and subject advisors;
- Practising teachers
- Mentor teachers
- Un- and under-qualified practicing teachers
- Special Needs teachers

The proposed collaboration is informed by the massive challenge presented by the above as well as recognition and an acknowledgement that:

- currently all South African teacher unions are engaged in structured teacher development for their members, within reasonably well-developed systems of professional support for teachers;
- That approximately 70% of South African teachers are unionised and therefore could benefit through the above structured teacher development, if expanded ;
- That there is an urgent need to harness all available resources to increase access to quality teacher development and avoid a fragmented and uncoordinated approach; and
- That there is international best practice to draw on – which has demonstrated the effectiveness of such PROGRAMME AGREEMENTS.

Key areas of stress currently facing the system include:

- Overall poor performance across the system and across all grades;
- Particularly poor performance in Literacy/Language and Numeracy/Mathematics in Grades 1 – 6 as evidenced by ANA results as well as related international studies;
- Poor performance in particular subjects that are high impact/high enrolment - making it difficult for the system to improve the quality of student passes in the NSC exams;
- The introduction of CAPS in the system – beginning with Foundation Phase (including the introduction of English First Additional Language) and Grade 10 in 2012; and
- Persistent poor performance in some provinces and/or in particular geographic areas and districts.

2. THE PROGRAMME AGREEMENT

The PROGRAMME AGREEMENT is primarily intended to give effect to the intentions and the spirit of the Teacher Summit of 2009 as captured in the ISPFTED – that government should work *“in collaboration with teacher unions and (other) stakeholders ... to ensure that support is accessible to all teachers”*. It is, however, also intended to make a real dent in teacher competence, confidence and effectiveness by providing quality development and support to all teachers that need it.

The following key principles will guide the PROGRAMME AGREEMENT:

- All teacher development programmes mounted by teacher unions under the **PROGRAMME AGREEMENT** will be designed to **complement** PDE programmes based on achieving targets for **Action Plan to 2014** and guided by the ISPFTED;
- Funding will be made available to fund only those programmes as identified above and for implementation as guided by the **ISPFTED** ;

- Programmes will be funded if they are designed for all teachers and not for the benefit of only teachers affiliated to a particular teacher union;
- Priority to be given to provinces, geographic areas/districts and subjects that have been identified as in urgent need of support;
- All training programmes to include an assessment of baseline skills, where practically possible, as well as a post training assessment as a first indication of training benefit.
- PEDs could request unions to conduct specific programmes to meet their needs.

3. FOCUS AREAS

The PROGRAMME AGREEMENT with teacher unions is intended to help the system to deliver specifically on:

- a) Goal 16 of the Action ISPFTED to 2014: ***improve the professionalism, teaching skills, subject knowledge and computer literacy of teachers throughout their careers,*** and
- b) The following system priorities identified for the next 5 years:
 - Preparation of teachers for effective implementation of the curriculum through support for CAPS implementation (training focused on Grade 10 and Foundation Phase in 2011 to early 2012; Intermediate Phase and Grade 11 in 2012 and Grade 12 and Senior Phase in 2013);
 - Foundation Phase: Numeracy, home language literacy and English First Additional Language;
 - Intermediate, Senior and FET Phases : mathematics and English first additional language;
 - FET (in addition to the above): Maths, Mathematical Literacy, Accounting and Physical Science;
 - Computer Literacy for all educators.
- c) Increased coverage of training on all the above to complement provincial departments of education teacher development plans.

4. ENVISAGED BENEFITS

Some of the benefits that could accrue from such a PROGRAMME AGREEMENT with Teacher Unions include:

- Wider and faster reach of teacher development activities across the system to complement Department activities.
- Foster better understanding and collaboration between employer and employees and reduce the potential for conflict.
- Help strengthen capacity of teacher unions to engage in professional activities to benefit teachers.
- Teacher union capacity will get built by developing teachers, as well as staff appointed to plan, organise and report on programmes.
- More speedy, efficient and cost effective delivery of projects than is available at present.
- Alleviation of capacity constraints and bottlenecks in the delivery of teacher development projects.
- Innovation and diversity in the provision of teacher development activities.
- Effective utilization of state assets to the benefit of all teachers.

5. TYPES OF PROGRAMMES

1. Orientation to the Curriculum and Assessment Policy Statement (CAPS)

Nationally produced training materials will be used as core training materials for the orientation to the CAPS.

2. Short-course interventions

A variety of short-courses or part qualifications which target a particular group or groups of educators may be funded. These do not need to be credit bearing but should be aimed at:

- a. Improving teacher knowledge and classroom practice in the subjects and grades they teach; or
- b. Enhancing school leadership and management – with particular emphasis on managing learning and teaching.

These may include the following types of CPD initiatives and programmes:

- Short courses of varying durations from a few weeks to a few months using mixed mode approaches. (contact, distance, web-based).
- Half-day, one or few days short workshops (using the spiral model of input → practice → reflection → input)
- Holiday programmes and teacher conferences and seminars
- Professional Learning Community initiatives in individual schools or clusters
- Whole school improvement initiatives
- Any other similar initiatives geared towards the stated objectives.
- The programmes will have to be endorsed by SACE once the CPTD management system is finalised and approved.

3. Qualification-programme and Unit Standard interventions

Qualification bearing **development** programmes may be considered **only** if such are provided **in collaboration with Higher Education Institutions and accredited service providers** to provide and award such qualifications.

Such qualification bearing programmes may include:

- a. Leadership and Management qualifications for principals
- b. ACE programmes for identified highly competent mentor or lead teachers;
- c. Level 5 ECD/Grade R diploma for unqualified and under-qualified Grade R teachers who are supported to be competent Grade R "educators"
- d. Part qualifications as approved by SAQA; this can include unit standards or combinations of unit standards.

The qualifications will be adjusted in line with the provisions on the revised policy on minimum qualifications for teachers. **This condition excludes the initial preparation of teachers.**

6. RISK IDENTIFICATION AND RISK MANAGEMENT

Risk identification	Risk Management
Since this a first-time process, there may be teething problems with getting understanding and agreement between the Departments and unions on roles and responsibilities.	Regular and frequent discussions in the start-up phase to build strong understandings and agreements.
Poor co-ordination and competition between PDE and union programmes.	Union plans have to be aligned with DBE priorities and implementation to be planned together with PEDs.
The possibility that the project will be delayed with additional cost or other implications or exceed projected costs	Tight adherence to timeframes, PFMA and GAAP
The occurrence of certain unexpected events that are beyond the control of the parties, whether natural or manmade, that affect the project.	Contingency plans should be in place.
Factors such as projected operating expenditure, skills requirements, labour disputes, employee fraud.	Tight adherence to PFMA regulations
The possibility that teachers will not be interested in training and/or do not attend training sessions.	Create buy-in from teachers by building consensus and transparency.
Adequacy of structures at all levels, national, provincial, district, school) to deal with the magnitude and complexity of the programme	Effectiveness of the structures to be monitored by all parties

7. MONITORING AND EVALUATION

- Individual Unions will do individual monitoring of their programmes to meet agreed upon criteria and provide progress at least three times per year at the meetings indicated in the POC constitution or as agreed in the approval of the programme business plans.
- DBE and PEDs will monitor overall delivery, reach and value add of programmes and report half-yearly to HEDCOM and CEM or as agreed; monitoring specialists not belonging to any of the parties will be included in the monitoring and evaluation processes.
- More nuanced and detailed monitoring and evaluation processes to address the complexities of the programme will be developed in the technical committees as the programme evolves.
- An evaluation and approvals committee will be set up as agreed by all the parties.

ANNEXURE B

PROGRAMME OPERATIONAL COMMITTEE CONSTITUTION

1. PROGRAMME MANAGEMENT

For the oversight and operational management of the programme, there will be a Programme Operational Committee, a Programme Manager and a Technical Committee. The Programme Operational Committee (POC) will be responsible for the operations of the programme.

2. THE PARTIES

2.1 The Parties are the Department of Basic Education (DBE), the Provincial Education Departments (PEDs), the South African Democratic Teachers' Union (SADTU), the National Professional Teachers' Organisation of South Africa (NAPTOSA), the National Teachers' Union (NATU), the Suid-Afrikaanse Onderwysersunie/ South African Teachers' Union (SAOU), the Professional Educators' Union (PEU).

2.2 The Parties acknowledge the responsibilities each has undertaken for the successful implementation of a coordinated national system for teacher education and development.

3. PURPOSE

The purpose of the committee is to ensure that the programme is delivered according to the provisions of the MOU, at an operational level.

4. MEMBERSHIP

4.1 The committee will comprise of a chairperson from the DBE, an official representative appointed by each Party, and a secretary appointed by DBE.

4.2 Each Party will designate a substitute to its official representative to attend and participate in meetings of the committee when the official representative cannot attend. The name of the substitute must be provided at the first meeting.

5. SECRETARIAT

- 5.1 The committee will have a secretariat provided by the DBE and headed by the Programme Manager referred to in the agreement;
- 5.2 The secretariat is supervised by the chairperson of the committee.
- 5.3 The secretariat:
 - 5.3.1 provides professional and administrative support to the committee in the performance of its functions;
 - 5.3.2 undertakes its work subject to the direction of the committee; and
 - 5.3.3 is supervised between meetings by the chairperson of the committee.

6. FUNCTIONS

The committee assists the Parties to implement the programme in a coordinated manner, in particular by:

- 6.1 initiation, co-ordination and implementation of the programme and specific teacher development activities as agreed.
- 6.2. monitoring the implementation of the agreement;
- 6.3 reviewing the priorities of the agreement;
- 6.4 analysing data relating to the implementation of the agreement;
- 6.5 disseminating information on the implementation of the agreement;
- 6.6 making recommendations to the Parties to facilitate the implementation of the agreement;
- 6.7 any other non financial action that the committee deems necessary in order to advise on, and monitor the implementation of the programme across the system, and assist in the periodic review of the programme to ensure that teacher education and development needs are addressed in a dynamic and coherent manner.

7. MEETINGS

- 7.1 The committee will meet 3 times per year at the DBE unless otherwise agreed to and 50% +1 members constituting the quorum.
- 7.2 Additional meetings of the committee may be called at the direction of the chairperson or at the request of a Party, with due notice written notice to be given to the members.
- 7.3 The chairperson must communicate with a Party whose representative or alternate is absent from three consecutive meetings.
- 7.4 Decisions will be made by consensus as far as possible. In the event of conflicts arising, the matter will be referred to the current TD Steering Committee (envisaged in the future to be formalised into the National Teacher Education and Development Committee- NTEDC)

8. REPORTS

- 8.1 Progress reports will be submitted at each of the 3 meetings to indicate target reached in that phase and discuss plans for the next phase.
- 8.2. At the end of each financial year the committee will submit an annual report to the Parties on the state of implementation of the agreement.
- 8.3 The committee may prepare additional reports for the Parties or for the Operational and TD Steering Committee (envisaged in the future to be formalised into the National Teacher Education and Development Committee- NTEDC) in order to inform them of developments in implementation.

9. COSTS AND BUDGET

The costs of attending meetings are borne by the respective Parties.

10. AMENDMENTS

Subject to any agreement by the Parties, this constitution may be amended only by agreement among the Parties.

11. DISSOLUTION

Subject to any agreement by the Parties, the committee may be dissolved only by agreement among the Parties.

ANNEXURE C

CRITERIA FOR DBE FUNDING OF UNION CONTINUOUS PROFESSIONAL DEVELOPMENT PROGRAMMES

A. INTRODUCTION

Following the release of the *Integrated Strategic Planning Framework for Teacher Education and Development in South Africa*, the Department of Basic Education, in collaboration with provincial departments of education, has worked to strengthen partnerships to increase access to quality teacher development and learning activities for all educators – towards improving learning outcomes. The programme agreement with Teacher Unions is a critical first step in this agenda and will hopefully provide valuable lessons for the system.

All programmes in this agreement will be guided and aligned to *Action Plan to 2014* and the *Integrated Strategic Planning Framework for Teacher Education and Development in South Africa*.

B. TRAINING COURSES

1. Orientation to the Curriculum and Assessment Policy Statement (CAPS)

- a. Nationally produced training materials will be used as core training materials for the orientation to the CAPS.

2. Short-course interventions

- a. A variety of short-courses or part qualifications which target a particular group or groups of educators may be funded. These do not need to be credit bearing but should be aimed at:
 - b. Improving teacher knowledge and classroom practice in the subjects and grades they teach; or
 - c. Enhancing school leadership and management – with particular emphasis on managing learning and teaching.

These may include the following types of CPD initiatives and programmes:

- Short courses of varying durations from a few weeks to a few months using mixed mode approaches. (contact, distance, web-based).
- Half-day, one or few days short workshops (using the spiral model of input → practice → reflection → input)
- Winter/summer schools and teacher conferences and seminars
- Professional Learning Community initiatives in individual schools or clusters
- Whole school improvement initiatives
- Any other similar initiatives geared towards the stated objectives.

3. Qualification-programme and Unit Standard interventions

Qualification bearing **development** programmes may be considered **only** if such are provided **in collaboration with Higher Education Institutions and accredited service provider** to provide and award such qualifications. Such qualification bearing programmes may include:

- a. Leadership and Management qualifications for principals
- b. ACE programmes for identified highly competent mentor or lead teachers;
- c. Level 5 ECD/Grade R diploma for unqualified and under-qualified Grade R teachers who are supported to be competent Grade R “educators”
- d. Part –qualifications as approved by SAQA; such qualifications may consist of Unit Standards or combinations of Unit Standards

The qualifications will be adjusted in line with the provisions of the revised policy on minimum qualifications for teachers. **This condition excludes the initial preparation of teachers**

C. CRITERIA FOR THE EVALUATION OF PROPOSALS

General Criteria

Programmes for funding should demonstrate:

- a. Alignment to the priorities for CPD as articulated in the Action Plan to 2014, and the guidelines in the Integrated Strategic Planning Framework;
- b. Focus on improvement of learning achievement through improving teacher knowledge, skills and classroom practice and/or school management;
- c. Prioritisation of provinces, geographic areas/districts, subjects and school management issues identified for intensified support through national assessments such as ANA and NSC or where collaboration is specifically requested;
- d. Co-ordination with provincial plans that show complementarities with provincial plans;
- e. Availability of programmes to all teachers and not only teachers affiliated to a particular union;
- f. Cost effectiveness, and wherever possible, adaptation and use existing resources and facilities.

Specific Criteria

- a. Proposals should indicate the targets teachers for programmes in different phases of career e.g. beginner teachers; mid-career teachers and veteran teachers.
- b. Proposal should specify method of delivery using adult learning principles.
- c. The proposal must specify the available capacity within the union to manage and facilitate the programme, as well as the qualification/competence of the personnel to undertake the required tasks.
- d. Indicate how the implementation of the programme will be monitored and quality assured, and the indicators of effectiveness/success are specified upfront.
- e. The proposal describes how teacher learning from the programme will be assessed (e.g. by assessment of baseline skills, where practically possible, followed by post training assessment which includes assessment of content

knowledge acquisition; assessment of skills acquisition; assessment of teacher attitudes; assessment of classroom implementation).

- f. The proposal to include key outputs for professional development to succeed; professional learning necessary to achieve outcomes; a timeline for completing key professional learning and attaining outcomes.
- g. The proposal to indicate numbers, types and location of target audience, with reasonable budget attached. Changes in the dates and venues must be communicated to the DBE, PDEs through the appropriate mechanisms agreed.
- h. The proposal indicates partnerships with other unions, should they enter into such a relationship to deliver PD activities as part of the programme.
- i. The proposal includes information on Service Providers who will be involved and all details of the arrangements, name, service to be provided, accreditation/ endorsement, profiles of facilitators, venues etc.

D. EVALUATION AND APPROVALS PROCESSES.

- 1. Unions will be invited to submit proposals by given dates with guideline templates provided. (An initial template is provided in this document).
- 2. An evaluation and approvals committee will be set up by the DBE and will include PED representation and comprise of specialists in the field.
- 3. The committee will apply the criteria contained in this document.
- 4. The committee may request oral presentations to be made.

DRAFT PROPOSAL TEMPLATE

Name of Union:

Date submitted:

1. Programme name:

2. For period:

3. Type of CPD programme (e.g. One day workshop; winter/summer school etc.)

4. Programme Manager

4.1. Name of Programme Manager

4.2. Contact details

- Telephone
- Fax number
- Email address
- Physical address

5. Programme purpose/ rationale

6. Overview and intended outcomes of programme, with indication of how teacher learning from the programme will be assessed.

7. Numbers and type of personnel required for project (description of expertise, CVs where possible attached as appendices).

8. Numbers, type and location of teachers to be reached by programme.

9. Monitoring and evaluation framework, with quality indicators.

10. Outputs, activities personnel type and time-frame. (Please add outputs as required).

Output 1:	Days	Personnel type e.g. (leader, manager,	Timeframe
1.1			
1.2			
Output 2:			
2.1			

11. Budget line items

The budget will indicate the proportions to be allocated to the various areas of projected expenditure in a manner that prioritises allocations to the core of the programme, i.e. teacher and school management participation in development activities to improve teaching and learning. The categories of projected expenditure are:

- Personnel (programme staff and facilitators) according to type and rate
- Subsistence for lead teachers
- Travel and accommodation for programme staff and facilitators of programmes
- Facilities and equipment
- Workshop costs (accommodation
- Extraordinary (e.g. printing, DTP for publications)
- VAT
- Overheads (administration, management, monitoring and evaluation costs). These costs should be as minimal as possible.