

# GUIDELINES ON IMPLEMENTATION OF GRADE R

## FOR SCHOOL GOVERNING BODIES (SGBs) AND SCHOOL MANAGEMENT TEAMS (SMTs)

National Development Plan, November 2011

*"Make early childhood development a top priority among the measures to improve the **quality of education** and long-term prospects of future generations. Dedicated resources should be channelled towards ensuring that children are well cared for from an early age and receive appropriate emotional, cognitive and physical development."*

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## GLOSSARY

<b>BCEA</b>	<b>Basic Conditions of Employment Act</b>
<b>LRA</b>	<b>Labour Relations Act</b>
<b>CAPS</b>	<b>Curriculum and Assessment Policy Statement</b>
<b>DHET</b>	<b>Department of Higher Education and Training</b>
<b>EEA</b>	<b>Employment of Educators Act</b>
<b>GDE</b>	<b>Gauteng Department of Education</b>
<b>IDSO</b>	<b>Institutional Development and Support Official</b>
<b>LOLT</b>	<b>Language of Learning and Teaching</b>
<b>LSEN</b>	<b>Learners with Special Education Needs</b>
<b>LTSM</b>	<b>Learner Teacher and Support Material</b>
<b>MRTEQ</b>	<b>Policy on Minimum Requirements for Teacher Education Qualifications</b>
<b>NDP</b>	<b>National Development Plan</b>
<b>NNSF</b>	<b>National Norms and Standards for Funding Grade R</b>
<b>NQF</b>	<b>National Qualification Framework</b>
<b>PAM</b>	<b>Personnel Administrative Measures</b>
<b>PFMA</b>	<b>Public Finance Management Act</b>
<b>RA</b>	<b>Resource Allocations</b>
<b>RSA</b>	<b>Republic of South Africa</b>
<b>SASA</b>	<b>South African Schools Act</b>
<b>SASAMS</b>	<b>South African Schools Administrative Management System</b>
<b>SGB</b>	<b>School Governing Body</b>
<b>SIAS</b>	<b>Screening, Identification, Assessment and Support</b>
<b>SMT</b>	<b>School Management Team</b>

## DEFINITION OF TERMS

The following definitions are applicable in the interpretation of concepts within this specific policy.

Early childhood	Refers in this policy to the period of human development from birth until the year before a child enters formal school
Early childhood development (ECD) centre	A partial care facility that provides an early childhood programme with an early learning and development focus for children from birth until the year before they enter Grade R/ formal school.
ECD practitioner	A person who provides early childhood development services through formal early childhood development programmes, family services and playgroups and training, as well as those providing management support services to these workers.
Grade R schooling	A Reception Year Programme. It is the year before learners in South Africa start formal
Universalization	The process of making education available to all children
Learner	A pupil admitted into the Grade R classroom
Ratio	Percentage of learners in the Grade R classroom
Assessment	Methods that Educators use to evaluate, measure and document academic readiness
Contract	The employment agreement between the Practitioner and Employer or SGB
Stipend	Remuneration given to Practitioners in the form of income and payment
Curriculum	The National Curriculum Policy guideline for learning and teaching in Grade R

## 1. INTRODUCTION

### **Grade R is a Reception Year Programme**

Grade R sits on the continuum of Early Childhood Development (ECD) defined in policy Education White Paper 5 on ECD as 0-9 years, between care and development of children from 0-4 years and Grade 1-3 in the Foundation Phase. **In this sense it may be seen as a bridge between the two phases.**

Since the issuing of White Paper 5 (DoE, 2001) there have been efforts to incorporate Grade R into the formal public and private schooling system.

## 2. PURPOSE OF THE DOCUMENT

The purpose of this document is to assist School Governing Bodies and School Management with the implementation of Grade R in schools with the view to ensure readiness towards Grade R Universalization.

This is an interim measure as there are Policy and Legislative gaps in the system. However, SGB's and school management are expected to always adhere to the existing policy imperatives as follows:

2.1. Basic Conditions of Employment Act, 2007

2.2. Labour Relations Act 66 of 1995

2.3. National Norms and Standards for Funding Grade R (January 2008)

## 3. BASIC CONDITIONS OF EMPLOYMENT ACT

The purpose of this ACT to give effect to and regulate the right to fair labour practices conferred by section 23(1) of the Constitution, amongst others.

In the absence of any Legislative Framework for the conditions of employment for Grade R Practitioners, SGBs and Schools should use the following as determined in the BCEA.

### **Informing employees of their rights**

**Chapter 5 section 30.** An employer must display at the workplace where it can be read by employees a statement in the prescribed form of the employee's rights under this Act in the official Languages which are spoken in the workplace.

### **3.1 CONTRACT OF EMPLOYMENT**

#### **Chapter 1 Section 4 Inclusion of provisions in contracts of employment:**

A basic condition of employment constitutes **a term of any contract of employment** except to the extent that—

(a) any other law provides a term that is more favourable to the employee;

(b) the basic condition of employment has been replaced, varied, or excluded in accordance with the provisions of this Act; or

(c) a term of the contract of employment is more favourable to the employee than the basic condition of employment.

- 3.1.1 There must be an Employment Contract **between the SGB and the Practitioner, which is duly signed and clearly indicating the duration thereof**
- 3.1.2 The Contract should be compliant with the *Basic Conditions of Employment Act*.
- 3.1.3 The Contract should cover at least the following:  
(See Annexure 1 – Exemplar)
- Job Description
  - Working Hours
  - Stipend
  - SACE registered
  - Leave – types of leave and how to apply (HR Policy compliant)
  - Extra-Curricular activities
  - Duration of Contract
  - Conditions and process for termination of contract (HR Policy compliant)
  - Disciplinary processes and procedures in accordance with the Labour Relations Act
  - Dispute Resolution processes should be followed in accordance with the Labour Relations Act

## **3.2 LEAVE MANAGEMENT**

### **SGBs are required to:**

- Use the Departmental leave forms for managing all types of leave for Grade R Practitioners
- Keep all records for leave of practitioners (electronically / manually / both)
- Make arrangements to ensure that Grade R classes are manned in the event a practitioner is on leave

### **Chapter 4 of BCEA makes provision for all types of leave**

#### **3.2.1 Section 20: ANNUAL LEAVE**

In the context of the schooling, practitioner's annual leave will be during the school holidays as determined by the School Calendar.

#### **3.2.2 Section 22: SICK LEAVE**

In this Chapter, "sick leave cycle" means the period of 36 months' employment

The practitioners are entitled to sick leave in accordance with the sick leave provisions of the Basic Conditions of Employment Act.

The management of Sick leave for practitioners should be the same as that of other educators in a school

### **3.2.3 Section 25: MATERNITY LEAVE**

3.2.3.1 Female employees are entitled to at least four (4) months consecutive months' maternity leave.

**Please Note:**

- In this instance SGBs will employ a Substitute Practitioner, following the same process for employment of Grade R practitioner.
- Both the Practitioner who is on maternity leave and the Substitute Practitioner will receive their stipends during that 4 months period. The amount of stipend will be according to their level of qualification and the payment will be done through PERSAL for both.
- The 4 months period of employment for the Substitute Practitioner should clearly be stated in the Service Level Agreement between the SGB and the Substitute practitioner.

#### **3.2.3.2 Section 25 A: Parental Leave:**

An employee, who is a parent of a child, is entitled to at least ten consecutive days unpaid parental leave as per section 25A of the BCEA.

#### **3.2.3.3 Section 25 B: Adoption Leave:**

An employee, who is an adoptive parent of a child who is below the age of two entitled to unpaid adoption leave of at least ten weeks consecutively; or the parental leave referred to in section 25A of the BCEA. If an adoption order is made in respect of two adoptive parents, one of the adoptive parents may apply for adoption leave and the other adoptive parent may apply for the parental leave referred to in section 25A of the BCEA.

#### **3.2.3.4 Section 25 C: Commissioning Parental Leave:**

An employee, who is a commissioning parent in a surrogate motherhood agreement is entitled to unpaid commissioning parental leave of at least ten weeks consecutively; or the parental leave referred to in section 25A of the BCEA. If a surrogate motherhood agreement has two commissioning parents, one of the commissioning parents may apply for commissioning parental leave and the other commissioning parent may apply for the parental leave referred to in section 25A of the BCEA.

**3.2.3.5** The Employee must inform the Employer in writing about his/her intention to take any of the abovementioned leave, the planned start date of the leave and the date on which the Employee intends to return to work, at least twenty working days prior to the commencement of such leave.

**3.2.3.6** A medical certificate/court order with the expected date of birth/adoption of the Employee's child should accompany the notice to take leave referred to above.

### **3.3 Section 27: FAMILY RESPONSIBILITY LEAVE**

Practitioners are entitled to Family Responsibility Leave as outlined in the BCEA. Schools should manage Family Responsibility Leave the same way they do for other educators in a school.

### **3.4 STUDY LEAVE**

Study leave solely for education purposes will only be granted for a period of one day prior to an exam and for the day of the exam. The exam timetable must be attached with the application for leave. Grade R Practitioners must be granted study leave as described above.

## **4. LABOUR RELATIONS ACT 66 OF 2005**

The purpose to LRA to give effect to and regulate the fundamental rights conferred by section 27 of the Constitution, amongst others.

### **Chapter V111 Section 185**

Right not to be unfairly dismissed or subjected to unfair labour practice: Every employee has the right not to be:

- (a) Unfairly dismissed; and
- (b) Subjected to unfair labour practice.

### **Section 186**

Provides for the Meaning of dismissal and unfair labour practice

- (1) "Dismissal"
- (2) "Unfair labour practice" means any unfair act or omission that arises between an employer and an employee

### **Section 189**

#### **Dismissals based on operational requirements**

- (1) When an employer contemplates dismissing one or more employees for reasons based on the employer's operational requirements
- (2) The employer and the other consulting parties must, in the consultation envisaged by subsections (1) and (3), engage in a meaningful joint consensus-seeking process and attempt to reach consensus
- (3) The employer must issue a written notice inviting the other consulting party to consult with it and disclose in writing all relevant information

#### **Subsection (7)**

The employer must select the employees to be dismissed according to selection criteria-

- (a) that have been agreed to by the consulting parties; or
- (b) if no criteria have been agreed, criteria that are fair and objective.

## **5. NATIONAL NORM AND STANDARDS FOR FUNDING GRADE R - Government Gazette No. 30679**

The National Norms and Standards for Funding Grade R which were published as an insertion to the South African Schools Act 84 of 1996 as amended, outlines norms guiding Provincial Education Departments on the funding of Grade R Learners based on Government's pro-poor principles.

### **Section 210**

The PED must determine how many Grade R places could receive funding in each school eligible for public Grade R funding across each roll-out year, on the basis of the enrolment in grades other than Grade R, the physical space available, and the proximity of community-based sites and plans to upscale or downscale particular schools.

The need for this PED determination is particularly important in the years before Grade R becomes universal, as demand for publicly funded Grade R places is likely to exceed demand for these places.

### **Section 233**

A school that enrolls a number of Grade R learners that is **less than 90%** of the number of funded places must return to the PED funds corresponding to the non-personnel part of the unoccupied learner places below the 90% level. For example, a school that fills only 70% of funded places will have to return funds corresponding to the non-personnel portion of 20% of funded places. In the case of schools that hold these funds in the school fund, the amount to be returned to the PED will be subtracted from the following year's non-personnel allocation for Grade R. Where the PED manages the school's Grade R non-personnel fund on behalf of the school, the amount corresponding to unoccupied learner places should be retained by the PED or, failing that, subtracted from the following year's Grade R allocation.

5.1 Based on the above, schools are obliged to ensure that there are 30 learners per Practitioner, (a minimum of 27 and maximum of 33 is allowed).

5.2 Where the number of learners is declining, the School Governing Body will be given a grace period of 3 months to recruit more learners to make a class of 30 or minimum of 27.

5.3 In the event a school does not make the required number of learners after the grace period, funding for that particular class will be withdrawn.

5.4 The minimum number of learners in Farm Schools and Special Schools will be determined differently based on the environmental context or type of special school.

## **6. OTHER LEGISLATIVE AND POLICY FRAMEWORKS**

6.1 **Constitution of RSA** (1996) makes provision for the rights of learners to education

6.2 **South African Schools Act 84 of 1996** provides for admission of learners to public schools and the roles and responsibilities of SGB's on governance and Financial management

6.3 **Children's Act 38 of 2005 as amended**

6.4 **White Paper 5 on Early Childhood Development** (DoE, 2001) has been the primary guide to the implementation of universal access to Grade R; focusing on expanding ECD provision, ensuring equitable access and improving quality of ECD programmes.

6.5 **Policy on Minimum Requirements for Teacher Education Qualifications** (MRTEQ), February 2015 by DHET: makes provision for the minimum qualifications applicable to Grade R teachers:

- Diploma in Grade R Teaching (Dip Grade R Teaching) and
- Bachelor of Education in Foundation Phase Teaching (B.Ed. FP)

6.6 **PFMA** regarding financial management of public funds

6.7 **PAM** document for job description of practitioners

6.8 **The National Curriculum Statement Grades R-12**, which makes provision for Grade R curriculum, comprising the following:

- Curriculum and Assessment Policy Statement (CAPS)
- National Policy Pertaining to the Programme and Promotion requirements of the National Curriculum Statement Grades R-12
- National Protocol for Assessment Grades R-12

6.9 **Education White Paper 6 (2001)** on Inclusive Education

## 7. GOVERNANCE OF GRADE R

The School Governing Body is responsible for ensuring that Grade R is governed in accordance with all the policy prescripts and guidelines

### 7.1 Registration of Grade R Class at public schools

- Application for a Grade R class at a public school must be made by the SGB of a primary school offering Grade 1, in writing using the approved Department's application form.
- This application must be submitted to the District office not later than **the last working day of June** of the year preceding the year of the proposed opening of the Grade R Class.
- The application may be subjected to a **site verification visit** in accordance with the Department's Policies.

### 7.2 Recruitment and Selection of Grade R Practitioners

Currently, Grade R Practitioners are employed by School Governing Bodies on a contract basis. In the absence of Education Legislation, SGB's are required to **comply with Basic Conditions of Employment Act** with regards to Conditions of Employment of Grade R Practitioners as indicated above (paragraph 3) and Labour Relations Act as outlined in paragraph 4 above.

In addition to this, the employment of Grade R Practitioners needs to take into account the following main employment modalities:

- Vetting of Practitioners

- Qualifications of Grade R Practitioners
- Verification of Qualifications Process
- Learner: Teacher Ratio of 1:30

SGB's should:

- Develop Criteria for employment of Grade R Practitioners
- Advertise the vacant Grade R Post
- Conduct Short listing and Interviews for appointment

### 7.3 Qualifications for employment as a Grade R Practitioner

- Upon the amendment of Legislation to include Grade R as part of the formal schooling, the minimum qualification for employment will be strictly in accordance with the Policy on Minimum Requirements for Teacher Education Qualifications (MRTEQ), February 2015, where it is stated that a the person to be appointed as a Grade R Teacher must have either **a Diploma in Grade R teaching NQF L6** or **Bachelor of Education Foundation Phase Teaching**.
- In the interim and as part of the process towards the completion of universalization the minimum qualification required for employing Grade R Practitioners is Matric/Grade 12 Certificate (preferably with Mathematics) in order to be appointed for teaching in Grade R. (any changes to this will be communicated)

### 7.4 Employment Contract

An example is attached – Annexure A. Schools may use as is / adjust for their context / or not use it where they already have one.

### 7.5 Conditions and process for termination of contract of a practitioner

Section 189 of LRA makes provision for Dismissals based on operational requirements

In an event SGB intends to terminate a contract of a practitioner; there should be a process which was agreed upon during contracting to be followed for terminating the practitioners' services. This process must be compliant with the Labour Relations Act and **should NOT constitute unfair labour dismissal**.

In all cases leading to termination by the SGB there must be **evidence of the process** that was followed and **transparency** thereof.

For example; if the SGB intends to terminate a practitioner's services due to poor performance, there must evidence of:

- A performance evaluation process that was agreed upon and conducted
- A support programme implemented to assist the practitioner to improve his/her performance

- A report/evidence of practitioner not showing improvement even after being provided with assistance to improve –

### 7.6 Stipend of Grade R Practitioners

- The Amended National Norms and Standards for Funding (Government Notice 869 of Government Gazette of 31 August 2006), as amended, makes provision for the funding of Grade R classes in Public Schools for personnel and non-personnel items. In order to assist schools, GDE arranged for the payment of practitioner stipends via PERSAL which is part of the funding to qualifying schools (Circular 56/2009)
- The payment of stipend through PERSAL by GDE is differentiated based on the qualifications of the practitioners and is paid directly to the practitioners' bank accounts.
- It is therefore important that **practitioners' qualifications are carefully verified by both the SGB and school management** before submitting them to the District for determination of stipend in consultation with the Grade R District Coordinator.

### 7.7 Enrolment of Grade R learners

- The SGB must determine the Admissions Policy for Grade R, taking into consideration that Grade R is NOT yet part of admission regulations for Grade 1 hence the processes and procedures should be clearly outlined for Grade R enrolment.
- South African Schools Act makes provision for Compulsory age of attendance and for age of admission
- Schools are required to adhere to the *Framework for Grade R Implementation*, which advocates for the **progressive introduction** of children entering Grade R at age 5 turning 6 in June of the year of admission as part of the universalization programme.

### 7.8 School Fees for Grade R learners

- The National Norms and Standards for Funding Grade R make provision for funding Grade R learners in public schools, to ensure increase in access to Grade R,
- The policy of **No Fee paying and Fee paying** schools applies to all learners including Grade R learners.
- Payment of fees by parents of Grade R learners should NOT be made compulsory in **NO FEE** paying schools.
- In the event that parents are unable to pay school fees, Grade R learners **MAY NOT** be suspended from attending school, nor be excluded from year end functions.
- The Grade R Graduation event is not part of any of the policies, therefore careful attention should be taken that this event is not used to compel parents to pay or discriminate against learners whose parents cannot afford to pay.

### **7.9 Infrastructure / Facilities for Grade R**

- The premises and equipment must be safe for young children, clean and well maintained. Children must have enough space to move around freely and explore the environment in safety. The premises should be bright and welcoming to children. The premises should be accessible to children with disabilities.
- The structure must be safe, weatherproof and well ventilated. The floor should be covered with material that is suitable for children to play and sit on. Walls and floors should be easy to clean. There must be windows that give adequate light and, if possible, allow the children to see the outside world.
- One toilet and one hand washing facility must be provided for every 20 children, irrespective of gender. Toilet facilities must always be clean and safe.
- Doors on the children's toilet facilities should **not** have locks.
- All applications for additional classrooms/sites should be directed to the District Facilities Coordinator.

### **7.10 Maintenance of Grade R classes/facilities, Indoor and Outdoor equipment**

- 20% of the Resource Allocation is provided for Maintenance.
- The Grade R Subsidies to schools make provision for a portion of allocation for maintenance, which is 20% of the total Resource Allocation.
- SGB's should therefore use this allocation for the up-keeping and maintaining of Grade R facilities, Classes and equipment. **Regular monitoring** should be done to ensure there are no areas where learners can be hurt through non-maintenance of equipment, e.g. no nails standing out on the jungle gym on which learners can be hurt, or no broken planks on the jungle gym, broken ablution facilities, etc.
- Grade R Practitioners should therefore NOT be compelled to raise funds for paint, broken windows, ablution facilities, etc.

### **7.11 Utilisation of Resources/LTSM**

- 65% of the Resource Allocation is provided for LTSM.
- All Grade R Practitioners at schools should conduct needs analysis and provide a list thereof to the LTSM committee at school,
- All LTSM procured should be in line with CAPS for support of the implementation thereof.
- LTSM must be procured annually, captured on the Asset Register and distributed to Grade R classes.
- LTSM should be utilised throughout the Daily Programme
- The procurement of LTSM should consider/cater for learners experiencing barriers to learning.
- Schools must adhere to the timeframes provided by GDE for the procurement of Grade R resources and LTSM.

### **7.12 Services related to Grade R**

- 15% of the Resource Allocation is provided for Services. This should be used for water, electricity and other services such as DATA, Telephones, Photocopying machines and internet connectivity. Should there be a shortfall the SGB should make provision through the School Budget to cover outstanding costs.

### **7.13 Learner/Teacher ratio in Grade R**

- The ratio in Grade R classes should be: 1 practitioner to 30 learners (minimum 27 & maximum 33).
- Ratios at Special Schools are determined by the weighting for different disabilities and numbers will therefore differ.
- The Department regards Farm schools as small schools therefore the enrolment number of Grade R learners must be treated as such.

### **7.14 Language of Learning and Teaching (LoLT)**

The SGB determines the Language of Teaching and Learning of the school, in line with the Language in Education Policy

- Learners in the Foundation Phase (Grade R – 3) should be taught in their home language as far as possible.
- The LoLT in a Grade R class (es) should be the same as that in Grade 1 class (es).

### **7.15 Safety**

- All schools to have a School safety Policy in-line with the GDE School Safety Policy
- A first aid kit must be provided and must be stored where adults can easily reach it, but out of reach of the children.
- Contents of the first aid box must be checked regularly for expiry date and replaced when necessary.
- Staff must receive regular training on how to use the contents of the first aid box and the protocols on how to deal with accidents during school hours.
- Any medicine brought to the class for children by the family must be clearly labelled and stored out of reach of the children.
- Practitioners must NOT administer any medicine to children without the consent of the parents.
- All schools must have Fire Extinguishers and should be serviced on a regular basis.

### **7.16 Use of SASAMS for Grade R Data**

GDE's Circular 3/2016 makes provision for **compulsory utilization** of South African School Administration Management System (SA-SAMS) by all schools. The implementation of this

imperative must include Grade R learners' enrolment information, learner attendance, Grade R Practitioners' information as well as the performance information of Grade R learners.

## **8. CURRICULUM MANAGEMENT FOR GRADE R**

### **8.1 Implementation of Curriculum and Assessment Policy Statement (CAPS)**

- CAPS for Foundation Phase include Grade R for all 3 subjects
- The subjects to be offered in Grade R include:- Home Language, Mathematics and Life Skills as stipulated in the NPPPPR
- CAPS Policy documents are available in all official languages
- Assessment in Grade R is implemented as stipulated in the NPA
- Curriculum should be adapted for learners experiencing barriers to learning

### **8.2 Early Identification of Barriers to learning and Early Intervention**

- **Grade R Practitioners should be trained on the SIAS policy, which is provided for all other educators**
- **The referral process as provided for in the Policy on Screening Identification, Assessment and Support (SIAS), 2014 is then followed, Thus allowing for early intervention**
- Grade R learners are screened during the 1<sup>st</sup> Term. The results are analysed by schools and SIAS process be followed.

## **9. FINANCIAL MANAGEMENT FOR GRADE R FUNDS**

### **9.1 SCHOOL GOVERNANCE**

The South African Schools Act makes provision for each SGB to draw up a financial policy, amongst others, which should clearly indicate procedures and rules for the management of money at the school.

The policy should provide a clear understanding of the responsibilities of the principal, treasurer, the finance officer, the finance committee and any other person to whom specific tasks are delegated.

- Any tasks delegated to certain people by the SGB, must be clearly stipulated in writing. For example if the SGB has agreed to delegate a Grade R Practitioner(s) to collect any form of fees for Grade R purposes, there must be a written and duly signed document clearly stating the process, procedure and controls for such an activity.

### **9.2 MANAGEMENT OF GRADE R ALLOCATED FUNDS**

Utilisation of public funds for the provisioning of Grade R at the level of the school is subject to all relevant financial management rules and regulations, in particular those embodied in the SASA

- Schools with Section 21 (1) (c) functions will receive their full allocation for Grade R, which is deposited into the school's bank account.
- Schools without the Section 21 (1) (c) functions will receive the portion of their allocation and the other portion for LTSM will be kept at Head Office and the affected schools will access provisioning of their LTSM through the departmentally approved LTSM processes
- Schools are required to utilise the Grade R funding for Grade R purposes and in accordance to SASA, PFMA and generally acceptable accounting practices, as stipulated in Circular 33/2010
  - 65% for LTSM,
  - 20% for Maintenance
  - 15% for Services
- Schools with S.21 (1) c must carry out their own procurement of Grade R top-up LTSM, Consumables, Stationery for learners, First aid kits, fire extinguisher, outdoor equipment in consultation with the Grade R practitioner, the District Grade R Facilitator and Grade R District Coordinators.
- In terms of Section 224 of the Amended Norms and Standards for School Funding, **all Grade R funds** must be accounted for **separately**, although the funds will be kept in the general school funds.
- **SGB's** must generate the **Grade R Income and Expenditure** and attach it as an addendum to the school's Financial Statement before the end of June for the preceding period 1 January – 31 December.
- Regulation 8(4) of SASA states; ***“Failure to submit Audited Financial Statements may result in the Head of Department considering a withdrawal of the registration or subsidy”***
- NB: The Grade R Budget is ring-fenced and exclusively for the promotion of efficient and quality education of learners in Grade R. Any deviation on spending from the above-mentioned guidelines must be approved by the District Director in writing after verification has been conducted.

### 9.3 FIXED ASSET REGISTER

- Schools must keep a Fixed Asset Register for all acquired Grade R assets, in accordance with the PFMA
- The Register should be kept updated and any changes effected should be recorded, e.g. writing off of broken equipment, adding newly bought equipment
- Any stolen items / equipment should be reported to the nearest Police Station and the Case Number should be submitted to the ECD Directorate for record purposes
- Annual stock taking should be done to verify information recorded

# ANNEXURE 1

**NAME OF SCHOOL ON SCHOOL LETTERHEAD**

## **EXAMPLE OF AGREEMENT OF EMPLOYMENT**

BETWEEN THE **SCHOOL GOVERNING BODY OF**  
(hereafter referred to as "The Employer")

\_\_\_\_\_ SCHOOL

AND

**NAME OF GRADE R PRACTITIONER**

\_\_\_\_\_  
(hereafter referred to as "The Employee")

PERSAL NUMBER:

--	--	--	--	--	--	--	--

ID NUMBER:

--	--	--	--	--	--	--	--	--	--	--	--	--

We wish to confirm our offer of an appointment at \_\_\_\_\_ School as a Grade R Practitioner on the terms and conditions set out in this agreement. Notwithstanding the date of signature of this agreement it is deemed to have commenced on \_\_\_\_\_.

Your employment will be subject to the following terms and conditions of employment:

**The parties hereby agree as follows:**

**1. DEFINITIONS:**

- 1.1 In this employment contract, unless the context indicates otherwise, words used in the singular include the plural and vice versa and a word that refers to one gender includes the other gender as well.
- 1.2 The terms in this Contract of Employment, unless the context indicates otherwise, mean:
- 1.2.1 "**calendar month**" means a full month from the 1<sup>st</sup> day of a month until the last day of a month as indicated on a calendar;
- 1.2.2 "**employment contract**" means this employment contract. If the contract and/or the Employer's policies and procedures are silent regarding any matter, the relevant section(s) of the applicable labour legislation will apply.
- 1.2.3 "**Governing Body**" means the Governing Body of the School as defined in terms of the South African Schools Act 84 of 1996.
- 1.2.4 "**incapacity**" means the inability of the Employee to perform in accordance with his/her the requirements of his/her job description and/or requirements as per this employment contract;
- 1.2.5 "**misconduct**" means any conduct/failure by the Employee with reference to his/her position and/or job description, any and all policies, codes and procedures of the School and/or the Employer as well as SACE rules and regulations.
- 1.2.6. "**Principal**" means the Principal of the School appointed by the Provincial Department of Education and an ex-officio member of the governing body.
- 1.2.7. "**School**" means a public school in terms of the South African Schools Act 84 of 1996.
- 1.2.8. "**SACE**" means the South African Council for Educators;
- 1.2.9. "**workday**" means a day on which the employee usually works in terms of this employment contract.
- 1.2.10. "**workplace**" means the school grounds and any other place where the employee is required to perform his duties.

**2. PROBATION**

The employee will be placed on probation as from the date of commencement of your employment for a period of six (6) months in order to assess your suitability for continued employment in the position of which you have been appointed. Upon successful completion of your probationary period the employee will be appointed for a further period \_\_\_\_\_ months in accordance with the duration of this contract.

**3. REMUNERATION**

The employee will receive a stipend of R \_\_\_\_\_ per month for the year of appointment, which will be paid directly to the bank account by Gauteng Department of Education (GDE). A 1% (Unemployment Insurance Fund as per the Unemployment Insurance Act) deduction will be made from the practitioner's stipend and paid over to the Department of Labour.

#### **4. POSITION AND JOB DESCRIPTION**

- 4.1 The Employee will hold the position of **GRADE R PRACTITIONER**.
- 4.2 The Employee will report for duty at the workplace described in clause 1 above.
- 4.3 The Employee declares that he is registered with SACE and will comply with all standards and practice codes applicable to SACE members.
- 4.4 The curricular and non-curricular duties of the Employee are contained in the applicable "Job description of a Teacher". The Employer may from time to time amend, modify or supplement the duties as defined in the above-mentioned documents, provided that such amendment or addition is reasonable and required in terms of the Employer's needs and that the Employer consulted with the Employee.

#### **5. WORKING HOURS**

- 5.1 The employee's normal working hours will be the same as that of teachers who are in the service of the Department of Education. All employees are required to register their presence at work in a manner specified by the Employer. Only hours worked may be recorded.
- 5.2 In the event that the employee, due to illness or any other unforeseen event, not be able to report for duty he/she will notify the Principal of the School immediately or let the School be notified within 30 minutes from the time the employee was supposed to accept service.

#### **6. LEAVE (In accordance with the Basic Conditions of Employment Act)**

##### **6.1 ANNUAL LEAVE - Section 20**

- 6.1.1 The Employee is entitled to paid leave during official school holiday periods applicable to the school. The Employees leave will commence one working day after the official school holiday began and end one day before the official school holiday end. Annual leave may only be taken during these periods.
- 6.1.2 In a case where an Employee requires leave outside of school holidays for a period more than a calendar month for reasons other than ill health, such a Practitioner will utilise unpaid leave for the period of absence. The terms must be negotiated between the SGB and Employee. The SGB can motivate and apply for a substitute, but the approval thereof will depend on the financial position of the Department.

##### **6.2 SICK LEAVE - Section 22**

- 6.2.1 The employee will be entitled to sick leave in accordance with the sick leave provisions of the Basic Conditions of Employment Act. The Employee is entitled to six weeks' paid sick leave in a period of 36 months.
- 6.2.2 During the first six months, the employee is entitled to one day paid sick leave for every 26 days.
- 6.2.3 The employee shall not be entitled to paid sick leave for absences due to illness or injury, in the event the employee:
  - is absent for more than 3 consecutive days; or
  - is absent after already having been absent on paid sick leave for 2 or more occasions during an 8-week period; or
  - is absent on any day which precedes or follows a Sunday or a Public Holiday, unless he/she produces a medical certificate, signed by a registered medical practitioner, stating that he/she was unable to work for the duration of his/her absence on account of illness or injury. The employer retains the right to expect the employee to subject

himself/herself to an examination in order to obtain a second medical opinion regarding his/her alleged illness/injury. Only medical certificates based on personal examination will be accepted. The employee will be required to produce a medical certificate for absences longer than two (2) days or for absenteeism on either Mondays or Fridays.

### **6.3 FAMILY RESPONSIBILITY LEAVE - Section 27**

- 6.3.1 The Employee is entitled to 5 working days paid family responsibility leave per year.
- 6.3.2 The Employee is entitled to take paid family responsibility leave when the Employees child is sick, the Employees spouse / partner dies and/or the Employees parents, in-laws, brother, sister, grandparents, child, grandchild or sibling pass away.
- 6.3.3 The Employer reserves the right to require from the Employee reasonable proof of the occurrence of any event for which family responsibility leave is taken.

### **6.4 MATERNITY LEAVE-Section 25**

Contracts of Practitioners going on **Maternity Leave** may **NOT** be terminated.

- According to the Basic Conditions of Employment Act, Chapter 3 on Maternity Leave, S25 (1) ***“An employee is entitled to at least 4 consecutive months maternity leave”***.
- In this instance SGBs will employ a Substitute Practitioner, following the same process for employment of Grade R practitioner.
- The Employee must inform the Employer in writing about his/her intention to take any of the abovementioned leave, the planned start date of the leave and the date on which the Employee intends to return to work, at least twenty working days prior to the commencement of such leave.
- A medical certificate/court order with the expected date of birth/adoption of the Employee’s child should accompany the notice to take leave referred to above.
- Both the Practitioner who is on maternity leave and the Substitute Practitioner will receive their stipends during that 4 months period. The amount of stipend will be according to their level of qualification and the payment will be done through PERSAL for both.
- The 4 months period of employment for the Substitute Practitioner should clearly be stated in the Service Level Agreement between the SGB and the Substitute practitioner.
- It is important that the Substitute Practitioner who is appointed meets the minimum criteria for appointment of Grade R Practitioner, which is still NSC/Grade 12.

#### **6.4.1 Parental Leave: Section 25A**

An employee, who is a parent of a child, is entitled to at least ten consecutive days unpaid parental leave as per section 25A of the BCEA.

#### **6.4.2 Adoption Leave: Section 25B**

An employee, who is an adoptive parent of a child who is below the age of two entitled to unpaid adoption leave of at least ten weeks consecutively; or the parental leave referred to in section 25A of the BCEA. If an adoption order is made in respect of two adoptive parents, one of the adoptive parents may apply for adoption leave and the other adoptive parent may apply for the parental leave referred to in section 25A of the BCEA.

#### **6.4.3 Commissioning Parental Leave: Section 25C**

An employee, who is a commissioning parent in a surrogate motherhood agreement is entitled to unpaid commissioning parental leave of at least ten weeks consecutively; or the parental leave referred to in section 25A of the BCEA. If a surrogate motherhood agreement has two commissioning parents, one of the commissioning parents may apply

for commissioning parental leave and the other commissioning parent may apply for the parental leave referred to in section 25A of the BCEA.

6.4.5 The Employee must inform the Employer in writing about his/her intention to take any of the abovementioned leave, the planned start date of the leave and the date on which the Employee intends to return to work, at least twenty working days prior to the commencement of such leave.

6.4.6 A medical certificate/court order with the expected date of birth/adoption of the Employee's child should accompany the notice to take leave referred to above.

## **6.5 STUDY LEAVE**

- Study leave solely for education purposes will only be granted for a period of one day prior to an exam and for the day of the exam. The exam timetable must be attached with the application for leave. No special study leave will be granted.

## **6.6 UNAUTHORISED ABSENCE**

- Any unauthorised absence will be without pay.

## **6.7 LEAVE APPLICATIONS**

- Leave is granted on the Employer's discretion.
- Leave applications by the Employee are considered by the authorised representative of the Employer.
- Leave will only be allowed when it is applied for in writing on the prescribed form and follows the procedure as prescribed from time to time except in the event of sick leave. In such a case, the Employer or his authorized representative should be notified about the illness as soon as possible.
- The Employee who applied for leave may not leave work until he/she has ensured that all the necessary leave arrangements have been made and that the leave applied has been approved.

## **7. EXTRA MURAL ACTIVITIES**

It is a condition of employment that the employee attends all parent meetings/evenings, school functions, fund raising activities, extra mural activities and meetings as determined by the school.

## **8. CODE OF PROFESSIONAL ETHICS FOR EDUCATORS**

Grade R Practitioners, like all other educators at the school should comply with the Code of Professional Ethics for Educators (Annexure 3).

## **9. DISCIPLINARY PROCEDURES**

Disciplinary procedures should be compliant with the Labour Relations Act and should be provided to the Grade R Practitioners practitioner at the time of signing the contract.

Process of Grievance and Dispute Resolution subject to any employment contract at the school which may be in effect at the time of an incident.

**Grievances & Dispute Resolution:**

- Grievances must be dealt with by the direct supervisor of the Grade R Practitioner
- If the Grade R Practitioner is not satisfied, it can be escalated to the next level up to the level of the Principal.
- If still not satisfied, the Grade R Practitioner may refer an unfair labour practice dispute to the CCMA.

**Discipline & Dispute Resolution:**

- Disciplinary matters of Grade R practitioners may only be dealt with by the SGB and Principal who acts as ex-officio member of the SGB (it may not be delegated to a lower ranking employee, e.g. the Deputy Principal).
- If the Grade R Practitioner is not satisfied with the outcome of the disciplinary process, he/she may refer the matter as either an unfair labour practice dispute (sanction less than dismissal) or unfair dismissal dispute to the CCMA.

**10. TERMINATION OF THE CONTRACT**

- 10.1 Any of the parties to the contract may terminate the contract of employment between the parties by giving the other party one calendar month's written notice.
- 10.2 If the Employer terminates the contract due to the misconduct of the Employee, the Employer will follow the procedures as indicated in the Employer's Disciplinary and Grievance Procedure.
- 10.3 If the Employee is absent for a period of more than three working days without any notice to the Employer, or without submitting reasonable grounds for his/her absence to the Employer, it shall be deemed that the Employee terminated the contract voluntarily.

**11. INDEMNITY**

*The school's liability policy will cover any employee as outlined in the insurance policy document.*

**12. RENEWAL OF CONTRACT**

The contract will be a fixed term contract for a period of twelve months. The contract will be reviewed and renewed on an annual basis subject to available funds.

**13. GOOD FAITH**

13.1 The Employee shall:

- be loyal to the Employer, fulfil his/her duties with the utmost care and expertise and shall always protect the interests and the reputation of the Employer;
- comply with the policies of the employer, including all codes of conduct and similar guidelines applicable to the workplace; and
- during working hours, devote the whole of his/her time, attention and ability to the business of the Employer and shall obey the lawful orders of and in all respects observe the directions and requirements of the Employer.

13.2 The Employee shall not:

- do any private work for remuneration, unless the Employer has provided prior written consent to the Employee. The consent granted by the Employer herein may be subject to certain conditions, and
- shall not make use of the Employer's property or resources for his/her personal gain or use.

13.3 The Employee confirms that all documents, information and testimonials submitted to the Employer are true and correct and hereby agrees that should evidence arise that it is false, the Employer will be entitled to terminate the Employee's employment subject to a disciplinary hearing.

13.4 The Employee accepts the responsibility to communicate to the Employer, if he/she experiences any symptoms that may result from, or may indicate any physical, psychological or emotional problems in order to enable the Employer to assist the Employee to proactively take action.

#### 14. ACKNOWLEDGEMENT AND UNDERTAKING

I, the undersigned employee confirm that I have not, before signing this contract, been found guilty of or are being investigated with regards to the following criminal offences: assault, sexual offences, corruption, fraud, plagiarism or theft. I confirm that the Employer may, with immediate effect, annul the existing contract if I did not disclose or hid any information regarding the aforementioned offences.

I further acknowledge that if I am found guilty of said offences after the commencement of this contract I will inform the School within seven days of the guilty verdict in writing. I furthermore confirm that the Employer shall have the right, under these circumstances, to annul this contract with immediate effect.

I hereby authorise the Employer to confirm such information with the appropriate authorities.

#### 1. DOMICILE

ADDRESS OF THE PRACTITIONER

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ADDRESS OF THE SCHOOL

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SGB CHAIRPERSON:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**PRINCIPAL:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**ACCEPTED:**

**PRACTITIONER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

## **ANNEXURE 2**

### **EXAMPLE OF JOB DESCRIPTION**

#### **JOB TITLE**

**Grade R Practitioner in a Public school/Community Based Site/Independent School**

#### **THE AIM OF THE JOB**

To engage in class teaching, including the academic, administrative, educational and disciplinary aspects and to organise extra and co-curricular activities so as to ensure that the education of the learners is promoted in a proper manner

#### **CORE DUTIES AND RESPONSIBILITIES OF THE JOB**

The duties and responsibilities of the job are individual and varied depending on the approaches and needs of the particular school, and include, but are not limited to, the following:

#### **TEACHING**

- To engage in class teaching which will foster a purposeful progression in learning and which is consistent with learning areas and programmes of subjects and grades as determined
- To be a class teacher.
- To prepare lessons taking into account orientation, regional courses, new approaches, techniques, evaluation, aids, etc. in their field.
- To take on a leadership role in respect of the subject, learning area or phase, if required.
- To plan, co-ordinate, control, administer, evaluate and report on learners' academic progress.
- To recognise that learning is an active process and be prepared to use a variety of strategies to meet outcomes of the curriculum.
- To establish a classroom environment, which stimulates positive learning and actively engages learners in the learning process
- To consider and utilise the learners' own experiences as a fundamental and valuable resource.

#### **EXTRA-& CO-CURRICULAR**

- To assist the HOD to identify aspects which require special attention and to assist in addressing them.
- To cater for the educational and general welfare of all learners in his/her care.
- To assist the Principal in overseeing learner counselling and guidance, careers, discipline and the general welfare of all learners.
- To share in the responsibilities of organising and conducting extra and co-curricular activities.

#### **ADMINISTRATIVE**

- To co-ordinate and control all the academic activities of each subject taught.
- To control and co-ordinate stock and equipment which is used and required.
- To perform or assist with one or more of other non-teaching administrative duties such as:
  - secretary to general staff meeting and/or others
  - fire drill and first aid
  - Timetabling
  - staff welfare
  - accidents

## **INTERACTION WITH STAKE-HOLDERS**

- To participate in agreed school/educator appraisal processes in order to regularly review their professional practice with the aim of improving teaching, learning and management.
- To contribute to the professional development of colleagues by sharing knowledge, ideas and resources.
- To remain informed of current developments in educational thinking and curriculum development.
- To participate in the school's governing body if elected to do so.

## **COMMUNICATION:**

- To co-operate with colleagues of all grades in order to maintain a good teaching standard and progress among learners and to foster administrative efficiency within the school.
- To collaborate with educators of other schools in organising and conducting extra and co-curricular activities.
- To meet parents and discuss with them the conduct and progress of their children.
- To participate in departmental committees, seminars and courses in order to contribute to and/or update one's professional views/standards.
- To maintain contact with sporting, social, cultural and community organisations.
- To have contacts with the public on behalf of the principal.

# ANNEXURE 3

## CODE OF PROFESSIONAL ETHICS FOR EDUCATORS



### THE CODE OF PROFESSIONAL ETHICS FOR EDUCATORS

#### DEFINITIONS

1. In this Code, unless the context indicates otherwise any word or phrase defined in the South African Council for Educators Act, 2000 has that meaning and:
  - i. 'Code' means the Code of Professional Ethics of the South African Council for Educators;
  - ii. 'Council' means the South African Council for Educators;
  - iii. 'educator' means any educator registered or provisionally registered with the Council;
  - iv. 'learner' means a pupil or a student at any school, further education and training institution or adult learning centre;
  - v. 'parent' means:
    - a) any natural parent or guardian of a learner;
    - b) any person legally entitled to custody of a learner; and
    - c) Any person who undertakes to fulfil the obligations of a person referred to in paragraphs (a) or (b) towards the learner's education at school.

#### GENERAL

2. The educators who are registered or provisionally registered with the South African Council for Educators:
  - 2.1 acknowledge the noble calling of their profession to educate and train the learners of our country;
  - 2.2 acknowledge that the attitude, dedication, self-discipline, ideals, training and conduct of the teaching profession determine the quality of education in this country;
  - 2.3 acknowledge, uphold and promote basic human rights, as embodied in the Constitution of South Africa;
  - 2.4 commit themselves therefore to do all within their power, in the exercising of their professional duties, to act in accordance with the ideals of their profession, as expressed in this Code; and
  - 2.5 act in a proper and becoming way such that their behaviour does not bring the teaching profession into disrepute.

### **CONDUCT: THE EDUCATOR AND THE LEARNER**

3. An educator:
  - 3.1 respects the dignity, beliefs and constitutional rights of learners and in particular children, which includes the right to privacy and confidentiality;
  - 3.2 acknowledges the uniqueness, individuality, and specific needs of each learner, guiding and encouraging each to realise his or her potentialities;
  - 3.3 strives to enable learners to develop a set of values consistent with the fundamental rights contained in the Constitution of South Africa;
  - 3.4 exercises authority with compassion;
  - 3.5 avoids any form of humiliation, and refrains from any form of abuse, physical or psychological;
  - 3.6 refrains from improper physical contact with learners;
  - 3.7 promotes gender equality;
  - 3.8 refrains from any form of sexual harassment (physical or otherwise) of learners;
  - 3.9 refrains from any form of sexual relationship with learners at a school;
  - 3.10 uses appropriate language and behaviour in his or her interaction with learners, and acts in such a way as to elicit respect from the learners;
  - 3.11 takes reasonable steps to ensure the safety of the learner;
  - 3.12 does not abuse the position he or she holds for financial, political or personal gain;
  - 3.13 is not negligent or indolent in the performance of his or her professional duties;
  - 3.14 recognises, where appropriate, learners as partners in education.

### **CONDUCT: THE EDUCATOR AND THE PARENT**

4. An educator, where appropriate:
  - 4.1 recognises the parents as partners in education, and promotes a harmonious relationship with them;
  - 4.2 does what is practically possible to keep parents adequately and timeously informed about the well-being and progress of the learner.

### **CONDUCT: THE EDUCATOR AND THE COMMUNITY**

5. An educator recognises that an educational institution serves the community, and therefore acknowledges that there will be differing customs, codes and beliefs in the community.

**CONDUCT: THE EDUCATOR AND HIS OR HER COLLEAGUES**

6. An educator:
  - 6.1 refrains from undermining the status and authority of his or her colleagues;
  - 6.2 respects the various responsibilities assigned to colleagues and the authority that arises therefrom, to ensure the smooth running of the educational institution;
  - 6.3 uses proper procedures to address issues of professional incompetence or misbehaviour;
  - 6.4 promotes gender equality and refrains from sexual harassment (physical or otherwise) of his or her colleagues;
  - 6.5 uses appropriate language and behaviour in his or her interactions with colleagues;
  - 6.6 avoids any form of humiliation, and refrains from any form of abuse (physical or otherwise) towards colleagues.

**CONDUCT: THE EDUCATOR AND THE PROFESSION**

7. An educator:
  - 7.1 acknowledges that the exercising of his or her professional duties occurs within a context requiring co-operation with and support of colleagues;
  - 7.2 behaves in a way that enhances the dignity and status of the teaching profession and that does not bring the profession into disrepute;
  - 7.3 keeps abreast of educational trends and developments;
  - 7.4 promotes the ongoing development of teaching as a profession;
  - 7.5 accepts that he or she has a professional obligation towards the education and induction into the profession of new members of the teaching profession.

**CONDUCT: THE EDUCATOR AND HIS OR HER EMPLOYER**

8. An educator:
  - 8.1 recognises the employer as a partner in education;
  - 8.2 acknowledges that certain responsibilities and authorities are vested in the employer through legislation, and serves his or her employer to the best of his or her ability;
  - 8.3 refrains from discussing confidential and official matters with unauthorised persons.

**CONDUCT: THE EDUCATOR AND THE COUNCIL**

9. An educator:

- 9.1 complies with the provisions of this Code;
- 9.2 discloses all relevant information to the Council;
- 9.3 co-operates with the Council to the best of his or her ability;
- 9.4 accepts and complies with the procedures and requirements of the Council, including but not limited to the Registration Procedures, the Disciplinary Procedures of the Council and the payment of compulsory fees.

  
Boy Ngobeni  
Head of Department  
Date: 20130503