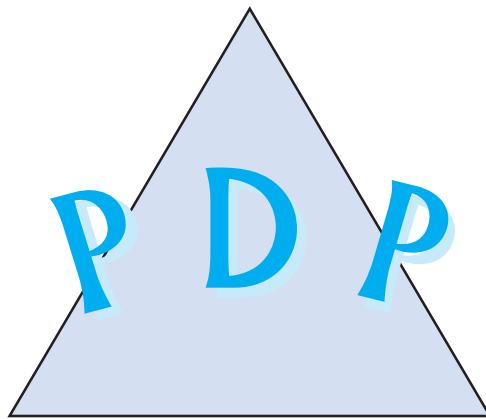


1995 -1996



Professional Development Programme
for Educational Psychologists in Scotland

Service Level Agreements and Negotiating Skills

CONTENTS

| | Page |
|--|------|
| INTRODUCTION AND RATIONALE | 1 |
| THE SIGNIFICANCE OF THE CONCEPT OF SERVICE LEVEL AGREEMENTS FOR PSYCHOLOGICAL SERVICES IN SCOTLAND | 4 |
| A SURVEY OF THE CURRENT USAGE OF SERVICE LEVEL AGREEMENTS (SLAs) AND PRACTICE AGREEMENTS (PAs) WITHIN PSYCHOLOGICAL SERVICES IN SCOTLAND. | 15 |
| NEGOTIATING SKILLS - INTRODUCTION | 28 |
| NEGOTIATING SKILLS WORKSHOP | 32 |
| NEGOTIATING SKILLS - CUSTOMISATION | 40 |
| SUMMARY | 42 |
| REFERENCES | 46 |
| BIBLIOGRAPHY | 47 |
| LIST OF APPENDICES | 48 |

INTRODUCTION AND RATIONALE

A major trend within the public sector in an age of accountability has been the introduction of business and management concepts in many areas of practice. Although part of the education services of local authority provision, psychological services have often been ahead of their employing authorities in considering issues such as Total Quality Management, service planning, and marketing strategies. The Association Of Scottish Principal Educational Psychologists (ASPEP) has taken the lead in mounting courses and seminars in management skills since the late 1980s. One of the business concepts which began to be applied in the public sector was that of Service Level Agreements. There were indications, especially within the English context, that psychological services might become 'delegated' and made available for schools to purchase rather than remain part of the central provision of the local authority (Audit Commission, 1992). In the event, pressure for this kind of development appears to have abated, perhaps due to the complexity of the analysis of the statutory duties which psychologists carry out on behalf of local authorities.

Over the period, however, psychological services in England did spend considerable time producing Service Level Agreements to be negotiated with their local authorities, eg Hampshire, Essex, Cumbria. On the whole, these tended to be fairly narrowly focused on numbers of assessments, Statements opened and Reviews carried out in line with the Code of Practice (Department for Education, 1994).

The more diverse range of statutory and other duties historically performed by psychologists in Scotland (MacKay 1996) suggests that these types of agreements would not readily translate to the Scottish context.

As well as the above trend, pressures have arisen within services themselves to define and delineate more clearly what consumers, particularly schools, can expect of psychologists, what form the service delivery will take, and how it will be monitored and reviewed. A need was perceived to make such a process more explicit. Service development planning and quality assurance methods have featured widely in the recent thinking of individual services and in advice from ASPEP.

Before psychological services became more aware of the need to apply management concepts to their operations, many excellent initiatives from individual psychologists and from services foundered at an operational level because of the absence of effective mechanisms for discussion, engagement and persuasion of those affected by the service.

One reason for this failure rests in a dilemma experienced by psychologists in general, regarding the model of interaction and engagement we use in our ongoing relationships with our consumers. The predominant role adopted is one of facilitating, enabling, listening. It is consultative, non-judgemental and advisory. It often involves conflict resolution between other parties. This perception psychologists have of themselves and that consumers have of psychologists at least partially militates against the concept of services negotiating and implementing new initiatives or practices, or even agreements about practice. The psychologist's wide repertoire of skills includes many of those required for successful negotiation, such as listening, summarising and reflecting, but does not necessarily include *other* crucial skills, such as confronting, immediacy and challenging; the awareness of the need to move appropriately from our more intuitive role to a negotiating role and to feel comfortable in that role is not prevalent in psychologists' thinking or training.

In order to have successful negotiations with directorate, schools and others about service level agreements, changes in practice, or the implementation of *any* initiatives the need was perceived to identify, describe and devise methods of practising these additional skills, and

THE SIGNIFICANCE OF THE CONCEPT OF SERVICE LEVEL AGREEMENTS FOR PSYCHOLOGICAL SERVICES IN SCOTLAND

Ian Liddle, Senior Coordinator, PDP

Organisational changes since the mid-1980s have been characterised within central government by the fragmentation of departments into agencies which provide specific services to the government department. Radical changes within health authorities, which have been divided into purchasers and providers, and within local authorities, have reflected the same government thinking. A necessary consequence of this decentralisation has been the proliferation of Service Level Agreements, the purpose of which has been to describe the new relationships which exist, for example between different services within a local authority, and to embed accountability and monitoring measures within these relationships. For managers in the public sector, the new arrangements involve new practices also. According to Metcalfe and Richards (1990),

public management is getting things done through other organisations.

For social services managers within local authorities, both the Community Care Act (1990) and the Children (Scotland) Act (1995) require that contracts be drawn up for the provision of services not just by the local authority itself but increasingly by the private sector and the voluntary sector.

In the health service, and in the arrangements between civil service agencies and the respective government departments, the existence of 'quasi-contracts' is a common feature. These attempt to specify the necessary accountability, quality assurance and monitoring mechanisms. In the view of the Open Business School,

....it is reasonable to expect that more and more (public service) managers will become involved in contracts. These may or may not be contracts which are enforceable by law - increasingly, the public services are being asked to manage through 'framework agreements' which are not supposed to be actionable in the courts. These quasi-contractual forms share many of the features of legally-binding contracts.

(Managing Public Services, 1993)

A similar trend is visible in library services; the Scottish Network of University Libraries (SCONUL), for example, has a series of working papers emphasising the role of the internal consumer and contractual arrangements between different departments of the same organisation. This movement also has its detractors, of course, the paper by Heery (1995) being a prime example. Heery argues that the production of SLAs will actually hamper the development of coherent library services.

Because of the change in status of careers services in Scotland, these services have been among the first to produce SLAs in negotiation with local authorities. For example, the agreement between Careers Central and the Schools Development Service of the former Central Regional Council begins by specifying the four main areas of:

- ❖ *Services to educational establishments*
- ❖ *Services to School Development Service - Core*
- ❖ *Services to School Development Service - Non Core*
- ❖ *Complaints*

and goes on to give details of the expectations of both the careers service and the Schools Development Service in this process. (Careers Central Ltd, 1995)

According to CIPFA (1991), the process of negotiating SLAs has the effect of:

- ❖ *identifying both the providers and the users of support services*
- ❖ *making providers accountable for the quality and the cost of the support services they deliver, and encouraging them to plan ahead for their development*
- ❖ *making users more conscious of the costs of the support services they currently get, and also of further services they might ask for; and,*
- ❖ *enabling users to monitor the quantity and quality of the services which they are paying for*

As part of education services in local authorities, psychological services have taken an active interest in any developments which may relate to service quality, and have followed closely the repercussions of the Audit Commission (1992) report in England. A note of guidance to services from the Association of Educational Psychologists (cf Appendix 1) lists 11 areas which SLA-type agreements might cover in relation to schools. However, this document does not cover the nature of any agreement at *Service* level in the sense of negotiations with authorities themselves or with education services directorate.

As indicated above, a number of services in England have developed agreements for use with schools, and many of these take the form of detailed descriptions of types and levels of provision, time allocations for each provision and even costings for some activities. Although some activities are easily quantifiable, eg ‘number of Stage 3 assessments’ and ‘time taken per review meeting’, others are not and there are difficulties in comparing like with like, to the detriment of the overall structure. Furthermore, the significant differences which exist between services north and south of the border eloquently discussed by MacKay (1996) in terms of the breadth of service and range of activities, makes cross-border comparisons difficult. The statutory duties of psychological services towards Social Work

services here have no parallel in England; with lower population ratios the potential to take more of a community focus rather than a narrower schools focus has always been a feature of Scottish services' work. In some ways this wider context makes the possibility of service level agreements more complex; however, if the initial premises are carefully considered, models of SLA can be contemplated.

Two psychological services which carried out early work in this area were the former Central Region service and the former Grampian service. The Central Regional Council Education Service, of which the psychological service was an integral part, produced in 1993, guidelines for SLAs with its support services, a copy of which is given in Appendix 2.

In essence the School Development Service, as *client manager*, took on the role of commissioning, specifying, and monitoring the services delivered by support services; the psychological service was one of the *providers* of service; the psychological service identified a number of *clients* for its services, namely schools, Social Work Service, Reporter's Service, and the community in the form of individual children, parents and families.

In this model service level agreements are developed as a two-stage process, firstly working out with the client manager an acceptable framework and identified clients, then secondly, negotiating with each client an appropriate range of services, timescales and mutual responsibilities. The guidelines include

- ❖ *a statement of the purpose of SLAs,*
- ❖ *an SLA checklist,*
- ❖ *a set of principles about such agreements*
- ❖ *information on the process of developing and delivering an SLA*

The Grampian approach also included initial agreement with the Education Service on a format for offering SLAs in two contexts, to mainstream schools and to special schools.

It includes

- ❖ *specification of*
 - *the range of services provided*
 - *further services available*
 - *key personnel*
 - *standards*
- ❖ *conditions*
 - *for monitoring and reviewing the process*
 - *for resolving disagreements*
 - *regarding confidentiality*
 - *for meeting the specific needs of the school*
 - *regarding staffing levels*
 - *regarding responsibilities of the head teacher*
 - *regarding responsibilities of the psychological service*
 - *regarding outcomes and evidence*
 - *on costs*
 - *on time allocations*

On this basis, specific plans are drawn up and agreed with each school.

Many other authorities have examples of ‘practice agreements’ with schools and these will be discussed in detail in the next section of this document.

Having thus described the background to the emergence of service level agreements in the public sector, and in psychological services in particular, the question at issue is whether the concept of psychological services as negotiators with their authorities, whether at Chief Executive or education directorate level, of the terms of service level agreements which will then be the basis for discussion with clients (schools, other council agencies and members of the community), is a useful concept, and whether it merits the time and energy involved.

It can be argued that the very process of *working* on an SLA offers major opportunities for clarification of what services are on offer and how they are delivered, for meaningful communication between the service and the client manager, in the form of the local authority or the education service, and that this kind of detailed interchange would be unlikely to occur *without* such an agenda. It might further be argued that the absence of corroboration by a client manager would seriously undermine the status of follow-up discussions with clients.

Expressed more bluntly, backing from the authority would make co-operation from schools and other agencies much more likely. The negative view would be that there may be little enthusiasm from education services for the formality and complexity of the process or for the time it would take to complete. In part this depends on the kind of relationship which exists between psychological services and their parent bodies. Some services would certainly argue that the idea of a service level agreement negotiated with their education service would be unlikely to happen, no matter how beneficial the outcome might be.

Proponents of SLAs might highlight the accountability aspect as a strong positive factor, both in terms of the specification of roles and requirements, and in the need to deliver services on budget. The counter-argument would stress two points: the costing of particular aspects of service have proved to be almost impossible, but becomes a

common denominator of what is easily measurable is evident in some of the attempts by services in England to aspire to totally costed services.

From the viewpoint of providing services a more insidious difficulty of costing arises through oversimplification of charges. As well as service delivery of many kinds, psychological services are perceived by directorate, for example to be *available* to advise and consult on a regular but unplanned basis. The CIPFA report points out that this availability is an extremely expensive additional service which would be difficult (and possibly prohibitive) to cost.

Accountability may also be lacking in achievement of outcomes, or at least in agreeing whether outcomes have been attained. Uncertainty in this area would raise questions about how meaningful the resultant agreements could be, and in many instances SLAs would be in the realm of 'quasi-contracts' at best.

The facility for monitoring is perceived by some to be a valid justification for establishing SLAs between service providers and client managers. Practice varies in whether the client manager operates the monitoring mechanism itself or whether the service carries out this task.

The Open Business School (1993 - see above) view is that *monitoring seems a good thing, and perhaps particularly so in cases where it is hard to define precise outcomes for the service being provided - as in, classically, education, health care, the prison service and the armed services* (Emphasis ours).

The major drawback for the client manager is again cost - the monetary costs of the monitoring arrangements and the cost of scarce time and energy on the part of senior and experienced staff.

The alternative monitoring procedure, in which the service itself designs and operates the monitoring process and reports back to clients and client managers, places a heavy requirement of *trust* between the parties. Obviously trust may not be absolute, and this arrangement can then contradict the earlier requirement of public accountability.

Two final considerations regarding the value or otherwise of Service Level Agreements may be worth listing at this point.

On the question of community care provided by social services departments, Flynn (1990) suggests that

If SSDs write a series of large scale, highly specified contracts, there is a danger that the services will become less flexible and offer less choice than they do now.

This would be an important consideration for psychological services also. There are a number of situations, for example, where a psychological service may have carefully-negotiated targets which, because of emergency occurrences or perhaps prolonged staff absence, cannot be delivered. In the absence of both human and financial resources to compensate consumers in these circumstances, contractual agreements lose their meaning. Despite their interest in having agreed levels and regularity of service, most authorities would probably wish to have a psychological service which was not so rigidly contracted that it could not be responsive in situations of need.

Moreover, in a too-rigidly contracted psychological service the fine balance between current 'core' and 'non core' inputs could be disturbed, most likely in the direction of basic services at the cost of 'developmental' activities.

Finally, it is clear from the CIPFA report that the *size* of support service can be critical in deciding whether efforts should be made to establish SLAs in public services. It states that SLAs may not be necessary or even practicable in small services.

In conclusion, therefore, there are a number of examples from England and at least two instances in this country of Services setting up service level agreements with their employing authorities. The majority of other Services have statements about what services are provided by them, mainly to schools, and with varying degrees of elaboration. While the need is widely perceived to engage in discussions and to clarify arrangements with *clients* (viz schools and some other agencies) the corresponding concept of working through the same process with a *client manager* (in the shape of the local authority or education directorate) is seen as either a low priority, or irrelevant or possibly problematic. This is in spite of the fact that having such an SLA would give the next step of negotiating with clients higher status and, probably, a greater degree of uniformity.

Both Scottish examples cited above related to local authorities where centralised management planning was an evident feature; in the case of Central Region, the authority as a whole had invested heavily in PPPM (Policy, Planning and Performance Management), including the Education Service, the School Development Service and the Psychological Service. Developments within Grampian Region were similarly, senior management led.

Service level agreements would be seen as a natural feature of these developments. It may be that in other councils this approach to management was less well developed, making the impetus for SLAs *at this level* less of a priority. If an SLA is to be negotiated with an authority, there has to exist in the authority as a whole, both an understanding of the rationale and a mechanism for carrying it out. Where these conditions do not exist, the task of negotiation becomes much more complex and possibly counter-productive. In the turmoil arising from local government reorganisation this situation may not be infrequent.

Another consequence of LGR has been the proliferation of much smaller Psychological services, the median size now being under 10 psychologists, which is, according to CIPFA,

an argument for *not* resorting to formal service level agreements, mainly because the heavy demands of time and energy for negotiation and monitoring would be disproportionate.

Taking all of the above considerations into account, it would be necessary to state that as a general rule, the case for services pursuing service level agreements is not made.

Whilst on balance there are contra-indications for all services to be seeking to make formal service level agreements with their authorities, (unless of course there is an ethos, an understanding and a willingness to do so) it is still important to gain their confidence and support for the activities in which services are engaged.

It would be difficult to argue, for example, that most of the principles on which SLAs are based would not be immensely helpful in clarifying and quantifying what psychological services have to offer, what they might reasonably expect from consumers in return, what measures of accountability can be built in, and how service delivery can be monitored and quality assured.

It might further be claimed that services should take responsibility for establishing a standardised methodology for achieving these objectives, rather than having a disparate set of agreements between individual psychologists and a variety of consumers.

What might be helpful would be for a Service ***to devise a framework for developing practice agreements to offer to schools and other clients, and to negotiate the authority's acceptance and promotion of this framework.*** This would be a process similar in style but different in outcomes to the Central Region model; it would not aspire to achieve an SLA with the authority, but would as a minimum ensure its familiarity with, and backing of the framework. A parallel process would involve discussions within the Service about how specific practice agreements would be made available to clients. Two important elements here would be *uniformity* and *support*. Idiosyncratic approaches and non-compliance would be detrimental to the process and confusing to schools. Support would be required to

help devise, but especially to implement and sustain the operation of the approach over an initial period.

The third stage would be *implementation* and the fourth stage *maintenance*. Thereafter, the process would go into a monitoring and review cycle with timescales agreed by Service and clients.

It will be recalled that this discussion paper is just one aspect of the Working Group's output. It has ranged widely in the area of service level agreements and has ended with a suggested model for a whole-service approach to workable, sustainable practice agreements with clients; it has discussed the elements of such agreements without being prescriptive about these; the next section in this document will review effective practices already in operation and offer further insights, and the final section will describe a developmental process through which the skills necessary to succeed in this endeavour can be acquired and applied.

~~AS SERVICE LEVEL~~ ~~AGREEMENT~~ ~~IN SCOTLAND~~

Stephen Kerr and Lyndsey Oliver

INTRODUCTION

Having researched the theoretical background of service level agreements and looked at how the concepts involved had been incorporated into examples produced within the public sector, particularly in psychological services in England, as a next step the Working Group decided to examine critically, material produced by services in Scotland.

From our initial discussion it was clear that we would need a framework to analyse and make sense of the data. Since our first objective was to provide a national "snapshot" of the current situation with respect to the usage of SLA/PAs in Scottish psychological services, we decided to utilise a content analysis mode of investigation. All documentation received would initially be allocated to one of five categories which would cover the whole range of "positions" viz a viz these sorts of agreements. The categories are described below.

- 1. Written SLA** Responses which were clearly of a contractual nature, involving the service as a whole; which covered all or most of the points in the AEP paper (Appendix 1); and which had been mediated by a client manager.
(eg the education directorate).

- 2. Written PA** Responses where the documentation focused on the nature of the agreement between psychologist and school, usually a variant on the approach described by Vassie and Watson (1993). Back-up documentation and inclusion of AEP features tended to be less in evidence, although there was variation here.

- 3. SLA/PA in Development** Responses which indicated that although the service did not currently have written material available, work was ongoing.

- | | |
|-----------------------------------|---|
| 4. Intention to Use SLA/PA | Responses which indicated the service had positive intent, though work was not yet underway. |
| 5. SLA/PA not used/planned | Responses which indicated the service had actively rejected this means of negotiating and formalising work. |

THE INITIAL SURVEY

The first step the Working Group took in pursuit of the above aim was to write to all principal psychologists asking for information on the extent to which SLAs / PAs were being used within their service. More specifically, we requested that they provide, if possible

- ❖ *copies of SLAs / PAs which had been developed and were being used in the service*
- ❖ *contact name(s) for any psychologist or working group responsible for developing agreements.*
- ❖ *a summary of the service's viewpoint if it did **not** think that written SLAs / PAs were an appropriate means of negotiating its work with schools and other clients.*

Despite it being a time of great change and flux for psychological services, following local government reorganisation, with many principal psychologists new to their posts and their geographical areas, a very respectable written response rate of 57% (20/35) was achieved. The views and position of those services which did not offer a written response were canvassed by a follow up telephone call and thus all principal psychologists in the new 32 councils were consulted in one way or another. The survey results are summarised in Table 1.

It should be noted that the information contained in the table is as accurate and as up to date as possible. However where information is transmitted verbally and the categories themselves are not totally mutually exclusive, eg category 3 (SLA/PA in Development) and category 4 (Intention to Use SLA/PA) clearly overlap, then there exists potential for misinterpretation. The Working Group would wish to apologise for any errors of this nature.

Table 1 : Current Status of SLAs/PAs in Scottish Psychological Services

| | Written SLA | Written PA | SLA/PA in Development | Intention to use SLA/PA | SLA/PA not used/planned |
|----------------------|-------------|------------|-----------------------|-------------------------|-------------------------|
| Aberdeen City | * | | | | |
| Aberdeenshire | | * | | | |
| Angus | | | | * | |
| Argyll & Bute | | | | * | |
| Ayrshire E | | * | | | |
| Ayrshire N | | * | | | |
| Ayrshire S | | * | | | |
| Borders | | | | | * |
| Clackmannan/Stirling | * | | | | |
| Dunbarton E | | * | | | |
| Dunbarton W | | * | | | |
| Dumfries & Galloway | | | | | * |
| Dundee City | | | | * | |
| Edinburgh City | * | | | | |
| Falkirk | * | | | | |
| Fife | | * | | | |
| Glasgow City NE | | | | | * |
| Glasgow City NW | | * | | | |
| Glasgow City SE | | | * | | |
| Glasgow City SW | | | * | | |
| Highland | | | | | * |
| Inverclyde | | * | | | |
| Lanark N | | | | * | |
| Lanark S | | * | | | |
| Lothian E | | | * | | |
| Lothian M | | | | * | |
| Lothian W | | | | * | |
| Moray | | | * | | |
| Orkney | | | | | * |
| Perth & Kinross | | | | * | |
| Renfrewshire | | * | | | |
| Renfrewshire E | | | | * | |
| Shetland | | | | | * |
| Western Isles | | | | | * |

MAIN CONCLUSIONS FROM INITIAL SURVEY

1. The **vast majority** of psychological services in Scotland are now either using, developing or planning to develop SLA/PAs as a means of clarifying the services they have on offer and how they are delivered. Out of thirty four services, counting Clackmannan/Stirling as jointly managed and Glasgow City Council as four independently managed Services, all but seven (ie 79%) are in this category.

2. Of those services which had rejected the approach, four (Dumfries & Galloway, Orkney, Shetland & Western Isles) had considered it inappropriate because of geographical and demographic factors. These authorities cover fairly large rural areas with significant numbers of very small schools, and all their principals referred to the feelings of their staff, that SLA/PAs would be just too inflexible to cope with the unpredictable and fluctuating demands of a large number of small establishments. One principal psychologist stated that his Service had trialled PAs, but that his staff had indeed found their effect to be constricting. He indicated that the psychologists preferred to exercise their professional autonomy through a focus on the referral process and delivering services through developing good working relationships. In Highland, several years ago, the principal had been interested in exploring what SLA/PAs had to offer but his proposal had received little encouragement from the directorate at that time and has gone no further as yet. However, within his service an interest remains in the subject, and it is hoped it will feature in their medium term development plans, given that the climate of opinion in the new council is now more positive.

In Glasgow NE the newly incumbent principal psychologist had found little enthusiasm amongst his staff for developing SLA/PAs and had decided to develop their own solutions to the service delivery issue rather than transplant a system of working which might not "take." Their delivery of service is based on having a time allocation system for each school, a service user's guide and a very tightly negotiated referral process.

3. The Clackmannan and Stirling joint service was the only one which had actively sought to develop SLAs with agencies other than mainstream or specialised schools. For instance, for the Social Work Department and the Reporter's Service, they had achieved this by "top

slicing" a proportion of their time - in this case 15% - and offering it to them in the form of a service level agreement.

As far as we could determine all other psychological services treated schools as their major clients and had no separate agreements with other service users, although there was evidence that Fife service had been instrumental in developing a service level agreement with medical agencies on behalf of the authority's education management.

In all other cases examined, requests for input or service from clients other than schools, eg parents, would presumably require to be filtered through the time allocation of the associated school where this was possible. This model has the attraction of simplicity and may work fairly smoothly for most of the time, but on the other hand there lies within it the potential difficulty of attempting to resolve conflicting priorities. It also views psychological services very much as school psychological services, along English lines, and therefore may be missing opportunities to develop new areas of expertise in serving a wider community. The model may also be found wanting as all the implications of the Children (Scotland) Act emerge.

FOLLOW UP INVESTIGATION

As a second stage of analysis the Working Group decided to deconstruct a number of the more developed and sophisticated SLA/PAs, in order to ascertain their essential features and to determine where the differences in approach and emphasis lay.

The material supplied by five psychological services was examined in this way :-

- ❖ *Aberdeen City (based on Grampian Region Agreement)*
- ❖ *Ayrshire East*
- ❖ *Ayrshire North*
- ❖ *Clackmannan / Stirling*
- ❖ *Fife*

(Samples from their agreements are available in Appendices 3(a), 3(b), 3(c), 3(d) and 3(e)).

In addition two members of the Working Group conducted structured interviews with several principal psychologists to gain a more detailed and intimate knowledge of the philosophy, motivations and processes underpinning the production of written SLA/PAs.

As in the initial survey the material was subjected to analysis by content. Ten constructs - the entries in the first column of Table 2 - were chosen to reflect the range of content that, according to the literature, is typically found in SLA/PAs. Clearly there is a degree of arbitrariness and overlap in the categories, but it was considered a useful way of analysing and comparing the content and style of the material. As before apologies are offered for any misinterpretations.

The results are illustrated in Table 2.

Table 2 : Common Features of SLAs/PAs

| | Aberdeen City | Ayrshire East | Ayrshire North | Clackmannan/ Stirling | Fife |
|--------------------------|---------------|---------------|----------------|--------------------------|------|
| Time Allocation Formula | * | * | * | * | * |
| Range of Services | | | | * | |
| Service Strands | | * | * | * | |
| Menu of Inset | | | * | * | |
| Quality Assurance | | | | * | |
| Review Procedure | * | * | * | * | * |
| Expectations of Schools | * | | | | |
| Time Estimates for Tasks | * | | | | |
| Complaints Procedure | * | | | * | * |
| Statutory Duties | * | | * | * | * |
| Costs | * | | | | |

DISCUSSION

1 Time Allocation Formula

1.1 All the Service SLA/PAs studied in more detail, used time contracting as a broad framework for negotiating contact with schools. This is to be expected since some kind of mechanism for fairly and equitably allocating time to all clients is the starting point and indeed a sine qua non for any kind of pre planned and contracted system of working. The genesis of this kind of approach in British educational psychology goes back to the mid-late seventies, when most psychological services operated open referral systems and struggled with the consequent problems of long waiting lists and difficulties in determining priorities. Articles by Hedderly (1977) and Born and Sawyer (1979) were pointers to a more controlled way of delivering services.

1.2 All the principal psychologists made clear in their communications with the Working Group that every establishment was allocated a number of days of psychological service time based on the roll of the school, weighted to reflect the socio-economic status of based on the pupils' families.

There was also a minimum visiting requirement for every school _____
sometimes achieved by combining small establishments eg a number of small nurseries.

1.3 There was a difference in how **explicit** each service had been in giving this information to the schools, with Central and Ayrshire (E & N) writing the amount of time allocated into the agreement whereas Aberdeen and Fife did not. Indeed Aberdeen had decided to give the information to the psychologists alone, to be used as a framework to arrange their visiting pattern. This seemed to be based on psychologists' fear that they may be swamped with demands and somehow lose control of their work pattern. However the principal psychologist indicated that as from next year they intended to give the schools this information in writing. The Working Group did not see any disadvantage in giving schools this information from a service level rather than an individual psychologist level; indeed it is part of the whole process that both "signatories" to the agreement know how much time they have to work together which helps focus and prioritise service delivery.

This seems a useful and helpful thing to do in its own right, and concurs with recent trends in the public sector towards greater openness and accountability. Indeed it would be the starting point for any discussion with a head teacher who felt his / her school was not getting enough time or a fair allocation of time.

1.4 A related issue here, but one of fundamental importance, is how the workload management scheme operates. None of the services had gone as far as explaining to the schools the details of their particular system and they varied in how much was written down and easily accessible to an outsider. In essence the issues here are what proportion of time is to be devoted to schools as opposed to other areas of work. And for those services, all but Clackmannan/Stirling, which offered all their time to schools, what proportion of each psychologists' time would be allotted to school visiting and what proportion to administration /development time etc? Further "into" the system decisions need to be made about the time split between the mainstream and special sectors and whether there should be a "sector loading factor" in working out relative amounts of time for secondary, primary and pre-five. There are no hard and fast rules to guide this kind of decision making. It must be done in the light of knowledge of the particular nature of local provision, but it should be open and available for scrutiny and discussion.

2 Range of Services

2.1 In the more contractually written agreements, Aberdeen and Clackmannan/Stirling, the initial part of the document specified the range of services to be provided, as per recommendations for producing SLAs (see Appendix 1). There was a considerable degree of overlap and in essence these were:

- ❖ *Advice to head teachers or other staff*
- ❖ *Consultation about non referred individual children*
- ❖ *Assessment of referred cases*
- ❖ *Direct / ongoing support to some pupils*
- ❖ *Opening / reviewing RONS*
- ❖ *Inset/Project work*

2.2 The other three services had taken slightly different approaches. North Ayrshire provides an extremely professionally produced "glossy" portfolio for service users, which lists five strands of core services that are the focus for practice agreements. East Ayrshire gives schools information on service delivery at three levels: consultation, direct casework and development initiatives; and Fife issues a prospectus which divides the service's work into two categories:-

- ❖ *Casework Consultation* and
- ❖ *Development Work*

and provides a number of detailed examples of each.

3. Service Strands

3.1 In the early days of educational psychology Burt (1969) described three main activities for practitioners, which for the sake of brevity can be classified as:

- i) *intensive case studies of problem children*
- ii) *therapy or remedial intervention*
- iii) *problems of general organisation, administration and investigation*

The role of the educational psychologist has expanded enormously over the years but the notion of categorising different "types" of applied psychology remains. For instance many Scottish services are now using the four fold classification propounded in Vassie and Watson (1993), namely casework, consultation, in-service and projects.

3.2 The services currently under study vary in the degree to which they focus on and make use of the concept of "strands". In the Aberdeen and Clackmannan/Stirling SLAs they are implicit in the description of services provided but not highlighted in their own right, and in the Fife material these strands are quite deliberately not separated out for consideration. Instead the interdependence of casework and development work is stressed: the fact that they

share a common set of principles is recognised, the difference being that casework is normally reactive to individual problems whereas development work may be preventative in nature. The underlying philosophy is that the two approaches are most effective when one follows from the other but there is no attempt in the documentation to separate the work into different strands.

Both Ayrshire services have decided to base their PA documentation on five strands rather than the more common four. Indeed the North Ayrshire portfolio is largely an elaboration of the potential services / activities on offer under these strands which are :-

- ❖ *Assessment and Intervention*
- ❖ *Consultancy and Advice*
- ❖ *Training*
- ❖ *Research and Evaluation*
- ❖ *Policy Development and Implementation*

Two further points are of interest here. Firstly the decision not to use the term "casework" to describe the first strand, in an attempt to encourage schools away from more traditional offerings and to take up other forms of service. Secondly the idea that at the PA planning meeting, a proportion of the overall time allocation should be agreed for each strand. Time will tell if this approach will alter the balance of work, but at the time of writing most schools still opt for a mixture of casework and consultancy over the other options.

4 Menu of Inset

4.1 Two services, Clackmannan/Stirling and North Ayrshire, had produced leaflets describing core inset programmes. These programmes consisted of topics which the services had previously researched and prepared material on and hence could be delivered in a thorough and professional way, even at short notice. One principal psychologist was strongly of the opinion that if inset was offered by this means, ie by a menu, then the service's credibility was at stake and it had to "deliver".

There was also a willingness on the part of services to provide inset on areas not listed and schools were encouraged to raise these in discussion if they wished.

5 Quality Assurance /Review Procedure

5.1 This is another area on which much has been written in recent literature on service delivery in psychological services, eg Foxe (1991), Burt, Kane and Wilson (1994). Guidelines (such as those produced by the AEP) for SLAs suggest that quality standards need to be built into the whole process of coming to agreements and not written in later as add-ons. As one would expect, all services stressed the necessity for regular reviews of agreements, usually on a yearly basis.

5.2 However there were significant differences in how each service approached the quality assurance/review process. Aberdeen was the only service to explicitly stipulate "quality" standards as per recommendations for SLAs. It stated that the psychological service would adhere to the following, as part of normal good practice.

- ❖ *providing schools with agreed number of half day visits per year.*
- ❖ *attending specified meeting as required*
- ❖ *providing verbal/written feedback as required*
- ❖ *supporting staff, pupils and parents in a sympathetic and positive manner*

Most review systems are in their infancy and basically involve the school staff and psychologist in joint reflection on how their "partnership" has worked. The focus is at a school level, and concentrates on rating whether access arrangements were satisfactory, whether mutual expectations and priorities were met etc. Fife had a deliberately low key approach with a minimum of paper work, an emphasis on monitoring and dealing with problems as they arose and reinforcing successful aspects of the partnership.

North Ayrshire, on the other hand, used a five point rating scale covering seven questions plus another five points assessed in an open ended way.

Clackmannan/Stirling was the only Service where the principal psychologist was responsible for the maintenance of a quality assurance system which monitored and evaluated the services provided against the targets and performance indicators listed in the service plan. This involved sending a fairly extensive questionnaire to head teachers (again based on

rating scales), and also a questionnaire to psychologists on evaluation of the work load management scheme from their point of view.

6 Expectations of Schools

6.1 Explicitly stating the respective responsibilities of the client manager, the provider and **the client** is one of the means by which supporters of SLAs claim that they formalise and improve service delivery. Interestingly only Aberdeen had a significant section of their SLA devoted to the responsibilities of the head teacher (or their delegated representative). Ten points were covered, ranging from providing the psychologist with suitable facilities for confidential consultation, to ensuring the feedback of assessment to relevant members of staff. The role of the client manager, in the form of the education service is obviously crucial here; in Aberdeen's case the Grampian Directorate had actually requested that all services within Education provide written SLAs to ensure a smooth transition during the disaggregation of the region.

6.2 There was no evidence that the other services under study had written responsibilities for schools in this manner though Clackmannan/Stirling, in their separate agreement with the Social Work Department, had a section entitled "Action on part of Social Work Department to use the service provided" - perhaps because of the need to more highly structure direct requests for work from this agency. Presumably most services left the negotiation of schools' responsibilities to individual psychologists, mediated by whatever service or practice guidelines exist. Review of PAs would provide a natural forum for this to take place.

7 Time Estimates for Tasks

7.1 The only service to attempt an "entry" (time estimates for consultation and review of Records of Needs) under this category was Aberdeen and the explanation for this lies in the fact, previously referred to, that the educational directorate not only requested written SLA, but provided sub headings for the document - including areas like the above as well as costings. These sorts of entries are more likely to be found in SLAs produced by English services and indeed the education officer who made the request had recently come from England and brought documentation from there.

8 Complaints Procedure

8.1 In general the Education Service complaints procedure applied to the psychological service. Written guidelines usually suggested that concerns should be communicated first to the psychologist involved, and only if this did not lead to a resolution should the complainant refer to the principal psychologist.

Aberdeen and Clackmannan/Stirling made mention of their procedure in their SLA, whereas the other three did not, although Fife have a full paragraph on the subject in their prospectus.

9 Statutory Duties

9.1 Four out of five of the services mentioned statutory duties and the relevant legislation. They stressed that *children* meant the 0-19 population and not just school pupils; and that *Special Educational Needs* referred to a wider population than that covered by Records of Needs. The differences again lay in where this information was to be found; in Aberdeen and Clackmannan/Stirling it was in a brief introduction and in a lengthier Appendix respectively; in Fife and North Ayrshire it was contained in the prospectus and portfolio respectively.

10 Costs

10.1 The only explicit reference to cost appeared in the Aberdeen City agreement. It noted that there would be no charge to schools for services since they formed part of the “authority’s statutory responsibility” for providing a psychological service to advise on the special needs of pupils. However the agreement did mention that for non-statutory responsibilities, which were listed separately, eg inset, costing may “need to be considered in the future”.

NEGOTIATION

Wilson Frew, Jenny Wilson and Ian Liddle

INTRODUCTION

The overall concept of the PDP project on Service Level Agreements and Negotiating Skills is to examine critically, the usefulness of service level agreements (SLAs) and practice agreements (PAs) for psychological services; to offer guidance for services in their optimal use; and to devise methods of developing relevant negotiating skills and the structures necessary for implementing, supporting and maintaining such agreements.

WHAT DO WE MEAN BY NEGOTIATING SKILLS?

Service level agreements and practice agreements are discussed in detail earlier in this paper. This section deals with those aspects of negotiation and structure that support and maintain these agreements. It may be useful at the outset to distinguish between *consultation* - which generally, educational psychologists will be familiar with - and *negotiation* - with which they may be less familiar, and possibly less comfortable. Although it may often be that consultation and negotiation shade into, or overlap with each other in practice, it is becoming more important for psychologists to know when they are engaged in the former and when it is necessary to switch to the latter - and to be able to signal that switch.

Caplan (1970) described the essential components of consultation. It is a voluntary, non-supervisory relationship between professional workers in order to support and facilitate their professional functioning. Consultation can be seen, therefore, as a tentative, open-ended process during which the consultee's concerns are explored - the parties perhaps having no previously defined positions on the issues that arise. Psychologists in local authorities have been developing the consultative aspects of their service delivery for some time and will have no difficulty with Caplan's description. The salient point is that consultation is not negotiation although it may give rise to, or indicate a need for, negotiation.

The distinction between consultation and negotiation is perhaps illustrated in Taylor's (1979) definition.

Negotiation is a process used when two or more parties with conflicting interests meet to discuss the issues that divide them

This definition clearly identifies the recognition of 'division' between parties as an indication of a need for negotiation. Bennett, more recently, (1994) confirmed the idea of conflict as central to the distinction between consultation and negotiation.

*consultation is not adequate for subjects that
involve conflict and/or deeply divided views.*

Negotiation by definition, then, is not necessarily a comfortable or easy process but it may be encouraging to note that skilled negotiation is more likely to reduce than increase any potential discomfort (Godefroy & Robert,1993).

Taylor's definition, deriving as it does from the world of consumer advocacy, is fairly relevant in this context but it does carry, perhaps, a number of implications that are worth examining. Firstly, it could be taken to imply that 'conflicting interests' and, therefore, negotiation situations are easily recognised and formalised. Such a degree of clarity and formality may rarely be possible in the public service arena, at least at the level of the day to day working of the educational psychologist. Secondly, in the world of commerce and business, the actual process of negotiating may fall within the remit of specialist negotiators and indeed, Taylor refers to the 'negotiating team'. It is perhaps unlikely that psychological services would have the resources to employ special teams of negotiators even if they wanted to. A third point, that follows from the second, is that a specialist team, having completed a particular negotiation, may thereafter have little or no contact with the other party. Clearly this is very different from the relationships between a psychological service and its regular groups - particularly schools with which long-term, mutually interactive, collegiate relationships develop. In such situations, whatever the merits of a particular case, the working psychologist in any given negotiation must at least have one eye on the longer term effects on this relationship.

Considerations such as these are not intended to inform an argument against the development of negotiating skills. They illustrate, rather, the need for the development of particularly sensitive and creative negotiating skills and for their judicious use within contexts in which interpersonal relationships are of the essence.

LEVELS OF NEGOTIATION

Within the context of this PDP project, negotiations can be seen to underpin three aspects of service delivery. Service level agreements refer to those that are negotiated with a local authority or its executive - with the director of education or other service managers, for example - and they are clearly contractual and relate to what the psychological service as a whole will offer. This level of agreement would normally be negotiated by the principal psychologist or head of the psychology service. The second aspect - that of practice agreements - refers to the nature of the agreement between the individual psychologist and a given service user - usually a school - and this will normally be negotiated by the psychologist. The third aspect refers to the every day negotiations that go on routinely between the psychologist and particular staff members in order to commission or refer a discrete piece of work. Both SLAs and PAs are established and maintained through negotiations and, in turn, day to day negotiations at the 'chalk face' are supported and strengthened through linkage back to the formal agreements. In one sense service level agreements, practice agreements and negotiating skills are all parts of a unified whole. In another sense, negotiating skills are utilised in all aspects of service delivery. What is new, perhaps, is the current trend towards more open accountability in local authorities and the consequent pressure to provide services that are more explicitly and more formally described. In these circumstances, negotiating skills take on an importance previously unrecognised.

ASPECTS OF NEGOTIATING SKILLS

It is important to recognise three stages of negotiation that make an important contribution to the success or otherwise of any subsequent service level agreement or practice agreement. The first stage is that of *preparation*. Preparation refers to all those issues that may be anticipated or readied beforehand. Secondly, come the *negotiations* themselves. The actual face to face, the interactions that take place when the "two or more parties" meet together. The third stage, *maintenance* refers to the need to continue to monitor and guard against any erosion or breach of the agreements. All of these aspects of negotiation were integral to the pilot course on negotiating skills and are discussed in greater detail in the description of the course that follows this introduction.

NEGOTIATING IN THE PUBLIC SECTOR

The implications of importing the methods of commerce and industry into the public service arena are worth examining. The competitive instincts of the market flow from a different philosophy to that which underpins public service. The former derives from a model of humanity as individuals first and foremost - individuals who then choose how to relate to other discrete individuals. Central to this model is the notion of competition and the Adam Smith dictum that when individuals pursue their own ends, the competition thus generated ultimately benefits the consumers. In public service however, a different world view can be discerned. This is the idea that, far from existing as discrete individuals first and foremost, people only exist in relation to each other and are ultimately interdependent - even when competing (Macmurray 1957). The Adam Smith dictum is reversed and the alternative notion is that if people pursue community interests, they ultimately benefit the individuals within it, including themselves. Whatever the merits of each of these philosophical positions, it is clear that the generator that drives the market place is the prospect of making profits, an incentive that is, by definition, unavailable in public service. From such considerations it is obvious that methods of negotiation, fashioned and honed to the needs of the market, will need to be adapted to the essentially different world view in which public services operate. Such adaptations would insist that skilled negotiation practices be harnessed to the benefit of the public directly and explicitly. It cannot be assumed that benefits will simply 'trickle down' to the public. Within public service, therefore, negotiation might be seen as being less about competition, perhaps, but about delivering, through the process and creative stimulation of negotiation, a self-evaluating and continuously responsive service.

TRAINING IN NEGOTIATING SKILLS

It was beyond the scope of the present project to offer extensive training in negotiating skills. This would be a venture for services themselves within their local contexts. However a crucial aim of the project was to try to devise some methods that may be of assistance to services interested in taking forward this initiative. The next section describes in detail how that was accomplished using a workshop format, and a wide range of materials devised for use in the workshops is included in appendices.

INTRODUCTION

In order to support the implementation and maintenance of service level and practice agreements, a need was identified to devise training in negotiation skills which could be customised by individual psychological services. To address this need, a two day pilot workshop was prepared with the following aims :

- ❖ to raise awareness of the issues surrounding service level agreements, practice agreements and their use within services

- ❖ to give practice in the preparation, negotiation and maintenance of such agreements

- ❖ to provide participants with a framework for preparing, negotiating and maintaining practice agreements which can be customised for use within their services

- ❖ to seek evaluation of the prepared materials

- ❖ to invite participants to implement the customised framework in their own Services and to provide feedback.

A letter was sent to all principal psychologists in November inviting them to nominate a service representative to participate in the pilot workshop. Principal psychologists were advised that the workshop was intended for individuals interested in and with some responsibility for promoting practice agreements with schools and other agencies.

Ten participants were invited to attend, selected on a first come first served basis. All grades of psychologist were represented within the group of participants. Early in January, participants received a package of pre-course materials comprising a workshop programme

of current usage of service level and practice agreements by psychological services within Scotland, a set of preparatory notes which asked for details about the individual's position within the service, knowledge/experience of using practice agreements, service details, council details and background information about a school (Appendix 4(b)), which could be used as a case study for some of the workshop activities, and an activity aimed at encouraging course members to reflect on their personal communication style (Appendix 4(c)).

The workshop took place on January 29th and 30th. One of those invited to participate withdrew at very short notice leaving nine psychologists who completed the course.

TIMETABLE

Day One:

Introduction, rationale and task 1:

The first sessions of the workshop aimed to offer course members a definition of negotiation, to consider negotiation within a public service context and to provide a rationale for the choice of negotiation skills to be practised in the workshop. For the first task of the course, participants were asked to provide a brief verbal description of the service for which they worked, the local authority context within which the psychological service operated, their role within the service and their experience of using practice agreements.

Preparation Phase - Information, framework and task 2:

These sessions aimed to present course members with a reference source (Appendix 4(d)), and a checklist they could use to help them prepare for negotiation (Appendix 4(e)). The second task offered an opportunity to use the checklist to help prepare for a practice agreement negotiation pertaining to the school each course member had identified as part of the pre-course preparation. Using the reference material provided, course members were

opening offer or demand, bottom line and satisfaction point for negotiation of a practice agreement with a school representative, and planning their negotiation strategy.

Negotiation phase - Information, framework and negotiation tasks 1 - 4:

These sessions aimed to provide course members with opportunities to practise some negotiation skills. When considering which skills to address in this part of the workshop, the workshop planners made an assumption that educational psychologists are fairly skilled in negotiation skills which build and emphasise mutuality and common purpose - for example listening, communicating respect, creating rapport, reflecting feelings, empathising. The judgement of those planning the workshop was that educational psychologists were less practised in the 'harder' skills of negotiation - for example confronting, challenging, arguing, code switching. Negotiation tasks 1 - 4 offered course members practice in some of these 'harder' skills - namely code switching, finding common ground, arguing and conflict resolution. Course members were presented with various scenarios which aimed to reflect situations commonly encountered by educational psychologists. For each scenario, they were asked to respond to instructions which aimed to offer practice in using a particular skill (Appendix 4 (f)).

Day two:

Maintenance phase - Information and framework:

This session aimed to make course members aware of the importance of maintaining and monitoring the outcomes of negotiation and to offer opportunities to consider and practise skills which would enable them to address this task. Once again the workshop planners made an assumption about the skills to be practised in this session. Course members were asked to consider scenarios which typified situations encountered in the day to day experience of

every educational psychologist - for example attending a meeting with a pre-agreed purpose or 'agenda', to discover that the other party involved has changed the 'agenda' and claims to have no knowledge of a practice agreement which indicates that such unilateral action is not acceptable from either party. Scenarios selected aimed to be representative of situations in which educational psychologists find themselves, and to provide participants with practise in skills such as challenging, conflict resolution, clarifying, establishing role and avoiding ambiguity (Appendix 4(g)). The scenarios presented also indirectly affirmed the benefits of preparing for negotiation for course members, by highlighting the costs of inadequate or insufficient preparation before entering into negotiation.

Evaluation exercise:

In this session, course members were asked to complete a workshop evaluation form which aimed to obtain feedback about the extent to which the workshop aims had been achieved, how interesting and useful the workshop had been for them personally and its perceived usefulness in terms of service development.

Course members were also asked to offer verbal feedback about each phase of the negotiation process - preparation, negotiation skills and maintenance.

WORKSHOP EVALUATION

Written feedback from course members:

Pre-course materials and introduction:

On a scale of 1 - 6, (1 = less useful, 6 = more useful), course members' ratings of these sections in terms of raising awareness of the issues surrounding service level and practice agreements and their use within services ranged as follows:

| | | | | | | | |
|-------------|---|---|---|-----|-----|-----|-------------|
| Less useful | 1 | 2 | 3 | 4 | 5 | 6 | More useful |
| | | | | (4) | (3) | (1) | |

With regard to usefulness in terms of providing a framework for preparing, negotiating and maintaining practice agreements, course members rated these sections as follows:

| | | | | | | | |
|-------------|---|---|---|-----|-----|-----|-------------|
| Less useful | 1 | 2 | 3 | 4 | 5 | 6 | More useful |
| | | | | (3) | (4) | (1) | |

Preparation:

On a scale of 1 - 6, (1 = less useful, 6 = more useful), participants rated this section of the course in terms of raising awareness of the issues surrounding preparing for negotiation as follows:

| | | | | | | | |
|-------------|---|---|-----|-----|-----|-----|-------------|
| Less useful | 1 | 2 | 3 | 4 | 5 | 6 | More useful |
| | | | (1) | (1) | (4) | (2) | |

With regard to usefulness in terms of giving practice in preparing for negotiation, participants rated this section as follows:

| | | | | | | | |
|-------------|---|---|---|-----|-----|-----|-------------|
| Less useful | 1 | 2 | 3 | 4 | 5 | 6 | More useful |
| | | | | (4) | (2) | (2) | |

With regard to usefulness in terms of providing a framework for preparing for negotiation, participants rated this section as follows:

| | | | | | | | |
|-------------|---|---|---|-----|-----|-----|-------------|
| Less useful | 1 | 2 | 3 | 4 | 5 | 6 | More useful |
| | | | | (2) | (2) | (4) | |

Negotiation:

| | | | | | | | |
|-------------|---|---|-----|-----|-----|-----|-------------|
| Less useful | 1 | 2 | 3 | 4 | 5 | 6 | More useful |
| | | | (1) | (1) | (4) | (2) | |

With regard to usefulness in terms of giving practice in negotiation, course members rated this section as follows:

| | | | | | | | |
|-------------|---|---|-----|-----|-----|-----|-------------|
| Less useful | 1 | 2 | 3 | 4 | 5 | 6 | More useful |
| | | | (2) | (1) | (4) | (1) | |

With regard to usefulness in terms of providing a framework for negotiation, course members rated this section as follows:

| | | | | | | | |
|-------------|---|---|---|-----|-----|-----|-------------|
| Less useful | 1 | 2 | 3 | 4 | 5 | 6 | More useful |
| | | | | (2) | (3) | (3) | |

Maintenance:

On a scale of 1 - 6, (1 = less useful, 6 = more useful), participants rated this section of the course in terms of raising awareness of the issues surrounding maintenance of practice agreements as follows:

| | | | | | | | |
|-------------|---|---|---|-----|-----|-----|-------------|
| Less useful | 1 | 2 | 3 | 4 | 5 | 6 | More useful |
| | | | | (2) | (4) | (2) | |

With regard to usefulness in terms of giving practice in maintaining practice agreements, participants rated this section as follows:

| | | | | | | | |
|-------------|---|---|-----|-----|-----|-----|-------------|
| Less useful | 1 | 2 | 3 | 4 | 5 | 6 | More useful |
| | | | (1) | (3) | (3) | (1) | |

With regard to usefulness in terms of providing a framework for negotiation, participants rated this section as follows:

| | | | | | | | |
|-------------|---|---|---|---|---|---|-------------|
| Less useful | 1 | 2 | 3 | 4 | 5 | 6 | More useful |
|-------------|---|---|---|---|---|---|-------------|

General comments: On a scale of 1 - 6, (1 = less interesting, 6 = more interesting), course members rated the course as follows:

| | | | | | | | |
|-------------|---|---|-----|-----|-----|---|-------------|
| Less useful | 1 | 2 | 3 | 4 | 5 | 6 | More useful |
| | | | (1) | (6) | (1) | | |

On a scale of 1 - 6, (1 = less useful, 6 = more useful), course members rated the usefulness of the course to them personally as follows:

| | | | | | | | |
|-------------|---|---|-----|-----|-----|-----|-------------|
| Less useful | 1 | 2 | 3 | 4 | 5 | 6 | More useful |
| | | | (1) | (1) | (4) | (2) | |

On a scale of 1-6, (1 = less useful, 6 = more useful), course members rated the usefulness of the course in terms of development of their service as follows:

| | | | | | | | |
|-------------|---|---|---|-----|-----|-----|-------------|
| Less useful | 1 | 2 | 3 | 4 | 5 | 6 | More useful |
| | | | | (4) | (3) | (1) | |

Most of the participants allocated a rating of 4 or more to each section of the workshop suggesting that participation had been a worthwhile experience.

Verbal Feedback from course members:

Preparing for negotiation:

Course members suggestions included considering the use of a video camera to assist practice of skills, allowing more time for completion of the preparing for negotiation checklist, by allocating less time to the introductory part of the workshop (where participants were asked to provide information about their service context and experience of practice agreements) participants could be asked to attend the workshop having completed parts of the preparing for negotiation checklist course beforehand, the preparing to negotiate

could be included in the pre-course materials. Course members considered that the preparation for negotiation checklist could be customised for use by individual services. The exercise of writing down - for example the target, bottom line and so on was regarded as helpful in terms of providing the impetus for negotiation.

Negotiating skills:

Feedback from participants suggested that breaking down negotiating skills and giving practice in particular skills had been useful and that the tasks included in this session would be valuable for use with other psychologists.

Maintenance:

Comments from course members suggested that this session had been useful in highlighting links between the different phases of negotiation and that a diagram might help to reinforce how each phase links to other parts of the negotiation process.

Overall, participants' ratings and comments indicate that the workshop was perceived as relevant and worthwhile for them personally and in terms of service development. Participants expressed interest in attending a recall day, suggested with the aim of offering them an opportunity to report back on progress made in developing the use of practice agreements within their services.

The Working Group's concept of the overall project included not only a philosophical treatise on the value of Service Level Agreements, a survey of current practice and the development of a negotiating skills package. An additional element the provision within the two-day workshop of a mechanism for participants to consider their own and their service's position in relation to these developments, and devise an action plan for further developments. It was clear from the survey details that services were at many different stages in this process, and the task was to select critically from the pre-course reading, the workshop exercises and the other materials available, combine this with the participant's in-depth knowledge of the service context, and map a way forward for that service.

The list of possible roles envisaged by the course organisers for those participating was a formidable one, as illustrated in Table 3 on the next page.

The task participants engaged in to begin to achieve this objective is shown in Appendix 5(a).

The exercise was further broken down into two strands. *Within Service Issues* related to work participants might undertake with colleagues, awareness raising, presenting materials, discussing approaches to schools and supporting colleagues in implementing the agreed plan. *Client and Client Manager Issues* referred to the kinds of negotiations which require to take place at authority level in order to ensure that the practice agreements being discussed with and implemented in schools, will be accepted and supported by the authority. Appendix 5(a) also depicts the two strands involved.

In order to assist with this process, checklists of suggested steps were provided for both strands. The Within Service Issues guidance is referred to as *Form 0* and is illustrated in Appendix 5(b), whilst *Forms 1 to 3* offer guidance on possible formats for negotiating

Service Level Agreements, the securing of acceptance by authorities and on the use of PAs with schools and other agencies, and are shown as Appendices 5(c) to (e) respectively.

Table 3 : Course Organisers' Expectations of Participants

| ROLES FOR SLANS COORDINATORS | |
|-------------------------------------|--|
| 1. | Study pre-course material - survey needs of Service |
| 2. | Attend and evaluate pilot course |
| 3. | Customise course materials for use in Service |
| 4. | Present materials in own Service |
| 5. | Consult with individuals re schools |
| 6. | Assist in preparation of agreements |
| 7. | Backup individual negotiations |
| 8. | Assist individuals with negotiations |
| 9. | Support/supervise individuals in implementation |
| 10. | Troubleshooting - assist individuals with hitches in implementation |
| 11. | Role in complaints procedure |
| 12. | Assist in reviewing operation of agreements. |

Feedback from participants suggested that this was a valuable exercise, and that the materials provided were helpful in terms of focusing on the pertinent issues. It was accepted that this could be only an initial approach to the complex task of implementing proposals, and that management and other colleagues would have to be consulted. There was a consensus among participants that a recall day later in the session, where progress could be reported and pitfalls examined, would be a valuable addition to the programme.

SUMMARY

SERVICE LEVEL AGREEMENTS

- ❖ The rationale for service level agreements lies mainly, but not exclusively, in the trend towards accountability of public service delivery.

- ❖ In Scotland to date there has been very limited usage of service level agreements per se between psychological services and their employing authorities. The balance of arguments discussed in this document would suggest that the disadvantages for services of negotiating formal service level agreements outweigh the advantages.

- ❖ A more effective way forward for services in this area would be:
 - to develop a comprehensive framework for negotiating *practice agreements* with schools and other consumers of our services
 - to negotiate with the education authority their acceptance of the framework
 - to negotiate individually with schools and other consumers on the content of their particular practice agreement.

PRACTICE AGREEMENTS

- ❖ Practice Agreements provide a framework for the development of meaningful partnership between psychological services, schools and other agencies. These agreements must be flexible, relevant and useful for both services and their clients.

- ❖ Agreements in use in Scotland reflect the following objectives:
 - ensuring an equitable service
 - determining the contact pattern between the service and its clients
 - defining and clarifying the range/strands of service being offered
 - specifying the means of delivery, eg consultation, casework, training
 - providing an explicit structure for monitoring and reviewing service delivery.

A number of necessary stages are evident in the development of practice agreements with schools:

- ❖ *negotiation and consultation within a psychological service* regarding the content and process of developing practice agreements: steps would include the accessing of background materials, discussion of the diverse requirements of schools, agreement on content and format, practice in negotiating skills, and supervision/support from service management in implementing and maintaining practice agreements.

- ❖ *negotiation with education management*: it is important in the development of practice agreements that services give consideration to negotiation with the

authority's education management the aims, purpose, content and format of these agreements. This consensus is vital in ensuring co-operation from schools.

- ❖ *negotiation with school staff*: the main element of this exercise would be the process of negotiation between the head teacher and the psychologist working with the school. Important other aspects would be the consultation with, and communication of the details of the agreement to all relevant personnel.
- ❖ A variety of processes of negotiation are reflected in current practice. It is important that the negotiation process is focused, concise and timely. For example, an appropriate time for negotiating with schools could be June, when the agreement for the current session would be reviewed and the practice agreement for the next session planned.
- ❖ Current practice reveals that agreements are invariably instigated by psychological services. In the longer term agreements require to be jointly owned and actively accessed by both schools and services.
- ❖ Whilst most practice agreements currently being used or developed are formal, written documents, in legal terms they would at best be described as quasi-contracts. Lack of locum cover for staff absence, the need to respond flexibly to major crisis situations, and the particular circumstances of small rural schools are all factors which militate against having rigid contractual arrangements.

NEGOTIATING SKILLS

- ❖ It is increasingly important for psychologists to distinguish between the processes of consultation and negotiation in their practice, to recognise and anticipate negotiation situations as they arise both formally and informally, and to develop the skills necessary to negotiate competently in the interest of the service and of clients.

- ❖ An appropriate model for the development of negotiating skills for psychologists would include the phases of preparation, negotiation and maintenance.

- ❖ Negotiating skills appropriate to the work of those in public services such as psychological services require to emphasise achievement of common goals, the interdependence of individuals and the flexible, effective delivery of appropriate services rather than a competitive model.

- ❖ Negotiating skills relevant to psychologists' current practice can be identified, practised and improved in a workshop environment as described in this paper.

- ❖ **This document should be seen as a resource from which psychological services can customise, to produce an action plan for the development of practice agreements in their own context, and for the enhancement of important contributory skills.**

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PENDICES

| | | Page |
|------|--|-------------|
| 1 | AEP Guidelines on Service Level Agreements | 49 |
| 2 | Central Region Guidelines for Service Level Agreements | 50 |
| 3(a) | Sample Practice Agreement 1 | 52 |
| 3(b) | Sample Practice Agreement 2 | 54 |
| 3(c) | Sample Evaluation Form for Practice Agreement | 55 |
| 3(d) | Sample communication with Schools regarding Service Delivery | 56 |
| 3(e) | Sample description of responsibilities required of Schools | 59 |
| 4(a) | Programme for 2-day Negotiating Skills Course | 60 |
| 4(b) | Preparatory Notes for Workshop | 61 |
| 4(c) | Pre-course Exercise: Personal Negotiating Style | 63 |
| 4(d) | Preparing to Negotiate | 64 |
| 4(e) | Checklist for Preparing to Negotiate | 70 |
| 4(f) | Workshop Exercise : Code Switching Task | 74 |
| 4(g) | Workshop Exercise : Finding Common Ground | 75 |
| 4(h) | Workshop Exercise : Conflict Resolution | 76 |
| 4(i) | Workshop Exercise : Arguing | 77 |
| 4(j) | Workshop Exercise : Maintenance Skills | 78 |
| 5(a) | Workshop Exercise : Customisation Task | 79 |
| 5(b) | Form 0: Within Service Issues: Informing and Supporting Colleagues | 80 |
| 5(c) | Form 1: Format for a Service Level Agreement | 81 |
| 5(d) | Form 2: Notification to Authority of PA Framework with Clients | 83 |
| 5(e) | Form 3: Designing a Practice Agreement for use with Schools | 84 |
| 6 | List of Participants | 85 |

APPENDIX 1: AEP Guidance on Service Level Agreements

ASSOCIATION OF EDUCATIONAL PSYCHOLOGISTS

SERVICE LEVEL AGREEMENTS

The employment policies subcommittee of the association has recently looked at the issues relating to the operation of service level agreements by educational psychology services, and considered a number of such agreements currently in use. As a result the following guidance has been produced for members and service managers, where consideration is being given to either introducing service level agreements, or to modifying existing agreements.

Service level agreements have generally been introduced by educational psychology services with the aim of formalising the services they provide to some or all of the schools in their local authority.

Most commonly they include:

1. A description of the range of services the E.P.S. can/will offer to the school.
2. The amount of E.P.S. time a school will be entitled to over the period covered by the agreement. (Normally one school year).
3. The contact arrangements between the educational psychologist and key personnel in the school, both when the E.P. is in the school and at other times.
4. Arrangements for discussing with staff, recording and reporting actions agreed during school visits.
5. The management of statutory work in relation to pupils at the school, and whether this is part of or additional to work carried out under the S.L.A.
6. Arrangements for work carried out with pupils referred from sources other than the school (eg parents), and for pupils on the role of a school but not currently attending (eg excluded pupils).
7. The facilities the school will make available for the educational psychologists. (eg accommodation, access to staff)
8. What arrangements apply in circumstances where it is necessary for an arranged visit to be cancelled.
9. The arrangements by which the school provides the educational psychologist with necessary information prior to a school visit.
10. Arrangements by which the school ensures that the involvement of the E.P. has been discussed and agreed with a pupil's parent, and how they are to be involved. eg invited to be present at any assessment.
11. Arrangements to review the success or otherwise of the S.L.A. Commonly such monitoring would include an annual meeting which might include the line manager of the educational psychologist, and senior staff at the school as well as the school educational psychologist.

APPENDIX 2: Central Region guidelines for SLAs

CENTRAL REGIONAL COUNCIL : EDUCATION SERVICES

Guidelines for Service Level Agreements

1. Introduction

In its statutory role of providing efficient and effective education for all pupils/students the School Development Service has responsibility for supporting and monitoring the quality of educational provision in all its primary, secondary and special schools. To fulfil this role, School Development Services will enter into a number of Service Level Agreements with Education Support Services.

Service Level Agreements will specify the support, guidance and services which all schools can expect as well as the quality assurance mechanisms whereby the quality of services provided can be monitored.

For the purpose of this document the following definitions will apply:

- | | | |
|----------------|---|--|
| client manager | - | commissions, specifies and monitors the service delivered |
| provider | - | commissioned by the client to provide the service |
| client | - | receives the service following negotiations with the provider. |

To ensure that Service Level Agreements are responsive they should be taken into account during the school development planning process and School Development Plans should inform the review of Service Level Agreements.

2. The Purpose of Service Level Agreements

The Service Level Agreement will formalise and improve current arrangements between client manager, provider and client by:

- specifying the services which can be provided
- stating the respective responsibilities of the client manager, the provider and the client
- enhancing the quality of provision through clarification of services which are available and better targeting of services to meet client need
- improving responsiveness to client need through the evaluation and monitoring of services provided
- demonstrating value for money through a dynamic and responsive process of matching services provided to client need.

3. All Service Level Agreements should include:

- the roles and responsibilities of all parties
- description of customer entitlement
- range and quantity of services which could be provided
- costs of services identified

- targets and outcomes
- quality assurance mechanism for both provider and client
- a statement of the complaints process.

4. Principles

All Service Level Agreements must be based on the following principles:

- the criteria for the allocation of time should be fair, consistent, publicly stated and reviewed as appropriate
- where appropriate the agreement on provision should be based on negotiation and joint identification of needs
- all agreements should be flexible to be responsive to changes in need.

5. The Process of Developing a Service Level Agreement

All Education Services employees of Central Regional Council work within the context of the Education Services' goals, values and quality standards. This implies that the development and delivery of Service Level Agreements are based on:

- partnership between client manager, provider and client
- trust and confidence between all parties
- mutual recognition of professional skills
- equality of opportunity
- shared responsibility between all parties.

Any Service Level Agreements/Contracts negotiated with organisations which are not part of Central Regional Council should be developed in the same context described above.

Everyone involved in the commissioning, delivery or receiving of services provided through Service Level Agreements must be made aware of their roles and responsibilities and of the mechanism whereby they have the opportunity to influence the process.

6. Managing the Delivery of Service Level Agreements

- Quality Standards will be specified and embedded in Service Level Agreements
- The provider will establish a time accounting mechanism and procedures for reporting on an agreed basis to clients
- The client will be responsible for establishing management mechanisms to ensure effective use of the time and services available.

APPENDIX 3(a): Sample Practice Agreement 1

East Ayrshire COUNCIL *Education Department ~ Psychological Service*

The following Practice Agreement is designed to outline the general basis of working between the nominated school and the Psychological Service.

School:Academy **Session:** 1996/97

Psychologist:

School Co-ordinators:AHT andAHT

Time Allocation of Psychological Service to School:
Core time equivalent of 1 visit every 2 weeks

The support from the Psychological Service will be divided between direct work with the school and developmental work organised with individual schools or with a group of schools.

Key Issues & Areas of Work to be Addressed with School.

Continuation of consultative work: multi-agency work and direct casework.

APPENDIX 3(b): Sample practice agreement 2

DRAFT

Fife Council Psychological Service Practice agreement with schools

1. Introduction

The Psychological Service makes a prospectus available to schools to outline the services it offers. This document complements the prospectus by providing a framework for a particular school and its educational psychologist to develop an understanding of mutual expectations which are sensitive to the needs of an individual school and monitor this over a school year. Such an understanding need not necessarily be in written form but the headings which follow may support the initial discussion and subsequent reviews. In this process reference should be made to the prospectus.

2. Contact and access

- (a) who with?
- (b) when?
- (c) pattern of contact?

3. Services

- (a) casework consultation (range of problems)
- (b) school development consultation (range of issues)
- (c) connections between (a) and (b).

4. Monitoring and reviewing

It is most helpful if the headteacher and psychologist jointly and continuously monitor the working relationship between the Psychological Service and the school and take steps to adjust this. In addition a joint review should be specifically noted on an annual basis towards the end of each session. The following prompts are suggested as a basis to support continuous monitoring and annual review.

1. What has worked well?
2. Have there been any areas of difficulty?
3. Who could take action to adjust things?
4. Actions agreed.

5. Outcomes from review

In most circumstances it is expected that any necessary adjustments to the working relationship will be effected by the headteacher and psychologist between them. Where this cannot be achieved then reference should be made to Psychological Service management through the local Area Team Senior.

APPENDIX 3 (c) : Sample evaluation Form for Practice Agreement

NORTH AYRSHIRE PSYCHOLOGICAL SERVICE

Psychologist: _____ School _____

For each of the following questions please allocate a score based on the following key:

1 - Very poor 2 - Poor 3 - Average 4 - Good 5 - Very Good

1. How do you rate the effectiveness of the initial discussion with your allocated psychologist as a method of agreeing priorities for Service provision?
2. With hindsight how close a match were these priorities with whole school needs throughout the session?
3. How do you rate the value of the written school/service agreement?
4. How do you rate the quality of formal informal consultation and advice given to school staff by your allocated psychologist.?
5. How do you rate the effectiveness of joint action planning via meetings with school staff, parents, psychologist and other agencies when appropriate?
6. How do you rate the level of commitment given by Psychological Service to the negotiated agreement?
7. How do you rate the level of commitment given by the school to this agreement?

Please comment on the following:

1. Areas of work that have been particularly useful to the school.
2. Areas of work that have not proved particularly useful.
3. Ways of improving service to school.
4. The time allocation given to school.
5. Other comments.

Signed: _____

School: _____ Date: _____

**APPENDIX 3 (d): Sample Communication with Schools
Regarding Service Delivery**

The Psychological Service

Principal Psychologist: HAROLD WILSON

Langgarth Stirling FK8 2HA Tel No: 01786 443322 and 442530 Fax No: 01786 442946

Dear <DEAR>

The Psychological Service: Delivery of services to primary and secondary schools

The Psychological Service will continue, in the coming session, the pattern of specifying to head teachers how much time is available to their school and offering an opportunity, early in the session, to negotiate how this time should be used. The only exception will be with very small primary schools where, this year, we are proposing not to allocate a specific amount of time but rather to negotiate with head teachers how services can be delivered, given that a limited time is available.

We are aware that head teachers will, in the main, wish to retain the same psychologist as last year so we have made as few changes as possible. Your psychologist in the new session will continue to be <PSYCHOLOGIST>.

Time allocation

We are continuing with the same method of allocating time as we used last year. Discussions with a number of head teachers have indicated that this is, generally speaking, regarded favourably.

Every school is allocated a number of days of Psychological Service time for the provision of services by their main psychologist: the number is based on the roll of the school, weighted to reflect the socio-economic status of the pupils' families. Your school has been allocated <NO_OF_DAYS> days. We will keep an account of how much of your time is being used and will let you know from time to time how much is left.

In the case of small primary schools, where the time allocation is very limited, we recognise that it might well be necessary to make more time available should there be a pupil with special needs. We will be holding discussions with the head teachers of these schools during

the course of the year to see if we can improve the way in which services are delivered to them.

This year, we will be retaining some time for use in coping with emergencies in schools. This will only be a small amount (obviously the more we retain for emergency use the less is available for general use in schools) and will have to be strictly controlled. We hope to be able to ensure that, where an unexpected need occurs in a particular school, time is available to deal with it.

It should be noted that there may be constraints on how some of the available time is used. If you have a child with special educational needs, for example, then the legislation determines that an assessment has to be carried out to see if a record of needs is necessary. The Director of Education might also request some particular work to be done and, of course, some work will be already underway from last session.

If you want to know more about how The Psychological Service's time is spent, please arrange this with <PSYCH_NAME>.

What services are provided?

<PSYCH_NAME> will arrange to meet with you shortly to discuss what services you think it would be useful for <HIM_HER> to provide: as a basis for that discussion, we offer the attached 'menu'. If you wish to receive a service which is not listed, do raise this in discussion and we will do our best to meet your needs. Obviously, the more time you want <PSYCH_NAME> to spend providing one type of service, the less time will be available for others.

Whatever pattern of service delivery you negotiate with <PSYCH_NAME> can be amended at any time by mutual agreement: I would suggest in any case that you meet again part way through the session to consider whether the mix of services is right.

Other members of The Psychological Service team will also provide services if your school requires them: a list of these is also attached. These services are provided extra to your allocation time.

As before, you can find out more about these services in our Service Plan or you can ask <PSYCH_NAME> to provide you with information.

Psychological Assessment of individual pupils

If you think that the psychological assessment of an individual pupil is necessary to extend your own assessment of his or her needs, please discuss this with <PSYCH_NAME>. <HE_SHE> will be able to offer advice to help you to prioritise requests for assessment and will tell you when time is available for a referral to be dealt with: in some cases you might find that it is sufficient to discuss the child.

When it is agreed that a pupil should be referred for assessment, the next step would be for you to arrange a meeting with the child's parents/carers, yourself (or your representative), <PSYCH_NAME>, and any other professionals whose presence might be helpful. The purpose of this meeting is to discuss what information is already known about the child and

what a psychological assessment could be expected to add. It should be possible to ensure that the parents/carers are made fully aware of what is involved and do give their approval would be grateful if, following this meeting, you would complete and sign a 'Commission Form' (enclosed) which authorises The Psychological Service to carry out the assessment on your behalf.

Once this form is received, we will, in all but the most exceptional circumstances, begin the assessment within a few weeks. When the assessment is complete, we will discuss the results with you and provide a written report where necessary.

Continuing contact with children

With some children, The Psychological Service will maintain its links beyond the period of assessment. These children will include those who have a record of needs and those who are attending a day unit.

The access officer maintains a register of children with physical impairments and will contact you annually to bring this up-to-date. She will then remain in contact with these children, particularly to assist you with forward planning.

The specialist teachers will maintain contact with children who have a severe specific learning difficulty and will monitor their progress from time to time.

It is also, as indicated on the 'menu' of services, open to you to negotiate for some of the psychologist's time to be spent in continuing contact with children.

Quality assurance

We do try to provide a service of the highest possible quality. We will be spending time, this year, setting up a new quality assurance procedure and will be consulting with you over this. As before we have circulated a questionnaire to head teachers asking if they require any changes in the way services are delivered and, although early returns indicate that no significant changes are needed, we will be using the results to improve our service wherever possible.

Meanwhile, if you have any comments or complaints, do discuss them with <PSYCH_NAME>. If this doesn't resolve the difficulty, please contact me personally.

We look forward to providing a psychological service to you and your staff during the coming year and to working in partnership with you to meet the needs of your pupils.

Yours sincerely

HAROLD WILSON
Principal Psychologist

**APPENDIX 3(e): Sample description of responsibilities required of school
(ex Grampian Region)**

RESPONSIBILITIES OF THE HEAD TEACHER

(Some of these responsibilities may be delegated to a nominated member of promoted staff)

- a) meeting with educational psychologist to negotiate formal referrals
- b) organisation of class cover where necessary so that appropriate members of staff may consult with educational psychologist concerning individual pupils (formal referrals and non-referred cases) or more general issues concerning the learning or behaviour of pupils
- c) organisation of in school meetings between parents and the educational psychologist and a member of staff, where appropriate (concerning individual pupils)
- d) ensuring the actions/interventions agreed between head teacher and educational psychologist are undertaken
- e) provision of suitable facilities for confidential consultation with parents and/or members of staff
- f) ensuring verbal and/or written feedback from assessments is passed to the relevant member(s) of staff while safe guarding confidentiality
- g) ensuring that review meetings are minuted accurately and sensitively
- h) meeting with educational psychologist to plan in-service training and to agree responsibilities and arrangements
- i) meeting with educational psychologist to plan special projects and to agree responsibilities and arrangements
- j) organisation (with educational psychologist) of review of service level agreement and making arrangements to ensure feedback from the review is given to school staff
- k) organisation of annual reviews of pupils with Records of Need.

APPENDIX 4 (a): Programme for two-day Negotiating Skills Course

NEGOTIATING SKILLS PILOT COURSE

PROGRAMME - DAY 1 29TH JANUARY 1997

| | |
|---------------|---|
| 09.15 - 10.00 | COFFEE AND REGISTRATION |
| 10.00 | INTRODUCTION AND RATIONALE - IAN LIDDLE |
| 10.15 | TASK 1: PARTICIPANTS DESCRIBE CURRENT STATE OF PLAY IN SERVICES |
| 11.00 | PREPARATION STAGE - INFORMATION AND FRAMEWORK - JENNY WILSON |
| 11.15 | TASK 2: PARTICIPANTS WORK AT PREPARATION TASK |
| 12.00 | LUNCH |
| 13.00 | NEGOTIATION PHASE - INFORMATION AND FRAMEWORK - WILSON FREW |
| 13.20 | PARTICIPANTS WORK AT NEGOTIATION TASK 1 |
| 13.50 | PARTICIPANTS WORK AT NEGOTIATION TASK 2 |
| 14.30 | COFFEE |
| 14.45 | PARTICIPANTS WORK AT NEGOTIATION TASK 3 |
| 15.15 | PARTICIPANTS WORK AT NEGOTIATION TASK 4 |
| 15.45 | FEEDBACK SESSION |

PROGRAMME - DAY 2 30TH JANUARY 1997

| | |
|-------|--|
| 09.30 | MAINTENANCE PHASE - INFORMATION AND FRAMEWORK - IAN LIDDLE |
| 09.45 | PARTICIPANTS WORK AT MAINTENANCE TASKS |
| 11.00 | COFFEE |
| 11.15 | EVALUATION EXERCISE |
| 12.15 | LUNCH |
| 13.15 | CUSTOMISATION TASK |
| 15.00 | FEEDBACK SESSION - PLANNING FOR IMPLEMENTATION |
| 15.40 | COFFEE AND FINISH |

APPENDIX 4 (b): Preparatory Notes for Workshop

Negotiating Skills Workshops

Preparatory Notes: *please complete this exercise in advance of the workshop and bring two copies with you.*

1. Personal details

Your position in the Service; current involvement/history of using practice agreements, etc; interest in the topic

2. Service details

Size and deployment of Service; present arrangements with schools (contracting, time allocation, menu of services, service guidelines for practice agreements, monitoring and Quality Assurance measures.

3. Council details

Expectations of PS; avenues for communication; openness to initiatives from PS; key personnel (anonymise)

Please turn over

Negotiating Skills Workshops

Case Study - School Outline

Consider the details of a school which is well known to you in your everyday work.

Write down details of school organisation; key personnel (anonymise); ethos; strengths and weaknesses; expectations of your service; service currently delivered.

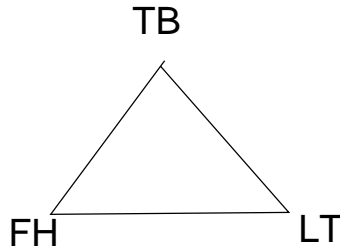
This outline will be used as background in the practice workshops on preparing, negotiating and maintaining practice agreements.

Thank You

APPENDIX 4 (c): Pre-course Exercise: Personal Negotiating Style

PERSONAL STYLE - PART A (pre-course exercise)

Use the model below to place yourself within the triangle at a point that best describes your typical personal style when in discussions with school staff.



Notes for guidance:

TB: Has a competitive disposition, he/she hates to lose and will keep arguing after the point is lost. Very effective in competitive negotiations. Not afraid of a hostile atmosphere. Is good at confronting and challenging skills.

LT: Weighs everything on the scales of logic. Methodical, precise, he/she takes a long time to consider everything and rarely answers until all angles are considered. Very effective as part of a team and/or behind the scenes. Tends to irritate others who want to move on quickly. Gives very little of him/herself emotionally.

FH: Has a very casual, informal manner. Popular and approachable. Can give concessions easily in negotiations. Can also be spontaneously creative. Best in co-operative negotiations and good at developing positive effect. Seen as friendly and accommodating.

TASK: Consider your own position in the triangle. If you are predominately of one type, what aspects of the other types would you wish to develop to augment your power as a negotiator (in your typical contexts). Write them down and discuss them in the group.

PERSONAL STYLE - PART B

(a) Individually, please rate yourself on a scale of 1 to 10 to indicate your personal satisfaction with your location in the triangle.

Unhappy 1 2 3 4 5 6 7 8 9 10 Happy

(b) Secondly, please place yourself within the triangle at the location you would wish to move towards.

THANK YOU. THIS EXERCISE MAY HELP YOU TO CREATE A PERSONAL PLAN FOR DEVELOPING YOUR NEGOTIATION SKILLS

APPENDIX 4 (D) : Preparing to Negotiate

What kind of negotiation are you preparing for?

Win/lose or Win/Win?

In *win/lose* negotiations parties strive for victory. In *Win/win* negotiations parties strive for consensus. The type of outcome you want from negotiation will vary. As a general rule however, the kind of negotiations we as psychologists are likely to be aiming for will be *Win/win*. We are likely to have a continuing relationship with the other party, we will be dependent on their co-operation for successful implementation of what has been agreed, will be working together, sharing interests and concerns and discussing and trying to resolve points of conflict that arise. There may be times when a *win/lose* type of negotiation may be appropriate - one shot deals, short term / one off relationships, situations where the other party cannot frustrate implementation of the agreement all lend themselves to *win/lose* negotiating.

Four points to remember about *Win/Win* negotiations:

- * Win/win negotiating is not a soft, altruistic approach. A win/win outcome is negotiated for purely selfish reasons. The other party's satisfaction with the outcome works to your advantage. He will want to continue working with you and will gladly implement the agreement reached.
- * Win/win negotiating should be two way. You might prefer to negotiate in a win/win spirit but if the other party does not - even after you have tried to make him understand what will be gained by co-operation and lost by confrontation - you cannot continue on the win/win basis. If you are negotiating a relationship which requires a win/win approach and the other party does not seem to think so, that may prompt you to reconsider whether you should negotiate at all!
- * Even if your position is very strong, even if you could almost dictate your terms, whether you decide to negotiate in a win/win or win/lose spirit depends on the duration of the relationship and how dependent you are on the other person for compliance. Consider where the negotiation fits within the context of a larger and longer term relationship before deciding whether to aim for a win/win or win/lose approach.
- * Be consistent. Too often negotiators rationally conclude that they should negotiate in a win/win spirit but in the heat of negotiation, apply all kinds of tricks that are only suitable for win/lose negotiation.

Is reaching an agreement essential?

Consider as part of preparing for negotiation - is it essential that agreement is reached? What would be the outcome(s) of failure to reach agreement? Would failure to reach agreement be less damaging than protracted negotiation which may undermine your bargaining power, self esteem, credibility etc?

Bilateral or multilateral negotiations:

Will more than two parties be involved in the negotiation - either directly or indirectly?

Multilateral negotiations entail both the opportunity of and the danger of coalitions. Ask yourself whether it is probable that some of the other parties will conspire against you and what the implications of that would be. Consider also whether it would make sense from your point of view, to join forces with one or more of the other parties and if so, how and when are you going to approach which party and with which suggestions?

Is the other party internally divided?

Often the negotiation process consists of separate negotiations - one 'across the table' - eg between the principal psychologist and director of education or a head teacher - and one with others who may be more directly involved in implementing whatever has been agreed -eg between you as the psychologist assigned to a school and a guidance or class teacher. In preparation it is important to consider the internal situation - both on your side and within the other party. Ask yourself whether the other party might be internally divided and if so what might be the ramifications of this and how might this affect your negotiation?

Linkage effects:

Consider whether current negotiations are likely to be linked to future ones? If so, will precedents be set? Could anything you do, any decision you take, any concession you make now, hamper you in the future? Are there any implications for the negotiation you are currently preparing for?

Can the agreement be enforced?

One of the most important questions you have to ask yourself when preparing for negotiation is whether you can force the other party to comply with the agreement you hope to reach. Agreeing a course of action is one thing, getting it implemented is quite another. Sometimes an agreement cannot be enforced. Determining factors are the nature of the deal and the nature of your relationship with the other party. As part of preparing for negotiation it might be helpful to consider the costs - for you and for the other party of non compliance - and if appropriate - mention these as losses for the other party when negotiating.

Will the other party with whom you are negotiating remain involved afterwards?

Sometimes the person with whom you are negotiating remains involved when it comes to implementing what has been agreed. If this is the case and you have come to trust this person during the negotiation you may not find it necessary to discuss everything in detail or to put every detail on paper. However you need to consider the implications for you and the outcome of the negotiation, if the agreement you reach with Mr A is implemented by Mr B, who has not been involved in any of the negotiating process and may have an entirely different understanding of what was agreed and different expectations of you, as a result.

Does the other party really want an agreement?

Sometimes people negotiate for the sake of it, or because they have been told they have to, or for various other reasons. Be aware of the possibility that the other party may not be sincere in entering into negotiation and consider how you might respond if you suspect this is the case.

Common interests:

Consider what common ground, if any, exists between you and the other party. In which respect(s) are you in the same boat, more partners than adversaries? The tougher the negotiation is likely to be the more important it is to be aware of the interests that you and the other party share. Remind him or her of them regularly. Do not take it for granted that he is aware of them.

Consider the issues - for you and for the other party:

Having clarified what kind of negotiation you are planning for, consider the issues that need to be negotiated.

There may be major and minor issues to be addressed. Remember to be aware when you are negotiating whether you are discussing something of prime or lesser importance. Try not to lose sight of the relative importance of what is being discussed in the heat of negotiation.

Ask yourself how various issues interact. Can concessions on one issue be traded for concessions on others?

Look behind issues to the interests and needs behind them. What is the real problem? Is the head teacher who has written to the Director of Education to complain about not having enough time from the psychological service, really looking for support in dealing with demanding parents and inexperienced staff?

What are the costs and benefits of your respective positions?

Information gathering:

You need to gather as much relevant information as possible about the organisation you are dealing with and the person with whom you will be negotiating.

For example in the case of a school it might be helpful to find out about organisational factors like the management and staffing structure, school development priorities, support resources available, school policies, organisational climate, previous working relationships between the service and head teacher/school management team and the head teacher's expectations of the service. It may also be helpful to learn about the person with whom you will be negotiating - his/her skills and experience, attitudes and values, expectations of the service, relationship with previous psychologists and so on.

Information helps you to get a feel for the strength of your bargaining position. It also helps you decide how you are going to handle the negotiation, how you are going to approach the other party, and which tactics you will apply. You may even find information which makes you wonder whether you want to negotiate with the other party at all.

Information gathering does not end when preparation ends. The negotiation process, particularly the initial stages offers opportunities for gathering and double checking information. However be aware that often what is gathered is soft rather than hard information - opinions, assumption, educated and not so educated guesses. Make a mental distinction between hard facts and assumptions and opinions and continually test and reassess assumptions. Be aware that often your expectations about how somebody will react to you will determine the way you treat him. If your initial expectations are wrong, your attitude towards him will be wrong and you will find yourself in a vicious circle.

Having done your fact finding, identify the information you have not been able to gather. In other words what information do you still need and how can you obtain it? Can you ask the other party? If so, when? How? Directly? Casually? By making a statement which implies an answer to the question and waiting for his reaction?

Find out also about past negotiations with this party, or in cases where you are negotiating within an existing relationship, review past negotiations and evaluate how you fared. Did the negotiations go smoothly? Were you (or a colleague who was previously involved) satisfied with the outcome? If not, why not? What went wrong? What lessons can be learned? Where is there room for improvement? What tactics is the other party prone to use? How were these tactics handled in the past? Has the other party proven to be trustworthy? To what kind of concessions, arguments and behaviour does he respond favourably? Where has he proved vulnerable?

Consider also what information the other party may need about you and how you will provide this.

What if the negotiation fails?

It is important psychologically and strategically to clarify for yourself - before negotiation starts - the consequences for you if negotiation fails. Will that be a disaster? Not a problem? Somewhere in between? Only if you have a clear idea of your situation if negotiation fails, will you be able to evaluate a proposed agreement. No proposal is good or bad in itself. It depends on what your

alternatives are. You may not be very enthusiastic about a proposal but if it exceeds what you will have if there is no agreement, you should accept. It may be possible to build on this beginning later on.

Leverage analysis:

Consider the strengths and weaknesses of your respective bargaining positions.

Before starting negotiation you need to have clear and realistic idea of the strength of your bargaining position. How much leverage do you think you have? How much do you think the other party has? Ask yourself questions like - How much do I need him? How much does he need me? What are my alternatives? What are his? Is time working to my advantage, or to his? Which deadlines do I have? Which does he have?

Typically these are questions to which you cannot give guaranteed answers but it is not possible to negotiate and take various decisions either during preparation or negotiation without making assumptions as to the balance of power. Be prepared to re-evaluate your decisions, plans and actions if you conclude that you have over- or underestimated the strength of your bargaining position.

Target, opening position, satisfaction level, walk-away point:

For each and every issue you plan to negotiate about, you need to decide four basic positions -

* ***your target***

ie what you are striving for. It should be as high as possible without being unrealistic. The higher your aim, the better your chances that you will do well. Consider not what would be merely acceptable for you but what would be the ideal outcome.

* ***your opening position***

You arrive at your opening position by adding to (seller) or subtracting from (buyer) your target position. How much depends on the circumstances, but the more distance there is between your opening position and your target position, the more room you will have for manoeuvring, concession making and flexibility. Your opening position should justify a serious reaction from the other party - a reaction which gives you an indication of what he has in mind and what he wants from you. Your opening offer should not only give information to the other party but should also elicit information from him.

Some people disagree with this tactic. They consider that it harms your credibility if you ask for more than your already ambitious target. If you are unsure about the wisdom of adopting this strategy consider the effect of starting at and not above your target. You have placed yourself in a position which makes it difficult for you to make concessions, as with each concession you drift further and further away from your target. Eventually you may have to do this but you want to postpone it as long as possible so initially you have to take an inflexible stand while the other party - who has opened the negotiation by asking for more than his target position - will highlight all the concessions he has made and will blame you for being rigid and unreasonable and for not accepting that negotiation is a two-way process!

Remember that the other party will judge you much more by what you do during the negotiation process than by what you did before negotiation began. You could counter his criticism by explaining that by deciding not to ask for more than your target you have made a significant concession. However you cannot capitalise on the concession because the other party was not there when you made it. By setting out to be reasonable and fair by not asking for too much, you may appear unreasonable and inflexible while the other party comes across as reasonable, flexible and co-operative.

You need to make a decision about whether or not to have an opening position which is more ambitious than your target. What you decide to do will depend - among other things - on the issue you are negotiating about, who you are negotiating with and your own personality. Whatever you decide, be aware of the consequences of either choice.

* ***your walk away point***

This is your bottom line. It is crucial to decide before negotiation begins where you are going to draw the line. Beware of the auction trap where you end up getting what you want but at a far higher price than you can afford to pay - because you had not decided beforehand how much you were prepared to bid.

In negotiating as at auctions, you must draw the line somewhere and you have to decide beforehand while you are still objective, cool, unemotional, fresh, not influenced by excitement, or by feelings of competing with someone else. If not you will think that with one more concession agreement will be reached, but that concession will require a final concession, and the final concession, a final concession.

Your walk away point does not necessarily need to be cast in concrete. When negotiating, nothing can or should be. Depending on the course of the negotiation, the arguments used by the other party, the concessions he is willing to make, on your re-evaluation of the balance of power, or on other issues, you may want to reconsider your walk away point. However always consider it as a drastic decision that is not to be taken lightly. If possible take a break, give yourself time and space to question your motives for changing your walk away point. Is it for good, rational reasons or because you are becoming tired impatient or intimidated by the other party? Are you taking the path of least resistance?

Do not make the mistake of becoming satisfied when your walk away point is reached. Remember your walk away point is an absolute minimum. You want more. Do not confuse your walk away point with your target which is your preferred option. Just reaching your walk away point should be a cause for disappointment. By definition the distance between your walk away point and your target is considerable. Ending up just at your walk away point is acceptable only if after trying your best you could achieve nothing better.

* ***your satisfaction level***

To help you guard against the mistake of being satisfied by merely exceeding your walk away point and also against the mistake of entering negotiation with too modest targets, it is helpful to identify a satisfaction level between your walk away point and target. Your target is the ideal, but if you cannot reach your ideal you may still be satisfied to a certain point. If you do not reach that point, your satisfaction level, you should be dissatisfied. The agreement may be acceptable but it does not really satisfy you.

Concessions:

For each issue decide which concessions you are prepared to make at which stage in the negotiation and in which sequence. Also identify the cost and implications - short and long term of each concession. Think about concessions which cost you little or nothing but are valuable to the other party.

Your negotiation strategy:

Arguments:

Consider the arguments you want to use in support of each position you are going to take. Try to anticipate the other party's counter-arguments. Prepare your rebuttal of these counter-arguments.

Tactics:

Decide which tactics you will use when negotiating.

For example - In which vein are you going to negotiate - friendly, informal, co-operative, flexible - or does it serve a tactical purpose to take a tough, formal, cool, rigid attitude?

Is it to your advantage to rush the negotiation or should you go slow? What authority do you have or do you want to have?

Put yourself in the other party's shoes, trying to look as objectively as possible but through his eyes, at all aspects of the negotiation. For example, ask yourself what he wants to accomplish in the negotiation. What are his needs and objectives? Which issues will be the major and minor ones for him? What will be his targets. opening position, and bottom line? What arguments would you use if

you had to argue his case? What concessions can you expect from him? What are his strengths and weaknesses? Which elements of your proposal will be attractive to him?

Agenda:

Often the agenda for negotiation cannot be detailed before proposals and counterproposals have been spelled out. You may only find out about the other party's issues once you start to negotiate. However at some point in the process there has to be an agenda - formal or informal - and the agenda has to be complete. Generally no new issues should be brought up and no new demands should be made which go beyond the agenda.

As a rule it is best to begin with the easier issues. Solving them creates a co-operative atmosphere which should facilitate solution of some of the more difficult or contentious issues. Furthermore, the more issues that have been resolved and the more time each party has invested in negotiating, the greater the incentive is to resolve all of the issues.

Deadlines should also be a factor in drawing up the agenda. When the other party has to cope with a deadline it makes sense to postpone those issues which are important to you and/or for which your arguments are not very strong until later in the negotiation when the imminent deadline might make the other party easier to deal with. If you face a deadline you should try to ensure that issues which are important to you are discussed at an early stage.

Dress rehearsal:

If the negotiation is of sufficient importance, if you have the time and opportunity and have people around you who are familiar with the situation and with the other party, it can be helpful to have a mock negotiation. Ask a colleague to play the other party as realistically as possible and negotiate with him. Videotape it and watch and evaluate yourself.

Where to negotiate?

Advantages of conducting a negotiation in your own base:

By taking the time and trouble to come to you the other party is indicating motivation to negotiate with you. It also puts pressure on him to reach agreement on at least some issues. Who is coming to who also shows something about the balance of power. Being the host allows you to control the environment. For example - do you have the meeting in your office or in a more formal setting? Do you sit behind a desk? Do you offer coffee or nothing at all?

Advantages of conducting negotiation in the other party's base:

It can provide information which may be useful for you during the negotiation process. For example, how is the other party's office furnished and decorated? How is his behaviour towards office staff? What about pictures on his desk - do they show a family man, a sports buff? Negotiating away from your base allows you to concentrate better on the negotiation. There are no interruptions, no phone calls, no other matters to be attended to, no colleagues dropping in. A final advantage in negotiating away from your base is that if the negotiation is not going well, you can leave!

Image:

Think about how you will dress and present yourself - what image do you want to present. Be aware of your non verbal communication - body posture, gesture, facial expression, tone and pitch of voice, eye contact. Remember Mehrabian's research that what we remember of another persons message is 55% appearance, 38% tone of voice and 7% what is actually said. In other words it is not what is said that we respond, to but how it is said. Words, voice and body language need to deliver the same message.

Adapted from: *Never take no for an answer:* Samfrits Le Poole Kogan Page 1991

Preparing for negotiation

Use the space below to write brief notes about a forthcoming occasion when you will be negotiating a practice level agreement with a head teacher:

List the issues - for you and for the head teacher:

eg What are the main issues? Are there any wider issues? How do issues interrelate? What are the interests behind the issues? What do you want /need? What does the head teacher want/need? What are the benefits to you/costs to the head teacher of your position? What are the benefits to him/her and costs to you of the his/her position?

| for you | for the head teacher |
|---------|----------------------|
| | |

Information about the school/head teacher with whom you are negotiating

for example:

relevant organisational factors that are causes of the current situation and/or are likely to hinder change - present working methods, other people, resources, organisational structure, organisational climate, school development priorities;

factors relevant to the head teacher with whom you are negotiating - skills, knowledge, experience, attitudes and values, commitment;

factors relevant to previous experience of/working relationships between the head teacher and you (or a colleague) - what has been your/the service's relationship with the head teacher in the past, are there any unresolved issues or undertakings?

What has been the outcome of past negotiation with the head teacher?

What lessons can be learned?

Information about the service/ how you work :

Note information you may need to offer during/prior to the negotiation:
eg information about the service, information about your previous experience, how you like to operate, what you can offer etc.

Leverage analysis - consider the strengths and weaknesses of your respective positions:

eg How much do you need the head teacher's co-operation and vice versa? What are your alternatives? What are his/her alternatives? Whose side is time on?

What is your target?

What will be your opening offer/demand?

What is your bottom line?

What is your satisfaction point?

what concessions you are prepared to make?

Negotiation strategy :

Consider your strategy and tactics for conducting the negotiation: eg What attitude will you adopt? How much time will be available? How much authority do you have / want to have? Where will the meeting take place? When will the meeting take place? Who will be involved? What will be the agenda for the meeting? List in order of valuable / importance, arguments you can use in support of the proposals you are making :

APPENDIX 4 (f) : Code Switching Task

- (a) In the group brainstorm and identify situations in which there may be the potential for drifting into issues that require negotiation without any recognition on both sides.
- (b) With a partner consider the following scenario, taking turns at reading the EP's and the Teacher's lines. Discuss and practice switching from informal discussion or consultation to negotiation modes. Consider both the non-verbals - posture, location, etc., and the verbals - what is said. Try to develop as many switch signals as possible and consider their likely effects on the Teacher and the EP-Teacher relationship.

SCENARIO

The EP is in the Support for Learning Department having coffee with the PT. She/he is discussing the pupils who will be included in the forthcoming round of school reviews. Follow the script as follows:-

PT - "Then, of course, David will be included. Actually he is responding quite well to the support we set up after our last meeting. Have you seen him recently?"

EP - "Yes I had a chat with him last week. He is certainly much more confident than he was last term so I think you're right about the balance of his timetable now."

PT - "His Mum thinks so too.....Now what about Lisa ? I know after your last assessment you felt she was not sufficiently needy to have a Record of Needs but I have to say we are having to put a huge amount staff time into supporting her in classes ! I'm worried that without a Record it will be difficult to keep the support going. In fact I may even lose staff at the end of this session"

At this point the EP has to indicate a negotiation mode is required.

NOTES

APPENDIX 4 (g) : Workshop Exercise - Finding Common Ground

For the scenario described below devise an Opening Statement using the following guidelines:

INDIVIDUALLY:

- a) Identify the common ground between the EP and the School.
- b) Deal with any obvious (or suspected) objections to your proposal.
- c) State the facts as you see them giving precedents and stress the strongest aspects of your case.
- d) Anticipate questions and provide answers before they are asked.

OPENING STATEMENT

IN PAIRS - Having devised your Opening Statement discuss with a partner its likely effect on the head teacher.

SCENARIO - You are the EP. You have asked for a meeting to discuss service delivery in one of your schools during the coming session. You suspect the Head will favour a service based upon a rapid response to his "demand" (Fire Brigade). Your bottom line is to establish a weekly time contracted service based upon a regular half-day visit weekly.

NOTES

APPENDIX 4 (h) : Workshop Exercise - Conflict Resolution

In the following scenario use the following techniques to confront the issue without confronting the person of the Head or his style. Discuss or simulate the negotiations.

- a) Use a "three point agenda" technique for funnelling information:
 - i) Here is my position - Statement of wishes (1)
 - ii) Tell me about your position - Statement of wishes (2)
 - iii) Can we talk now about "Us" - Common interests.
- b) Use the idea of challenging the Head's strengths.
- c) Use "What if" questions. "What might happen if we tried this? "What would my service delivery look like if we got this right?" "Suppose we were asked to describe the ideal solution?" and so on.

SCENARIO

The Head wants his teaching staff to have free and individual access to the EP for all purposes including referrals. The EP wants to have a practice agreement on Consultative pre referral discussions finalised, disseminated, and understood by staff before they begin to make referral approaches. The Head can be difficult and is prone to suspect others motives. The EP needs to be seen to be completely transparent and open while sticking to the explicit issue at hand.

NOTES

APPENDIX 4 (i) : Workshop Exercise - Arguing

In the following Scenario you are negotiating with a competitive head teacher who is determined, keen to win. You are aware that if you adopt a similar competitive stance the chances of resolution are slim. Practice, with a partner as Head, role-playing the following dependency-expanding skills using persuasive rather than coercive approaches.

- a) Accurate reflection of the Head's feelings.
- b) Emphasise your mutual power to influence outcomes.
- c) Emphasise the common ground you and the Head share.
- d) Help the Head to concede without lose of face.
- e) Stick to your bottom line.

Then discuss with your partner i) the feelings the Head's competitive style aroused in the EP. ii) the feelings engendered in the Head by the EP's persuasive style.

SCENARIO

You are negotiating with the Head. The contentious point centres round the Head's insistence that he should be able to refer a pupil unilaterally following the parents' agreement. You want consultative pre-referral discussions prior to referral and before parental agreement is sought. This is your bottom line.

NOTES

APPENDIX 4 (j) : Workshop Exercise: Maintenance Skills

Skills required:

Conflict resolution
Challenging
Avoiding ambiguity
Clarifying
Establishing Role

Scenarios

1. *"Communication"*

Practice Agreement implemented three months ago. At a consultation meeting with a Guidance teacher, a parent appears, invited by Guidance teacher to discuss her child, without prior arrangement with psychologist. Guidance teacher claims not to have been told of practice agreement. Describe/discuss/rehearse course of action in this situation.

2. *"Slippage"*

Learning Support Department has unilaterally decided to forego two hours of inservice input agreed, and to replace this with three hasty assessment referrals. Describe/discuss/rehearse course of action in this situation.

3. *"Crisis"*

A school bus accident means that a considerable amount of time has to be given to counselling injured children and bereaved parents. Discuss the implications of such an incident for practice agreement.

4. *"Complaint"*

A primary school asserts that school psychologist has not delivered the agreed number of consultation sessions and spends an excessive amount of time on follow-up home visits. Discuss possible courses of action by Coordinator/Principal Psychologist.

5. *"Review"*

Secondary head teacher was co-operative in setting up practice agreement, but mid-year a number of adjustments are felt to be necessary. Despite many attempts, head teacher is not making himself available to discuss the changes. Describe/discuss/rehearse the course of action to be taken in this situation.

APPENDIX 5 (a) : Negotiating Skills Workshop: Customisation Task

- (a) Individually, set about customising the materials and approaches you have studied and assemble them into an ACTION PLAN designed to take your Service forward.

Use the flowchart and checklists provided. [30 minutes]

- (b) In groups of three, explain the details of your plan to the others; they should take the role of being your “boss” - with a critical eye to time constraints, feasibility, value for money - ie, this is a negotiating situation. [3 x 20 minutes]

- (c) On the basis of this feedback, revise and refine your action plan. [10 minutes]

WITHIN SERVICE ISSUES (FORM 0)

RAISE AWARENESS
OF COLLEAGUES

PRESENTATION
FORMAT: SELECT/
DEVISE MATERIALS
TIMES, DATES,
VENUES

ASSIST COLLEAGUES
IN
PREPARATION
NEGOTIATION
IMPLEMENTATION

CLIENT AND CLIENT MANAGER ISSUES

NEGOTIATE
WITH AUTHORITY

PREPARE SLA
FORM 1

NOTIFY AND
SECURE
ACCEPTANCE
FORM 2

DEVISE FORMAT
FOR PAs in schools
FORM 3

APPENDIX 5 (b) : FORM 0: Within Service Issues - Informing and Supporting Colleagues

1. *Presentation of materials*

Which of these will you incorporate in your presentation?

- Pre-course literature -
(a) SLAs (b) PAs - handout or summarise?
- background to negotiating skills preparation tasks (which)...
- negotiating tasks (which).....
- maintenance tasks (which).....
- other sources and resources
- Venue
- Numbers of colleagues.

2. *Service Discussion re Action Plan*

- Which Schools need what? - readiness for PA
- Agreements re targeting

3. *Supporting colleagues*

- assist colleagues re preparing
- assist colleagues re negotiating (Role play?)
- assist colleagues re implementing/ maintaining
- Reviewing, monitoring, troubleshooting
- Role in complaints procedure.

APPENDIX 5 (c) : FORM 1: Format for Service Level Agreement

1. With whom is the agreement being negotiated?
2. How will you introduce the concept to them?
3. Design an opening statement spelling out the benefits to the authority.

4. Write out the roles and responsibilities of:
 - (a) the authority
 - (b) the service
 - (c) the clients (schools etc) [refer to appendix 1]

5. describe the entitlement of
 - (a) a primary school
 - (b) a secondary school
 - (c) Social Work Service
 - (d) Reporter's department
 - (e) Parents and children in the community

6. Write down the **menu of services** to which each of these is entitled:
- (a) a primary school
 - (b) a secondary school
 - (c) Social Work Service
 - (d) Reporter's department
 - (e) Parents and children in the community
7. Give a statement of the total costs of the Service. [omit at this stage]
8. State the targets and outcomes expected of the Service.
9. What quality assurance data can be collated?
10. Give a statement of the complaints process.

NOTES

**APPENDIX 5 (d) : FORM 2 : Notification to Authority of PA
Framework with Clients.**

1. Whom in the authority do you need to notify about your intention to negotiate Practice agreements with clients?

2. What strategy will you use to gain acceptance?

- initial telephone discussion
- initial paper proposal
- follow up discussions

3. Design an opening statement spelling out the benefits to client groups.

4. List the client groups to whom the PAs apply.

5. What strategy will you use to ensure that acceptance is in written form?

6. What strategy will you use to ensure that authority will communicate acceptance of your proposals to client groups?

7. What strategy will you use to ensure that authority will give backing to your implementation of PAs with client groups?

APPENDIX 5 (e) : FORM 3: Designing a Practice Agreement for use with Schools

Practice Agreement between Psychological Service and ----- School

1. (a) List the Core Services which the Service will offer to the school.
(b) List the additional services which the school may access.

2. The number of days per year the Service will be engaged on school's business.

3. The contact arrangements between the link psychologist(s) (named) and the key school personnel (named).

4. List the arrangements for negotiation of pieces of work by Service:
(a) on policy issues
(b) on whole school issues
(c) on development work
(d) on casework/consultation issues.

5. Outline the facilities the school will make available for use by the Service, eg accommodation, access to staff, access to previously collated information.

6. Describe the arrangements for routinely reviewing and monitoring the agreement, and the quality assurance measures applied.

7. State the action to be taken in the event of serious departure from the agreed arrangements by either side.

8. Any exceptional arrangements pertaining to this particular school.

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