

**Contract of Employment  
Fixed term Registered Teacher  
Covid Learning and Support Scheme (CLASS)**

Terms and Conditions which will govern your employment at **<Anywhere Community School>**

**NAME AND ADDRESS OF EMPLOYER**

**EMPLOYER:** **<Anywhere Community School>**

**NAME AND ADDRESS OF EMPLOYEE**

**EMPLOYEE:** **<Name of Employee>**

**Title of Post:** **<Teacher of X>**

**Place of Work:** **<Name & address of school>**

**Title of Post:** **Teacher (fixed term)**

**Teaching Council Registration**

Teaching Council registration is a requirement of your employment, and you are required to maintain registration during your employment with the Board of Management. Any lapse in registration during the term of this contract will result in non-payment of salary by the Department of Education for the period you are unregistered.

**Nature of Position:**

- i. You are employed as a fixed term teacher to cover the hours arising from the COVID Learning and Support Scheme (CLASS) allocation granted to the school by the Department of Education for the school year 2021/22.
- ii. The purpose of the contract is to provide teaching support to identified students under the CLASS programme for **(insert no.)** of hours each week.
- iii. Your employment under this contract will commence on **X date** and will terminate on **X date and** is subject to satisfactory service during the probationary period.
- iv. Your employment may be terminated by the employer during or at the end of this probationary period on one week's notice given in writing.
- v. In the event of this contract being renewed, you will be notified in writing, no later than the date of renewal, of the objective grounds for not offering you a contract of indefinite duration.
- vi. This contract is a temporary contract for the duration set out at (iii) above. The provisions of the Unfair Dismissals Acts 1977 – 2007 or any amendment thereto shall not apply to a dismissal consisting only of the

return to on-site teaching of the post-holder or the expiry of the said term without it being renewed.

- vii. In this school, information regarding the existence of a permanent vacancy will be notified by means of a general announcement at a staff meeting or through the school notice board during term time. Notifications will be issued to your last home address during periods of leave from the school or outside of term time.
- viii. The appointment is terminable by one month's notice in writing from either side subject to statutory provisions and relevant collective agreements. However, both parties are free to waive their right to notice and/or accept pay in lieu of notice if agreed between them. Your employment may be terminated without notice for gross misconduct.

**Duties:**

To carry out all the professional duties appropriate to a teacher in line with the Department of Education's Guidance for Post-Primary Schools – Covid Learning and Support Scheme (CLASS).

**In-service training:**

The arrangements for training and professional development will be on the same basis as for permanent wholetime teachers.

**Remuneration:**

You are paid for class contact hours only by the Department of Education via the On-Line Claims System (OLCS). There is no provision for payment for periods of standardised school closure.

The rate of pay is in accordance with Department of Education circular letters. The relevant circular letters in this regard are 45/2021 (paragraph 2) and 56/2021.

Payment will be on a pro-rata/whole-time (delete as necessary) basis and will be paid in arrears by direct transfer to a bank account nominated by you on a weekly/fortnightly/monthly basis.

**Annual Leave:**

Casual and non-casual teachers will accumulate statutory annual leave in accordance with Department of Education & Skills terms and conditions. Accumulated statutory annual leave is to be taken during the school closure periods at Christmas, Easter and summer as follows:

a) During the Christmas school closure period, teachers will take the statutory annual leave which they have accumulated since the commencement of the school year and will be paid for such leave.

b) During the Easter school closure period, teachers will take the statutory annual leave which they have accumulated since the end of the Christmas school closure period and will be paid for such leave.

c) During the summer school closure period, teachers will take the statutory annual leave which they have accumulated since the end of the Easter school closure period and will be paid for such leave.

**DES Terms and Conditions (Circular Letters):**

The terms and conditions of employment of casual and non-casual teachers paid by the Department of Education are determined by the Minister for Education. Such terms and conditions from part of this contract of employment and you are required to adhere to same.

**Travel and Subsistence Allowances:**

Travel and subsistence allowance will be paid in respect of necessary authorised journeys at rates agreed from time to time by the Minister for Education.

**External Work:**

The employer must be notified of all external work. Any external work engaged in by the appointee must not be such as to interfere with the fulfilling of the appointee's duties and responsibilities to the school.

The contract may also be terminated in the event that the teacher's employment hours, when calculated in the aggregate, exceeds the limit of 48 hours for the previous relevant period as set out in Section 15 of the Organisation of Working Time Act, 1997. Any such decision to terminate the contract will be taken in accordance with appropriate procedures.

**Sick leave:**

Certified and uncertified sick leave may be granted in accordance with the conditions laid down by the Minister for Education from time to time.

**Maternity/Adoptive/Carers /Parental/Force Majeure Leave:**

Maternity/Adoptive/Carers/Parental Leave will be granted to the appointee in accordance with the arrangements authorised by the Minister for Education and Skills. The provisions of the Parental Leave Act 1998 and any subsequent Acts replacing or amending that Act will apply to Force Majeure leave.

**Collective Agreements - Disciplinary Procedures:**

These arrangements are subject to collective agreements arrived at from time to time between the teacher unions, managerial authorities of schools and the Minister for Education.

DES CL 49/2018 details the disciplinary procedure applicable to your employment.

**Management and Union Agreements:**

The Grievance Procedures agreed between ACCS, ASTI & TUI will apply to this employment.

A Dignity at Work Policy & Procedure has been entered into by the teacher trade unions with ACCS, the Association of Community & Comprehensive Schools and is applicable to your employment under this contract.

These agreements are subject to review and agreed change between the parties to this agreement from time to time.

**Health and Safety:**

All employees at *Anywhere Community School* should familiarise themselves with the Health and Safety Statement at the school (a copy of which is enclosed and available in the staffroom) and are requested to take all safety precautions necessary and understand the implications for employees at the school necessary to ensure the safety of all who use the school building.

**Data Protection:**

All personal data will be processed in accordance with the school's Data Protection Policy and in compliance with the provisions of the Data Protection Acts.

The General Data Protection Regulation (GDPR) and Data Protection Acts 1988-2018 affects all Company employees requiring that they maintain confidentiality when dealing with personal data. Unauthorised disclosure by you of any personal data relating to others may render you liable for disciplinary action up to and including dismissal. You should access and read the Data Protection Policy, with which compliance is a requirement of your contract.

**Declarations and Signatures:**

I have read and fully understand the foregoing Contract of Employment and I agree to abide by the terms of this contract and further warrant that all statements and representations which I have made in application for this appointment are true and correct.

PLEASE PRINT ON SCHOOL HEADED PAPER

**Signed:** \_\_\_\_\_ **Signed:** \_\_\_\_\_

**(On behalf of the Employer) (Appointee)**

**Date:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Appendix 1:**

**Covid Learning and Support Scheme (CLASS) – Guidance for Post-Primary Schools**