

Contract of Employment
Temporary Special Needs Assistant
Specified Purpose – Replacement for SNA on Sick Leave
Community & Comprehensive Sector

Terms and Conditions of Employment at ANYWHERE SCHOOL

1. NAME AND ADDRESS OF EMPLOYER

EMPLOYER: Board of Management,
Address
Address
Address
Reg. No.

2. NAME AND ADDRESS OF EMPLOYEE

EMPLOYEE: Name
Address
Address
Address

3. TITLE OF POST: Replacement Special Needs Assistant
– Specified Purpose

4. NATURE OF POSITION

- a) This post is temporary full-time/part-time and will commence on _____.
- b) The Employee is engaged on a specified purpose contract to provide cover for an SNA who is absent on sick leave, and which will terminate upon the cesser of the said specified purpose.
- c) As the Employee is replacing an employee who is on sick leave, the post cannot be filled on a permanent/ contract of indefinite duration basis in his/her absence.
- d) The Employee accepts the objective grounds and agrees that the contract offered is on a specified purpose basis that cannot be offered as a contract of indefinite duration.
- e) The provisions of the Unfair Dismissals Acts 1977 – 2007 or any amendment thereto shall not apply to a dismissal consisting only of the expiry of the said term/purpose without it being renewed.

- f) The Employer agrees to notify the Employee of any vacancies that become available for a permanent special needs assistant post during the course of this contract. Notification shall be given by way of advertising on the school notice board during term time.
- g) Probation – The Employee will be on probation for six months with immediate effect. At the end of the said period the specified purpose appointment may be confirmed, probation may be extended for a further period not exceeding eleven months or your employment may be terminated as the Board of Management may determine. In the event that your performance is unsatisfactory during the probationary or extended probationary period, your employment may be terminated by one weeks notice.

5. Hours of Work

You will be required to work normal classroom hours including class break periods and in addition to attend before and after school in order to help with the preparation and tidying up of classrooms, reception and dispersal of children etc. The hours of work will normally be from [] to [] daily during term time. Normal work break entitlements will apply in accordance with the provisions of the Organisation of Working Time Act 1997. The times at which these breaks are taken will be at the discretion of the Principal.

5. Duties

The nature of the work to be performed by you at the direction of the Principal or other senior person acting on behalf of the Employer is as set out in Appendix 1 attached hereto. The school premises will normally be the place of employment. However there may be occasions when children with special needs are required to attend at another venue outside the school, and in such cases, you may be required to accompany them to and from such venue.

6. Confidentiality.

You are expected to maintain and treat all matters relating to school business and your work in the school as an SNA, as strictly confidential. Any breach of this requirement will be treated as a serious matter of misconduct.

7. Terms and Conditions.

You are required to comply with the terms of Circulars in relation to special needs assistants which are issued by the Department of Education and Skills from time to time.

8. Pension Arrangements.

Pension arrangements shall be in accordance with the rules and regulations of the Department of Education and Skills in relation to pensions for special needs assistants as determined from time to time.

The terms of the Public Service Superannuation (Miscellaneous Provisions) Act 2004 shall apply in relation to retirement age.

9. Holiday Periods.

Holiday periods will normally be those which apply to the schools to which the Special Needs Assistants have been assigned. In addition you are required to be available for a couple of days at the start and finish of each school term. These days (12 in total) may be combined at the discretion of school management to be utilised flexibly throughout the year for work appropriate to the grade including training. These days will not exceed five consecutive days and will immediately follow or precede school terms or occur within a couple of days thereof. You will also be required to work the month of June on examinations or other work appropriate to the grade including training.

10. Extern 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 special needs assistant work, 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.

11. Remuneration

The salary scale for the post shall be in conformity with the salary scale applicable to SNAs as determined by the Department of Education and Skills from time to time. Salary will be paid fortnightly in arrears.

12. Collective Agreements

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

13. Management and Union Agreements

Bullying, Harassment and Sexual Harassment policy and procedural agreements have been entered into by the teacher trade unions, IMPACT and SIPTU with ACCS, the Association of Community & Comprehensive Schools, and are binding under this contract. These agreements are subject to review and agreed change between the parties from time to time.

14. Grievance and Disciplinary Procedures

You shall be entitled to invoke grievance procedures as are collectively agreed from time to time.

Disciplinary Procedure.

Your employer shall have the power to suspend, to impose disciplinary sanctions and terminate your appointment in accordance with such disciplinary/dismissal procedures as are collectively agreed from time to time

You may be dismissed from Anywhere Community School for:

- Incompetence or poor performance;
- Misconduct (serious or persistent);
- Incapacity;
- Failure to carry out reasonable instructions;
- Any breach of trust; and
- Some other substantial reason.

15. Health and Safety

All employees at _____ are given a copy of the Health and Safety statement at the school (copy enclosed) 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.

18. Notice of Termination

Except in circumstances justifying immediate termination of your employment by the Board you will receive the appropriate period of notice set out in the Minimum Notice and Terms of Employment Acts 1973-1991 as appropriate. Your employment may be terminated without notice for serious misconduct.

When terminating your employment you are required to give four weeks notice.

Nothing in this agreement shall prevent the giving of a lesser period of notice by either party where it is mutually agreed.

At the discretion of the Board of Management salary may be paid in lieu of notice.

19. 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.

Signed :- _____

Signed:- _____

(Chairperson, Board of Management)

(Special Needs Assistant)

Date :- _____

Date :- _____

APPENDIX 1 – DUTIES OF SPECIAL NEEDS ASSISTANTS

Special Needs Assistants are recruited specifically to assist schools in providing the necessary non-teaching services to pupils with assessed educational needs. Their duties are assigned by the Principal acting on behalf of the Board of Management. Their work is supervised either by the Principal or another teacher as determined by the Principal. Those duties involve tasks of a non-teaching nature such as:

1. Preparation and tidying up of classrooms
2. Assisting school children to board and alight from school buses. Where necessary travel as escort during school hours on school buses may be required.
3. Special assistance as necessary for children with particular difficulties e.g. helping special needs pupils with typing or writing or computers or other use of equipment.
4. Assistance with clothing, feeding, toileting and general hygiene and being mindful of health and safety needs of the pupil.
5. Assisting on out-of-school visits, walks, examinations and similar activities.
6. Assisting the teachers in the supervision of pupils during assembly, recreation and dispersal from the classroom for one reason or another.
7. Accompanying individuals or small groups who may have to be withdrawn temporarily from the classroom for one reason or another.
8. General assistance to the class teachers, under the direction of the Principal, with duties of a non-teaching nature. (Special needs assistants may not act as either substitute or temporary teachers. In no circumstances may they be left in sole charge of a class or group of children).
9. Participation with school development planning, where appropriate, and co-operation with any such changes with policies and practices arising from the school development process.
10. Engagement with parents of special needs pupils in both formal and informal structures as required and directed by school management.
11. Other duties appropriate to the grade as may be determined by the needs of the pupils and the school from time to time. Special Needs Assistants may be re-assigned to other work appropriate to the grade when special needs pupils are absent or when particular urgent work demands arise.