

To: Management Authorities of second-level schools.

- (i) **Supervision of pupils during the morning and lunchtime breaks and before and after school**
- (ii) **Extension of approved substitution to cover uncertified sick leave and Teachers' absences from class because of other approved school activities (e.g. games, competitions and other extra-curricular activities).**

1. Introduction

1.1 This Circular Letter replaces and supersedes Circular M 39/02. The Minister for Education and Science wishes to inform authorities of post-primary schools of the arrangements for the pensionability of supervision and substitution payments and restate and clarify the revised arrangements for supervision and substitution in second level schools. The purpose of this circular letter is:

- a) **To advise schools regarding the new arrangements for paid supervision and substitution that will apply arising from agreement between the parties at the Teachers' Conciliation Council.**
- b) **To set out the conditions that will apply to the pensionability of supervision and substitution payments.**
- c) **To outline to schools the funding/payment arrangements that will apply**
- d) **To confirm the extension of paid substitution**

1.2 Context of the Agreement on paid Supervision and Substitution

Teachers are routinely involved in supervision of pupils in their care as part of their contractual duty of care in a variety of situations. Supervision of pupils in classes under their control is an integral part of teachers' professional duties and the contracts of employment. This proposal relates to supervision of students during periods that are not assigned to any teacher and which had previously been provided by teachers on a voluntary basis.

The paid substitution element of this agreement is intended to cover situations where a suitable substitute is not immediately available. This has, up to the present, generally involved other members of the teaching staff substituting/supervising for their absent colleagues on a voluntary basis. It is this substitution that is intended to be provided under the new paid supervision and substitution arrangements.

While the scheme envisages that supervision and substitution will be provided by teachers, the circular letter also makes provision for the situation, which may pertain in those schools where teachers are not available to carry out this work.

The scheme, which applies to all post-primary schools, is outlined below. Detailed operational guidelines specific to the three different sectors (Community and Comprehensive, VEC and Voluntary secondary schools) may be circulated by the relevant management authorities following consultation with the relevant teacher unions. The Department may also issue further elaboration/clarification as required.

2. Basis of Scheme for Supervision and Substitution

- 2.1 Schools will be allocated hours for supervision and substitution on the basis of 37 hours per wholetime teacher equivalent (WTE) per school year. The WTE figure used for the allocation of supervision and substitution hours will be based on the teacher allocation as on the 1st September each year to the school.
- 2.2 Hours will be allocated to VECs on the basis of the teacher allocation as on 1st September each year to the scheme.
- 2.3 Payment will be made in July of each year on the basis of certified delivery as provided in the scheme. The payment will be calculated by reference to the hourly rate, appropriately weighted to give proportionate effect to any increases in the rate in the school year ending on the 30th June preceding payment. It is intended that payment will be made through the normal payroll system on the basis of certification by the Principal or Board of Management/VEC in relation to the commitment entered into by each individual teacher and the actual hours delivered. Further discussions will be held with the parties on agreeing arrangements for an advance payment in December.

3. Contractual Arrangements for Teaching Staff

- 3.1 Permanent, temporary and part-time teachers employed in the school may volunteer at the commencement of the school year for supervision and substitution duties over the course of the year. A copy of the contract for permanent wholetime teachers is attached as Appendix 1. Other contracts will issue in due course.
- 3.2 Wholetime volunteers will be required to contract to deliver a minimum of 37 hours supervision and substitution over the course of the school year. Part-time and job-sharing teachers who volunteer will be required to deliver supervision and substitution on a pro-rata basis. This will cover both the supervision and substitution requirements of the school as determined by the school authorities following a consultation process. In the event that the full allocation of hours available to the school is not exhausted by the volunteers on the basis of the minimum commitments, the additional hours may be distributed among the volunteers, or any number thereof, on a pro-rata basis or as agreed locally, subject to a maximum allocation of 49 hours per annum, in the case of wholetime teachers, not being exceeded. In addition to the maximum allocation of 49 hours per annum, a part-time teacher may commit to the difference between the annual contracted part-time teaching hours with the school/VEC and 735 hours.
- 3.3 The supervision and substitution contract will provide that volunteers, who are wholetime teachers, will not normally be required to provide more than 1 hour 30 minutes per week on the contracted duties in a given week. However, the contract will provide that a teacher may agree to undertake contracted duties for more than 1 hour 30 minutes in a particular week on the request of the Principal. Additional time worked in such circumstances will be reckoned towards the total annual commitment.
- 3.4 The system of extra and separate payment for both supervision and substitution is for service in addition to normal class contact hours. Payment for supervision duties may not be made for periods within assigned timetabled class periods. In applying the system of additional and separate payments for both supervision and substitution the practice of timetabling teachers for these duties within normal teaching hours should

cease. Similarly direct delivery of supervision and substitution duties should no longer form part of the duties of an Assistant Principal or Special Duties post.

- 3.5 On the basis of the contractual arrangements outlined above, teachers will qualify for additional annual payments, on the basis of an hourly rate of €37 w.e.f. 1 September 2002. Payment will be made on the basis of actual delivery. However, in the event that management does not demand delivery of the 37 contracted hours during the course of the school year, payment for the 37 hours contracted commitment will be made. Final payment on this basis will be made in July each year.
- 3.6 In the event of the allocation of hours to a school not being exhausted by the contractual arrangements the remaining hours may be used by the school to:
- (i) pay teachers in addition to their contractual arrangements in respect of any additional casual supervision and substitution they provide, or
 - (ii) pay any other teacher, if no contracted teacher is available, to perform these duties on a casual basis.

4. Operational Arrangements for Supervision/Substitution

- 4.1 The Principal should consult with the volunteers in deciding on the timetable for supervision duties. Supervision duties should be timetabled over the course of the school year.
- 4.2 Residual hours available after the timetabling of supervision will be available for substitution. The specific arrangements for a substitution timetable should be made following consultation between management and teachers. The total time assigned to substitution and supervision may not exceed 1½ hours in any given week (save where otherwise agreed with the teacher). A commitment from teachers to be available for two timetabled class periods per week will form part of these arrangements.

Where, in any given week, a teacher is not called upon for substitution, the unmet commitment remains but is subject to a maximum delivery in any future week of 1½ hours within the two designated class periods (save where otherwise agreed with the teacher).

5. Pensionability of Supervision and Substitution Payments

- 5.1 Teachers who are in pensionable service and who give a commitment in writing to undertake supervision and substitution duties under a 37 hour contract on an ongoing basis to retirement will have the agreed payment made pensionable subject to the payment of contributions and the rules of the Superannuation Scheme. The pensionability of supervision and substitution payments for part-time teachers will be addressed in the context of the discussions on the Protection of Employees (Part-Time Work) Act 2001.
- 5.2 Serving teachers, in order to qualify for pensionability, shall make the necessary commitment on or before the 1st September 2004.
- 5.3 New teachers, in order to qualify for pensionability, shall make the necessary commitment within 12 months of first appointment. Details of teachers who have

entered such a commitment should be notified to the Department of Education and Science in order that payment of the pension contribution can commence.

- 5.4 A teacher, who has entered such a commitment, but later ceases to meet the commitment, will forfeit pensionability and will not be allowed to re-enter such a commitment. The teacher will not, in such circumstances, be entitled to a refund of superannuation contributions paid in respect of supervision and substitution payments. Such teachers must advise their boards of management of their decision on or before the 30th June prior to the commencement of the relevant school year. However, this will not be a barrier to the provision of paid supervision and substitution on a casual basis.
- 5.5 Where teachers make an ongoing commitment, the commencement date for pensionability shall be the 1st September 2001 in the case of serving teachers who have delivered the appropriate service in each year since that date or the date of appointment in the case of new teachers. On entering the commitment teachers will be required to make the appropriate pension contribution with effect from these dates.
- 5.6 The pensionability of the supervision and substitution payment is restricted to the minimum commitment of 37 hours over the course of the year.
- 5.7 A teacher who is not entering a commitment to undertake supervision and substitution duties under a 37 hour contract on an ongoing basis to retirement may continue to provide supervision and substitution duties on a casual non-pensionable basis. Such teachers should advise their board of management of their availability on or before the 30th June preceding the next school year.

6. Supervision

- 6.1 School management has a responsibility to discharge its duty of care to pupils and to provide adequate supervision of pupils during the full period of time that schools are in operation.
- 6.2 Teachers are routinely involved in a variety of situations in the supervision of pupils in their care as part of their contractual duty of care. Supervision of pupils in classes under their control is an integral part of a teacher's professional duties and contract of employment. The issue being addressed in this scheme relates to supervision of students on the school premises outside of specified classroom teaching duties that has, up to the present, generally been provided by teachers on a voluntary basis. Under this scheme, the Department will make resources available to schools to provide supervision on a paid basis.
- 6.3 The supervisor in discharging his/her duty should take such care as to ensure the health and safety of the pupils as is reasonable in the circumstances.

7. Substitution

- 7.1 Substitution is the replacement of an absent teacher by another qualified teacher and substitution arrangements should aim to maximise appropriate teaching during substitution periods.
- 7.2 At present, the Department provides for paid substitution for specified approved teacher absences. In the case of absences for which paid substitution is available,

schools normally employ a suitable qualified substitute as soon as possible to teach the subjects and classes of the absent teacher.

- 7.3 Under the terms of this agreement, the Department will now provide schools/VECs with resources to extend paid substitution for absences of teachers on uncertified sick leave, and other approved absences on school business, with a view to minimising the disruption of teaching programmes and improving the service to pupils. This substitution should be arranged in the normal way by the employment of a substitute teacher.
- 7.4 In addition, in order to facilitate school management in dealing with short-term unplanned or unexpected absences, teachers already employed by the school may commit to and be paid for casual substitution under the supervision and substitution arrangements set out in Paragraph 3 of this Circular. This does not alter the existing arrangements for part-time teachers to undertake duties as a substitute in the normal way.

8. Arrangements for Payment.

The following arrangements for payment have been agreed.

- 8.1 A claim form should be completed by each teacher who wishes to apply for payment. A copy of the claim form is attached as Appendix 11.
- 8.2 Valid claims should be certified by the Principal and retained in the school. The Principal of each school should notify the Department/VEC of the list of teachers eligible for payment on a composite claim form. The composite claim form will be forwarded to schools in due course.
- 8.3 The Department / VEC will arrange for payment of the teachers concerned through the teacher payroll system on receipt of the composite claim form.
- 8.4 Further discussions will be held with the parties on agreeing arrangements for an advance payment in December.

9. Supplementary Arrangements

- 9.1 The process of seeking teacher volunteers (from amongst the permanent, temporary and part-time teachers employed by the school) may not produce enough school-based volunteers to cover the school's supervision and substitution needs. In such circumstances, school management may source and recruit personnel to provide supervision services before school, at break-times and after school, and (where substitute teachers are not available) supervision of classes where teachers are absent on uncertified sick leave or on other approved absences on school business.
- 9.2 Such personnel employed by the school as supervisors may be paid either on a casual basis or on a contract basis from funds provided by the Department based on the balance or proportion of the balance of the non-committed supervision and substitution hours. Supervisors who contract for the delivery of supervision services will be remunerated at a weekly rate of €370 per week for which they will be expected to provide a minimum of ten hours and up to a maximum of twenty hours actual supervision per week. Supervision on a casual hourly basis or in excess of 20 hours for contracted staff in any week will be paid at a pro-rata rate.

9.3 These supplementary arrangements will continue to be kept under review in consultation with school management authorities.

10. Accounting Requirements

In the normal way each school/VEC will be required to keep records of the utilisation of the hours allocated under the supervision and substitution arrangements. Each school/VEC will also be required to provide a balancing statement showing the hours allocated, the hours certified for payment and expenditure on the employment of non teaching staff where applicable.

11. Review

The operation of the arrangements of this scheme will be monitored at national level throughout the year, and reviewed at the end of the school year, by a group representative of the parties to this agreement and may be revised as appropriate.

12. General

Queries regarding individual payments to teachers should be addressed to Post Primary Teachers Section in Athlone (Tel: 090-6474621).

Queries in relation to pensions should be addressed to Pensions Section (Tel: 090-6474621).

Queries in relation to school funding should be addressed to Post Primary Administration (Tel: 0506-24336).

13. Dissemination of Circular

Please provide a copy of this circular to the appropriate representatives of parents and teachers for transmission in the normal way.

John Dennehy
Secretary General

10th January 2003

Contract for Supervision and Substitution Duties
(permanent wholetime teachers)

- A. I _____ hereby give a commitment to undertake supervision and substitution duties for 37 hours per school year on an ongoing basis to retirement in accordance with the terms of the Circular Letter PPT01/03. I understand that, should I cease to meet this commitment, pensionability will be forfeited and I will not be allowed to re-enter such a commitment.

or

- B. I _____ hereby give a commitment to undertake supervision and substitution duties for 37 hours for the school year 2002/2003 in accordance with the terms of Circular Letter PPT 01/03. I understand that this is on a non-pensionable basis.

Signed _____ Date _____
(Teacher)

Signed _____ Date _____
(Principal/Board of Management)

Optional

- C. In addition to the commitment to undertake substitution and supervision duties of 37 hours I undertake to provide additional casual supervision and substitution hours when available as and when the need arises.

Signed _____ Date _____
(Teacher)

Signed _____ Date _____
(Principal/Board of Management)

Claim for payment for voluntary Supervision/Substitution in the school year
2002/2003.

To: _____ Principal

From: _____ Applicant
(Block Capitals)

In accordance with the terms of Circular Letter PPT 01/03 I hereby claim payment for voluntary Supervision/Substitution outside timetabled class contact hours on the basis that I have delivered on my contracted commitment of 37 hours over the course of the 2002/2003 school year.

In addition I hereby claim payment for an additional ____ non-pensionable hours which I delivered over and above my contracted commitment of 37 hours in the school year.

Signed: _____ Applicant
Date: _____

I certify that the above claim has been verified by reference to school records and is in accordance with the terms of Circular Letter PPT01/03.

Certified: _____ **Principal**
Date: _____