



Primary Circular 18/03

DEPARTMENT OF EDUCATION AND SCIENCE PRIMARY BRANCH

TO BOARDS OF MANAGEMENT, PRINCIPALS AND TEACHERS IN PRIMARY SCHOOLS

SUPERVISION FOR MID MORNING AND LUNCHTIME BREAKS

1 Introduction

The Minister for Education and Science wishes to advise Boards of Management, Principal teachers and teachers in primary schools of the arrangements regarding supervision of pupils.

2 Duty of Care

- 2.1. Rules 121(4) and 124(1) of the Rules for National Schools oblige teachers to take all reasonable precautions to ensure the safety of pupils and to participate in supervising pupils when the pupils are on school premises, during school time and/or on school activities. Accordingly, the responsibility of all teachers individually and collectively to provide a duty of care at all times towards the children in the school in which they teach, including periods of supervision, is not changed.
- 2.2. **The overall responsibility for the day to day management of school supervision will continue to rest with the Principal teacher. The terms of [Circular 16/73](#) will continue to apply i.e. “the Principal teacher should organise supervision for the order and general behaviour of the pupils during school hours. In particular, s/he should organise and participate in the effective supervision of the pupils during breaks, lunch-breaks, assembly and dismissal”.**

3. General guidelines on supervision

- 3.1 It is a matter for the Principal Teacher, in consultation with the Board of Management to prepare the roster for supervision. Your attention is drawn to the importance of the role of the Principal teacher in managing, monitoring and participating in the supervision of the pupils during mid-morning and lunch breaks. The roster should include arrangements for providing supervision for short-term absences. It should be submitted to the Board of Management for approval and should be retained in the school for inspection by Department officials.
- 3.2 Each school is entitled to 37 hours supervision for each full-time member of teaching staff (including temporary full-time posts) or to a minimum of 122 hours per school, whichever is the greater.

This figure takes account of

- the nature of supervision at primary level
- the age range of pupils and
- guarantees the current levels of care and supervision provided to all primary pupils.

The Department will provide funding for the provision of supervision in primary schools on the basis of 37 hours per annum per full-time teaching post.

The number of teaching posts used to determine the category of payment is the total number of full-time teaching posts allocated to a school by the Department on 30th September in a school year. Where there is a shared teaching post, this post is counted in the base school when calculating entitlement to supervision allocation. **This determination date will not be used for the 2002/2003 school year, i.e. payment will be made in respect of any full-time teaching post sanctioned after 30/9/02.**

4. Arrangements for the provision of supervision.

- 4.1 The teacher must sign a letter of contract (sample copy attached Appendix 1) opting to provide supervision for a full year with the Board of Management on an annual basis. This letter must be signed/certified by the Chairperson, Board of Management before 30 June each year in respect of the coming school year. The Board of Management must retain the letter of contract in the school for at least six years.
- 4.2 In schools where all teachers do not opt to undertake supervision duties the Department will issue a grant (equivalent to 37 hours for each teacher that opts out of supervision duties) to Boards of Management. This will enable Boards to pay for the employment of other teachers in the school who are undertaking supervision duties for the additional hours in excess of 37 hours annually or alternatively the employment of external supervisors.
- 4.3 In the case of 1, 2 and 3 teacher schools the standard payment (37 hours) will be made to each teacher undertaking supervision duties. A further grant will be payable to the Board of Management by the Department to facilitate the cost of external supervisors or any additional payments due to teaching staff as a consequence of working in excess of 37 hours supervision. Based on a minimum entitlement of 122 supervision hours per school, grants will range as follows: 1 teacher school – 85 hours; 2 teacher school – 85 or 20 hours (see paragraph 4.5 below) and 3 teacher school – 11 hours.
- One teacher schools:**
- 4.4 In one teacher schools the Board of Management may employ an external supervisor(s) to undertake supervision duties. This is to enable the Principal teacher to comply with the terms of 12.1 of the Organisation of Working Time Act (1997).

Two Teacher schools:

- 4.5 Each two-teacher school is entitled to 122 hours supervision. Under present arrangements, the 2nd teacher in a two teacher school who is in receipt of the Special Duties Allowance as per Primary [Circular 27/02](#) must undertake 28 hours of this supervision and is receiving payment for this in the special duties allowance. Consequently, the balance of supervision hours payable for such schools under the terms of this circular is 94 hours.

A grant (as outlined in Para. 7.2 below) will issue to the Board of Management to facilitate payment in respect of the balance of supervision hours due to the school.

In a two teacher school where the 2nd teacher is a Privileged Assistant or is in receipt of an allowance on a personal basis or has not opted to receive the special duties allowance, such teachers are not obliged to undertake supervision duties as per the terms of Primary [Circular](#)

[27/02](#) (i.e. undertake 28 hours supervision). Where such teachers opt out of supervision duties, a grant (as outlined in Para. 7.2 below) will issue to the Board of Management to facilitate payment for arrangements put in place.

Three teacher schools:

- 4.6 Each teacher in a three teacher school, who opts in to supervision duties will receive payment with salary for 37 hours undertaken. A grant will issue to the Board of Management for the balance of supervision, i.e. 11 hours, if all three teachers have undertaken the duties.

5. Eligibility to undertake Supervision Duties.

- 5.1 A full-time teacher who undertakes supervision duties in a primary school must opt to provide a minimum of 37 hours supervision per school year. Payment will be made before the end of the school year on the basis of certified delivery.
- 5.2 Teachers in shared posts are paid for undertaking supervision duties. Local arrangements should be made between the school managements concerned for carrying out the 37 hours supervision duties by the shared teacher. Payment will issue with salary to the teacher at the base school.
- 5.3 Job-Sharing teachers may undertake supervision duties on their rostered teaching days and will receive annual payment with salary for a maximum of 18.5 hours supervision in a school year.
- 5.4 A teacher appointed in a permanent capacity who commences or ceases employment during the school year will be paid on a pro-rata basis (included with salary) for the period for which supervision was undertaken.
- 5.5 If a teacher is absent from a school on special leave under Rule 116 (study leave) a grant for supervision duties will be paid to the Board of Management for the period of absence. It is a matter for the Board of Management to arrange payment for the person who undertakes supervision duties for the absent teacher.
- 5.6 Short-term absences (28 days or less) should be covered by local arrangements e.g. colleagues covering for each other and Boards should have a policy in relation to supervision for short-term absences. It is considered that substitute teachers and/or short-term temporary teachers should not be called on to carry out supervision duties for an absence of 28 days or less. In the event that a substitute teacher is employed for a number of absences of less than 28 days duration, the substitute teacher cannot combine such separate days worked in order to receive supervision payment.
- 5.7 A teacher absent in excess of 28 consecutive days on any type of leave during the school year, including absences before and after a holiday period, e.g. mid-term breaks, Christmas and Easter breaks (the holiday period is included when counting towards the absence), will not be paid supervision monies for this absence, unless the school management has certified that full supervision duties were carried out (i.e. 37 hours) in the school year. Where a substitute teacher is employed to cover absence in excess of 28 days and undertakes supervision duties of the absent teacher, the supervision payment for the absent teacher will be reduced and payment will issue directly to the substitute teacher. Substitute teachers are paid on a five day week basis. See payment example attached at Appendix 2.
- 5.8 The nature of certain teaching posts in primary schools does not allow for the availability of some teachers to undertake supervision duties in the school. Consequently, teachers on secondment and visiting teachers are not eligible to be paid monies for undertaking supervision duties.

6. Payment of Supervision Monies: General Information:

- 6.1 A teacher opting to provide supervision under the agreed arrangements must have committed to providing the minimum of 37 hours for the school year to receive the full payment.

The full payment, which will be included as once off payment with teachers salary, will be made on the basis of actual delivery. However in the event that Board of Management does not call on delivery of all the committed hours and the teacher has been available throughout the school year to provide 37 hours supervision, payment for the full commitment will be made.

Any payment due to a teacher for supervision duties undertaken as set out in Para. 4.3 will issue by way of a grant to the Board of Management to facilitate payment to the person undertaking the supervision.

Where the Board of Management makes payments to teachers, responsibility for statutory deductions (tax, prsi) should be dealt with directly by the Board of Management with the relevant statutory body (Revenue Commissioners/Dept. Social & Family Affairs).

7. Arrangement for Payment for Supervision for 2002/2003 School Year.

- 7.1 The annual rate payable for the 2002/2003 school year in respect of 37 hours supervision is €1,419.

The rate payable for supervision at 1 September, 2002 is €37 per hour and €38.48 per hour with effect from 1st October, 2002. The annual rate of payment has been calculated by reference to the hourly rate, appropriately weighted to give proportionate effect to above increases for the school year ending on 30th June, 2003.

7.2 Grants payable to Board of Management of 1, 2 & 3 teacher schools are as follows:

- | | |
|---|--------|
| • 1 teacher school: (based on 85 hours) | €3,258 |
| • 2 teacher school: (based on 20 hours) | € 766 |
| • 2 teacher school where 2 nd teacher is not in receipt of special duties allowance: (based on 85 hours) | €3,258 |
| • 3 teacher school: (based on 11 hours) | € 421 |

- 7.3 For the current school year, a separate pre-printed claim form indicating teachers employed in the current school year will issue shortly to all schools. This form must be returned to Primary Payments Section on or before 12 June, 2003.

Date of Payment

- 7.4 It is intended that payment will issue for full time teachers on the primary teachers payroll on 31st July 2003. However, if this cannot be achieved payment will issue on the 14th August 2003.
- 7.5 A teacher who has a query relating to the number of hours for which payment is received should seek clarification from the Principal teacher and/or Chairperson, Board of Management, in the first instance regarding the number of hours certified by the Board.

8. Pensionability of Monies paid to Teachers for Supervision

- 8.1 Teachers who are in pensionable service and who opt-in to supervision duties under a 37 hour contract on an on-going basis to retirement, will have the supervision payment made pensionable, subject to the payment of contributions and the rules of the Superannuation Scheme.
- 8.2 In order for serving teachers to qualify for pensionability of supervision monies, they must opt in to supervision duties on or before the 1st September 2004.
- 8.3 From the start of the 2002/2003 school year, newly qualified teachers in their first appointment, in order to qualify for pensionability, must opt in to supervision duties within twelve months of first appointment.
- 8.4 A teacher, who has opted to partake in the supervision duties, but later opts out, will forfeit pensionability (for supervision monies) 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 payments. Such teachers must advise their Boards of Management of their decision on or before the 30th June prior to the commencement of the next school year. Such teachers may continue to provide supervision duties on a non-pensionable basis and receive grant payment from the Board of Management.
- 8.5 Where teachers make an ongoing commitment to supervise, the commencement date for pensionability shall be the 1st September 2001 in the case of serving teachers who delivered the appropriate service in each year since that date or the date of appointment in the case of new teachers who delivered appropriate service from that date. On entering the commitment teachers will be required to make the appropriate pension contribution with effect from these dates. Pension contributions effective from 1/9/01 will be deducted from any supervision payment due to a teacher opting in to pensionability, however, no pension deductions will be made until supervision payments for the 2003/2004 school year are due.
- 8.6 Any supervision duties undertaken over 37 hours in a school year is not pensionable.

9. Supplementary Arrangements

The process of seeking volunteers from the teaching staff of the school may not produce enough school based volunteers to cover the school supervision needs. In such circumstances, the Board of Management may source and recruit personnel to provide supervision services, e.g. part-time resource teachers or external supervisors. Such personnel employed by the school may be paid from grants provided by the Department based on the balance or proportion of the balance of the non-committed supervision hours. Guidelines for the employment of such personnel are attached at Appendix 3 and are also available on the Department website.

This circular may be accessed on the Department of Education & Science website at <http://www.education.ie/> (Access through Education Personnel/Primary /Circulars & information booklets).

J. Bracken
Primary Branch.

May, 2003.

Contract for Supervision Duties
(full-time primary school
teachers)

A

I _____ hereby give a commitment to undertake supervision duties under a 37 hour contract on an ongoing basis to retirement in accordance with the terms of the Circular Letter 18/03. 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 duties under a 37 hour contract for the school year 2002/2003 in accordance with the terms of Circular Letter 18/03.

Signed _____
(Teacher)

Date _____

Signed _____
(Chairperson, Board of Management)

Date _____

Please retain with school records for a period of six years.

Please note:

Option A is applicable to teachers who opt into pensionability at this junction:

Option B is applicable to teachers who have undertaken supervision in the 2002/2003 school year but who wish to defer a decision on pensionability until on or before 1 September, 2004.

Appendix 2

Payment example:

If a school has 10 posts the grant will be calculated as $€1419 * 10$ (posts recorded) = €14,190

This grant will be reduced by the amount of supervision payments made to permanent, temporary and substitute teachers employed in that school during the school year 1st September, 2002 to 30 June, 2003.

For example:

A school grant calculated at €14,190 for a ten post school.

8 permanent teachers employed for the full year $€1419 * 8 = €11,352$

1 permanent teacher for 200 days $€4.69 * 200 = €938$

5 substitute teachers employed for four consecutive weeks ($€4.69 * 21$ days) * 5 tchrs = €492

Total payments to teachers €12,782 Remainder = €1,408 This is the grant amount payable to the school.

GENERAL GUIDELINES FOR THE APPOINTMENT OF EXTERNAL SUPERVISORS TO PRIMARY SCHOOLS

1. Appointment of External Supervisors to Undertake Supervision Duties.

1.1 External supervisors who are contracted for delivery of supervision services in primary schools will be remunerated at an hourly rate of pay.

1.2 Recruitment of External Supervisors.

(a) Boards of Management have the option of identifying suitable personnel who may be known locally to the management of the school. Prospective personnel recruited by this method should be requested to complete the application form (**sample provided in Appendix A & A1**) and be interviewed using the mechanisms outlined below.

(b) Local Advertising

If it is considered necessary and helpful, an advertisement may be placed in the local media (**sample provided in Appendix B**).

(c) Short-listing

Prospective applicants may be subject to short-listing on the basis of the experience required to undertake the role as defined in the advertisement.

(d) Interviewing

All external supervisors should be selected through a formal interview process. The composition of the Interview Board is a matter for the Board of Management. Established criteria of the Board shall take account of the provisions of the Employment Equality Act (1998) and the Code of Practice of the Equality Authority.

1.3 Clearance

(a) Efforts should be made with the local Gardaí to provide clearance for employees employed as external supervisors. It is important to bear in mind that the clearance process may take some time. Applicants should only be employed on a provisional basis pending the outcome of the clearing process.

1.4 Written References and Verification

Candidates seeking positions as external supervisors should be asked to furnish the names and telephone numbers of at least two referees. Written references should be verified by telephoning the referee named therein.

2. Appointment and Contracts

(i) Conditions of Service

Details of conditions of service are set out in Appendix C. A copy should be furnished to the appointee.

(ii) Terms of Employment

All persons employed by the school should be asked to sign a **term of employment agreement (Appendix D)**.

(iii) Grants to Schools - Tax and PRSI

Tax and PRSI should be deducted at the applicable rates on earnings. Information in this regard should be sought from the relevant statutory bodies, i.e. Revenue Commissioners and Dept. Social & Family Affairs.

Appendix A

APPLICATION FORM - SAMPLE

Name: _____

Address: _____

Tel. No.: Mobile No:.....

1. Outline briefly any relevant experience:

2. Please supply the names and addresses of two referees:

(a) Name: Tel. No.....

Address:

(b) Name: Tel. No.

Address:

I, the undersigned, who has applied to work as a supervisor in NS, hereby authorise the Garda Siochana, to furnish to the Chairperson a statement that there are no convictions recorded against me in the State or elsewhere or a statement of all prosecutions pending or completed in the State or elsewhere, as the case may be.

Signed: _____ **Date:** _____

Please return to the Chairperson of the Board of Management by _____, _____ on or before 5.00 p.m.

Appendix A1

DECLARATION:

Surname:..... Forename:.....

Date of Birth:

Place of Birth:

Any other name previously known as:

Have you ever been convicted of a criminal offence or been the subject of a caution or a bound over order?

Yes

No

If yes, please state below the nature and date(s) of the offence.

I confirm that nothing within my personal or professional background deems me unsuitable for a post that involves working with children.

Signed:

Date:

ADVERTISEMENT

School Name: _____

Recruitment of Supervisors

_____ (*Name of School and Address*) is putting in place temporary arrangements to ensure the continued provision of supervision services in this school from the commencement of the school year.

Applications are invited for inclusion on a panel of Supervisors.

Supervisors will be remunerated at the hourly rate of for which they will be expected to provide a minimum hours and up to a maximum of hours of actual supervision per week.

The duties required will include the supervision of pupils on the school premises, in classrooms and in the schoolyard at mid morning break and lunchtime.

Applications should be made on the standard application form which is available from the school.

Successful applicants will be subject to a security clearance process.

Closing date for receipt of applications is 5.00 p.m. on X day, and date.

Appendix C

Appointment and Conditions of Service of External Supervisors in Primary Schools (Sample)

1. Requirements for Appointment

1.1 Character

Each appointee must be of good character. Prior to appointment, the Board of Management will make such enquiries, secure references and seek information as it considers necessary or as may be stipulated as necessary (including Garda clearance), to satisfy itself as to the character of the appointee.

1.2 Suitable

Applications will be invited from suitable applicants. It will be an advantage if applicants for appointment have followed an education programme in the social/childcare or other related area.

1.3 Advertising and Appointment

Any appointment will normally be made following public advertisement, selection and interview process in accordance with procedures determined by the Board of Management to ensure recruitment of the most suitable available person for the post in an open and transparent way.

1.4 The recruitment and selection procedures shall take cognisance of current employment legislation and in particular The Employment Equality Act, 1998.

2. Conditions of Service

2.1 The appointment is to a temporary position related to the supervisory requirements of this school at this particular time. The contract term is that of a specified purpose contract, i.e. to carry out a specific task. It carries no entitlement to permanent status.

2.2 Subject to the above, the contract will be for a fixed period of time.

2.3 Subject to the overall authority of the Board of the school, the Supervisor shall be accountable to the Principal of the school for the performance of duties outlined in paragraph 3 below.

2.4 The hourly rate of pay will be, for which you will be expected to provide a minimum of and up to a maximum of actual supervision per week. Supervision on a casual basis in any week will be paid at the hourly rate of pay. PAYE and PRSI deductions will be made in accordance with the details furnished by the employee. The Board of Management will be required to register the employee with the relevant statutory bodies and furnish the employee's PPS number.

2.5 The contract will be terminable in accordance with the terms of the Minimum Notice and Terms of Employment Acts, 1973 to 1991. The contract may otherwise be terminated by agreement between the parties.

2.6 The contract will be terminated in the event of an unsatisfactory Garda clearance report.

- 2.7 The Board of Management may terminate this contract summarily for failure to undertake the duties attached to this post. Prior to the deciding to take such action the Board of Management shall afford the Supervisor a hearing in relation to the matter.
- 2.8 The provisions of the Unfair Dismissals Act, 1977 and 1993 shall not apply to the termination of the appointment consisting only of the expiry of the term/purpose specified at paragraphs 2.1. and 2.2.
- 2.9 The school premises will be the place of employment. Payment is conditional on the contracted hours being worked. There is no provision for payment due to absence related illness, personal leave or compassionate leave. If a Supervisor is absent on sick leave for more than three consecutive days, they must immediately complete a form of Disability Benefit (available from their GP) and submit it as a claim to the Department of Social, Community and Family Affairs.
- 2.10 In the event of absence, the Supervisor must inform the school authority as soon as possible on the morning of such absence but not later than 10.00 a.m.
- 2.11 The Supervisor is required to take all reasonable care so as to ensure his/her own safety, the safety of pupils at the times and places assigned as per the terms of this contract.
- 2.12 Current Employment legislation will be implied into the contract of employment, i.e. holiday leave, maternity leave, grievance and disciplinary procedures.

3. Duties of Supervisor

- 3.1 Supervisors are recruited specifically to supervise pupils.
- 3.2 Supervision arrangements apply in the main to the periods, the mid- morning break, and lunchtime.
- 3.3 The Supervisor will carry out his/her duties in accordance with:
- (a) the school's code of behaviour (copy to be given to Supervisor)
 - (b) the discipline structure of the school (to be advised by Principal)
 - (c) the school layout (induction tour)
 - (d) with regard to Health and Safety Procedures as laid out in the school's Safety Statement and
 - (e) with regard to existing school policies, Anti-Bullying, Sexual Harassment, Smoking Policies. (*Policy documents and Safety Statement to be given to employee on commencement of employment – Statutory requirement*).

Appendix D

TERMS OF APPOINTMENT (sample)

School Name: _____

Terms of Appointment for the Provision of Supervision Services

This agreement was made this day of
between (the Board of Management) on the one part
and..... Supervisor employed to carry out duties as outlined below

Address of School:

Subject to the overall authority of the Board of Management, the Supervisor shall be accountable to the Principal of the school for the performance of duties outlined under this agreement.

The appointment is to a temporary position related to the supervisory requirements of this school at this particular time. The contract term is that of a specified purpose contract, i.e. to carry out a specific task. It carries no entitlement to permanent status.

Subject to the above, the contract will be for a fixed period of time.

1. Terms and Conditions

- 1.1 The rate of pay will be per hour. You will be expected to provide a minimum of and up to a maximum of actual supervision per week. Supervision on a casual basis in any week will be paid at the hourly rate. The Supervisor will be paid by the Board of Management. PAYE and PRSI deductions will be made in accordance with the details furnished by the employee.
- 1.2 The employee is required to submit his/her PPS number to the school authority.
- 1.3 The contract will be terminable in accordance with the terms of the Minimum Notice and Terms of Employment Acts, 1973 to 1991. The contract may otherwise be terminated by agreement between the parties.
- 1.4 **The Board of Management may terminate this contract immediately on receipt of an unsatisfactory Garda clearance report.**
- 1.5 The /Board of Management may terminate this contact summarily for failure to undertake the duties attached to this post. Prior to the deciding to take such action the Board of Management shall afford the Supervisor a hearing in relation to the matter.
- 1.6 The provisions of the Unfair Dismissals Act, 1977 and 1993 shall not apply to the termination of the appointment consisting only of the expiry of the term/purpose specified at paragraphs 1.3.
- 1.7 The school premises will be the place of employment.
- 1.8 Due discretion is expected in matters of a confidential nature.
- 1.9 The general duties of Supervisor are set out in paragraph 2 below.

- 1.10 A Supervisor will not engage in external work, which will adversely affect the performance of the Supervisor's duties within the terms of this contract.
- 1.11 Payment is conditional on the contracted hours being worked. There is no provision for payment due to absence related to illness, personal leave or compassionate leave.
- 1.12 If a Supervisor is absent on sick leave for more than three consecutive days, they must immediately complete a form of Disability Benefit (available from their GP) and submit it as a claim to the Department of Social and Family Affairs.
- 1.13 In the event of absence, the Supervisor must inform the school authority as soon as possible on the morning of such absence but not later than 10.00 a.m.
- 1.14 The supervisor is required to take all reasonable care so as to ensure the safety of pupils at the times and places assigned as per the terms of this contract.
- 1.15 Current Employment legislation will be implied into the contract of employment, i.e. holiday leave, maternity leave, grievance and disciplinary procedures.

2. Duties of Supervisor

Supervisors are recruited specifically to supervise pupils.

Supervision arrangements apply in the main to the mid morning and lunch breaks.

In this employment the details are:

.....

The Supervisor will carry out his/her duties in accordance with:

- a) the school's code of behaviour (copy to be given to Supervisor)
- b) the discipline structure of the school (to be advised by Principal)
- c) the school layout (induction tour)
- d) with regard to Health and Safety Procedures as laid out in the School's Safety Statement and
- e) with regard to existing school policies, Anti-Bullying, Sexual Harassment, Smoking policies.

I accept the terms of this employment agreement.

Signed: _____ **(Supervisor)** **Date:**

Signed: _____ **(Chairperson, Board of Management)** **Date:**.....