



## Circular Letter SNA 12/05

**To: The Management Authorities of Secondary/Community and Comprehensive Schools and the Chief Executive Officer of each Vocational Education Committee.**

### **Contract of Employment for Special Needs Assistants employed in Second Level Schools.**

I am directed by the Minister for Education and Science to inform you that following discussions at national level, revised arrangements have now been agreed regarding the terms and conditions of Special Needs Assistants at post-primary level.

In that regard please find attached a revised contract of employment which should be offered to, and signed by every Special Needs Assistant employed by your Vocational Education Committee/ school and whose post is funded by the Department of Education and Science. The revised leave arrangements are effective from the date of this Circular Letter. Further copies of the contract can be downloaded from this Department's Website at [www.education.ie](http://www.education.ie) under Education Personnel/Special Needs Assistants. The original signed contract should be retained in the school by the managerial authority, and a copy given to the Special Needs Assistant.

It should be noted that approved special needs assistant posts are related to the special needs of one or more pupils in respect of whom the posts are sanctioned, and may be utilised by the school having regard to the needs of those pupils and the duties of the post. The allocation of special needs assistant posts to your school will be reviewed on an annual basis. The employment of Special Needs Assistants may be terminated by way of redundancy where the allocation is reduced. The selection criteria for redundancy will be on a last-in first out (LIFO) basis in accordance with the agreement reached with the representatives of the grade concerned. Further information on this matter will issue shortly.

P. Maloney,  
Principal Officer.  
July 2005.

[Contract of Employment Form](#)

# CONTRACT OF EMPLOYMENT

## SPECIAL NEEDS ASSISTANTS (Post Primary)

### 1. Parties

1.1. This Contract of Employment is made the \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_  
between the following parties:

1.1.1. Employer: Board of Management \_\_\_\_\_  
(hereinafter called "the \_\_\_\_\_ Board").

Address: \_\_\_\_\_

1.1.2. Employee: \_\_\_\_\_

### 2. Conditions of Service

2.1. The post is full time/part time and, subject to the clauses as stated hereunder, your employment will commence on (date) and will continue into the future unless and until terminated as hereinafter provided.

2.2. You will be on probation for six months with effect from \_\_\_\_\_. At the end of the said period your appointment may be confirmed, probation may be extended for a further period not exceeding twelve 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.

2.3. 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 Science from time to time. Increments will be awarded after each year of satisfactory service in an approved post as a Special Needs Assistant in a recognised school.

2.4. Salary will be paid fortnightly in arrears

2.5. 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.

- 2.6. 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.
- 2.7. 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.
- 2.8. 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.
- 2.9. The sick leave provisions pertaining to the post are as set out in Appendix 2 attached hereto.
- 2.10. The maternity leave arrangements pertaining to the post are as set out in Appendix 3 attached hereto.

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 Science from time to time.

- 2.11. Pension arrangements shall be in accordance with the rules and regulations of the Department of Education and Science 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.
- 2.12. 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.
- 2.13. You will also be required to work the month of June on examinations or other work appropriate to the grade including training.

### **3. Grievance and Disciplinary Procedures**

#### 3.1. Grievance Procedure

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 \_\_\_\_\_ school for:

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

### **4. Notice of Termination**

- 4.1. 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 by way of redundancy. In such circumstances the terms of any collective agreement regarding redundancy will apply.

- 4.2. Your employment may be terminated without notice for serious misconduct.
- 4.3. When terminating your employment you are required to give four weeks notice.
- 4.4. Nothing in this agreement shall prevent the giving of a lesser period of notice by either party where it is mutually agreed.
- 4.5. At the discretion of the Board salary may be paid in lieu of notice.

**5. Agreement**

- 5.1. I accept and agree to all of the above terms and conditions of my employment:

**Signed:** \_\_\_\_\_  
**Special Needs Assistant**

**Dated:** \_\_\_\_\_

**Signed:** \_\_\_\_\_  
**Chairperson, Board of Management**

**Dated:** \_\_\_\_\_

## **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.

## **APPENDIX 2 -SICK LEAVE PROVISIONS FOR SPECIAL NEEDS ASSISTANTS**

1. No sick pay will be allowed during the first three months' service. Subsequently full pay may be allowed during sick absence up to the following limits:
  - a) After three months' continuous service, sick pay at full rate for up to six weeks in any period of twelve months' service;
  - b) after six months' continuous service, sick pay at full rate for up to nine weeks in any period of twelve months' service;
  - c) after twelve months' continuous service, sick pay at full rate for up to thirteen weeks in any period of twelve months' service.
2. Medical certificates must be furnished to the Board of Management in all cases of continuous absence by the third day of absence at the latest. As a general rule, sick leave will not be allowed for a longer period than one week on any one certificate. Where sick absence extends from Friday to Monday inclusive, a medical certificate must be furnished.
3. Special Needs Assistants on probation are reminded that when they are being considered for confirmation of appointment, full account will be taken of their health and of the extent and pattern of their sick absence. If any of these aspects is unsatisfactory, the Special Needs Assistant concerned cannot be accepted as suitable.
4. The grant of sick leave will be subject to the following conditions in particular:
  - a) that the absence is properly certified:
  - b) that there is no evidence of permanent disability for service.
5. Once sick pay has ceased owing to the expiration of the maximum limit, it cannot be resumed during the same absence.
6. Unpaid sick leave does not count as service qualifying for further paid sick leave.
7. **Uncertified Sick Leave:** Sick leave for single or two-day absences, not exceeding seven days in total in any period of twelve months, may be granted without medical certificate. However, should the number of days' absence without medical certificate in any period of twelve months, reckoning backwards from the date of the latest absence, exceed seven in the aggregate, any subsequent absence must be certified until the balance is restored.

Payment during sick leave will be **full salary provided that the following procedure is adhered to:**

If a Special Needs Assistant is absent on sick leave for more than three consecutive days, s/he must immediately complete a form for Disability Benefit (available from their general practitioner (GP)). This should be forwarded to SNA Payroll Section, Department of Education & Science, Athlone, Co. Westmeath, who then forward it to the Department of Social and Family Affairs (DSFA). **The claim must be submitted by SNA Payroll Section to reach the DSFA within seven days of the start of the illness hence there is an urgency to submit the claim form to ensure continued payment of full salary.**

### **APPENDIX 3**

[Circular SNA 13/05 - Maternity/Adoptive and Paternity Leave for Special Needs Assistants Refers - \(File Format Word 163KB\)](#)