

**JMB/ACCS/IVEA**  
**OPERATIONAL GUIDELINES FOR THE IMPLEMENTATION OF THE**  
**SUPERVISION/SUBSTITUTION SCHEME AT SCHOOL LEVEL**  
**FORMULATED IN CONSULTATION WITH ASTI - February, 2003**

**A: INTRODUCTION:**

*These guidelines relate to the 28<sup>th</sup> September 2001 document entitled "FINAL OFFER ON SUPERVISION AND SUBSTITUTION" and to the DES Circular PPT 01/03 which deal with proposed arrangements to ensure that resources would be made available to each second-level school so that the volunteering teachers in that school could be paid to provide for the school's supervision needs and for the school's substitution needs.*

*The new arrangements do not affect each teacher's basic duty of care, do not add any additional health and safety responsibilities to a teacher participating in the scheme, and make no changes to the legal liability of teachers.*

*In the offer, teachers employed by any particular school who volunteer to provide a pre-defined amount of supervision and substitution will be paid a rate of €37 per hour from 1<sup>st</sup> September, 2002 (€38.48 from 1<sup>st</sup> October, 2002) for delivery of service.*

*Based on current figures, schools will receive DES funding for this scheme on the basis of 37 hours per whole time equivalent (WTE) at a rate of €37 per hour from 1<sup>st</sup> September, 2002 (€38.48 from 1<sup>st</sup> October, 2002) for the 2002/2003 school year. In addition a grant will also be made to cover the costs of administering the new scheme.*

*The contract for any teacher entering the scheme will be for a total of 37 hours of supervision and substitution in a school year for which he/she will be paid €1,369 per annum from 1<sup>st</sup> September, 2002 (€1,423.76 per annum from 1<sup>st</sup> October, 2002). This will, therefore, be the minimum amount earned by each teacher.*

*If all the teachers do not enter the scheme, then the balance of the available hours may be distributed amongst the contracting teachers, who agree to do so, up to a maximum of 49 hours per teacher in any year. (In addition to this maximum, a part-time teacher may commit to the difference between his/her annual contracted part-time teaching hours and 735 hours). If the take-up amongst a particular teaching staff is low, there may be hours which cannot be covered through the above arrangement because of the contract maximum hours. However, these supervision and substitution shortfalls can be provided for by any members of the school teaching staff who volunteer for the remaining duties and who will then be paid at the agreed hourly rate.*

**B: GUIDELINES FOR THE IMPLEMENTATION OF THE OVERALL SCHEME IN EACH SCHOOL:**

- (1) The new scheme of supervision and substitution will be considered by the teaching staff.
- (2) The scheme is open to all permanent, temporary and part-time teachers employed by the school who wish to volunteer to contract for the new paid scheme of supervision and substitution. (It should be noted that Principals, Deputy Principals, Guidance Counsellors, Chaplains and Home School Liaison Teachers may volunteer to be members of the supervision/substitution team). HDE students (or other unqualified staff) will not initially be able to contract but they will be able to volunteer for supervision and substitution not covered by the contracted staff as per the terms of the DES Circular PPT 01/03.
- (3) The contracting teachers will be expected to volunteer and engage per the terms of DES Circular Letter PPT 01/03 to both supervision and substitution duties in the school. This time will be spread over the full year (at a maximum of 1½ hours per week) unless, particularly in

the case of the predictable amount of supervision, it is concentrated into particular sets of times by mutual agreement between the teacher and the Principal. In these circumstances, the additional time worked in any week will be reckoned towards the total annual commitment

- (4) Teachers who enter the new scheme will contract to fulfil their commitment of time for supervision and substitution per the terms in DES Circular PPT 01/03. However, if for any reason the full complement of the committed time is not called upon by school management over the course of the school year, then the teacher will be guaranteed to be paid for the full hours contracted.
- (5) Payment for the scheme will become due in June each year. An advance totalling not more than half of the commitment may be made in December each year.
- (6) At present, the DES provides paid substitution for specified approved teacher absences for
  - Certified sick leave
  - Maternity and paternity leave
  - Adoptive leave
  - Parental leave
  - Force majeure leave
  - Compassionate leave
  - Jury service
  - Membership of NCCA (and NCCA committees)
  - Conduct of oral/practical examinations and conferences
  - Certain in-service (subject to approval by the ICDU)
- (7) The DES will continue with the existing arrangements for the provision of paid substitution for the above absences but also to provide through the new scheme in accordance with the terms of DES Circular PPT 01/03 for
  - Uncertified sick leave
  - Teachers' absences from class because of other approved school activities (e.g. games, competitions and other extra-curricular activities).
- (8) The first option for any approved absence will be the employment of a substitute teacher who will teach the relevant classes. However, given the shortage of such substitutes, and given the nature of many short-term unplanned absences on uncertified sick leave as well as short-term absences on school business, the new arrangements will allow for the payment of teachers under the terms of DES Circular PPT 01/03.
- (9) Records of the provision of supervision and substitution will be maintained by the school.
- (10) Payment will be made by the DES/VEC following certification by the Board of Management in the school. Appropriate records will be maintained by the school to facilitate this. Part-time teachers will be remunerated by the school/VEC subject to the normal tax and PRSI deductions.
- (11) Summary returns will be required by the DES at specified times during the year.
- (12) In acknowledgement of the extra workload that the new system will place on schools, further discussions are taking place with DES about a compensatory administration allowance.

**C: SUPERVISION:**

- (1) As the guiding principle, it is understood that supervision will be carried out by teachers who know the pupils, who have the skill and experience for the task and who are already fully covered under the school's insurance/indemnity to do this work.
- (2) It is acknowledged that schools vary greatly in
  - Size
  - Pupil numbers
  - Staff numbers
  - Layout of the premises where pupils can congregate
  - Opening and closing arrangements
  - Arrival and departure times
  - School transport arrangements
  - Period structures.
- (3) It is noted that schools typically may require
  - Some supervision prior to the start of the school day
  - Supervision of a break in the morning
  - Supervision of a lunch break
  - Some supervision at the end of the school day.
- (4) In the first instance, the Principal of each school, in consultation with the staff, will calculate the estimated amount of supervision (measured in hours per year) that will be required throughout the school day over the course of the school year to meet the current health and safety requirements of the particular school. This will be ratified (and, if need be, amended) by the Manager/Board of Management at the earliest opportunity.
- (5) The total amount of supervision will be divided by the number of WTEs in the school to give the amount of supervision required by the school from each WTE to meet all of the school's supervision needs. The amount of supervision which may be required from each contracting teacher will be this amount, although the actual amount of supervision to be undertaken by any individual contracted teacher may vary somewhat from this figure through the consultative process. The arrangements for each contracted teacher will be subject to the limitations provided for in the scheme.
- (6) The Principal, in consultation with the contracting teachers and taking account of local circumstances, will then organise a supervision rota to meet the needs of the school by dividing the time available (from the contracting staff) amongst the contracting staff in as equitable a manner as possible. Supervision before or after school hours shall not normally be required from any contracting teacher for more than fifteen minutes before classes begin or after classes end. Arrangements for the provision of such supervision will be made by agreement with the contracting teachers. Teachers may enter into an agreement to extend the period of supervision before and after school hours.
- (7) If all of the teaching staff do not contract into the scheme, the balance of the supervision needed by the school will be provided by other teachers, contracted or non-contracted, on the basis of the agreed rate per hour. Again, the Principal, in consultation with the volunteering teachers, will organise a supervision rota by dividing the time available from the volunteering staff in as equitable a manner as possible.
- (8) After these processes are completed, if there is still a balance of supervision required, the school may employ any suitable personnel.

- (9) If after these rotas have been prepared, and for some reason the teacher is not called upon by school management to carry out the duty on a particular day, then the teacher will still be paid in accordance with the terms of DES Circular PPT 01/03.
- (10) The contracting staff will agree on the arrangements to be followed if a teacher is unable to fulfil his/her commitment due to his/her absence for any reason.

**D: SUBSTITUTION:**

- (1) Before the introduction of the scheme, the Principal will consult with staff to decide on the method which will be used by the school to deliver the new substitution arrangements. A teacher will be required to be available for a rota for two class periods per week throughout the school year in accordance with the rota developed through the consultative process and subject to the limits provided in the scheme. But each staff/school will be free to make whatever arrangements are necessary to meet the particular needs and circumstances of the school.
- (2) At the introduction of the scheme (and at the start of each school year) and following consultation with the contracting staff, the Principal will allocate specific times during the school week when each teacher is to be available for his/her contracted substitution work.
- (3) Only in exceptional circumstances will a teacher be allocated a contracted substitution period on a day when he/she has only one free period. The contracting teacher will be advised at the start of the school day whether he/she is required for his/her rota period for that day and, therefore, teachers will not be required to be on call throughout any school day.
- (4) The contracting teachers may only be required to provide the total number of hours of substitution work in each school year, required for each contracting teacher, as established through the school's consultative process. The hours of substitution will be prescribed in a weekly rota for the school year.
- (5) Each period where the teacher is called upon to provide such substitution cover will count towards the service delivered by each individual teacher. If, at the end of the school year, the contracting teacher is not required by the school to deliver all of the contracted hours of substitution, they will be paid for the total commitment. On the other hand, if the teacher, by agreement, delivers more than the total commitment through the prescribed rota, he/she will be paid €38.48 for each additional hour of substitution over and above his/her original commitment.
- (6) Each teacher's contracted substitution hours will be spread over the school year. If, over the course of the year, a teacher is called upon for less than the committed substitution hours, then he/she will still be paid the full amount due at the end of the academic year. If he/she agrees to do more than the contracted hours then he/she will receive additional payments from the fund at the rate of €37 per hour from 1<sup>st</sup> September, 2002 (€38.48 from 1<sup>st</sup> October, 2002).
- (7) Thus the extension of the short-term substitution arrangements outlined in the new scheme will in most cases result in the production of a published substitution rota among the contracted teachers.
- (8) If there are still gaps in the rota after this process, then other available staff will be invited to volunteer to provide the balance of the substitution on the basis of the agreed rate. The Principal shall distribute the offered periods amongst the volunteering teachers in the most equitable manner possible.

- (9) On certain days, because of specific circumstances, there may be a large number of absences which cannot be covered by the substitution rota. Teachers who volunteer to undertake such extra substitution will now be paid at €37 per hour from 1<sup>st</sup> September, 2002 (€38.48 from 1<sup>st</sup> October, 2002).
- (10) In relation to the short-term casual substitution covered by the new scheme, a substituting staff teacher may – as is the traditional practice – teach the class if it is appropriate. However, in such circumstances the school authorities will not require a contracted teacher to teach the class. The number of students to be supervised should not normally exceed thirty except where otherwise agreed with the contracting teachers.
- (11) The contracting staff will agree on the arrangements to be followed if a teacher is unable to fulfil his/her commitment due to his/her absence for any reason.
- (12) If no qualified teacher is available to substitute and there is substitution required, the school may employ any suitable personnel to supervise.