



**Circular 0040/2026**

**The Managerial Authorities of Recognised Primary, Post-Primary, Community and Comprehensive and Special Schools and Chief Executives of Education and Training Boards.**

**Contract of Employment for Special Needs Assistants in Fixed-Term Posts**

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## **1 Purpose of this Circular**

This circular replaces and supersedes 0012/2005 and 0015/2005, which are now withdrawn.

This revised contract of employment should be offered to every SNA in fixed term posts employed in your school and whose post is funded by the Department of Education and Youth.

Where a current fixed term SNA transfers to this contract, they will retain all existing terms and conditions of employment applicable under their previous contract. The transfer will not result in any loss or reduction of existing employment rights or benefits.

This circular should be read in conjunction with [Circular 0032/2026](#) *The Role of Special Needs Assistants in recognised Primary, Post-Primary and Special Schools*.



## **2 Queries in Relation to this Circular**

All queries should initially be brought to the attention of the employer who may wish to consult with their relevant management body. Any further queries in relation to this circular may be directed to the Department [here](#).

Full details regarding the NCSE allocation process are available at [www.ncse.ie](http://www.ncse.ie). Any queries regarding SNA resources should be made, in the first instance, through the local Special Education Needs Organiser (SENO) attached to the school (details on website).

## **3 Dissemination of Circular**

Please ensure that copies of this circular are provided to the Board of Management/Education and Training Board and its contents are brought to the attention of all SNAs in your employment including those on leave of absence. This circular may be accessed on [www.gov.ie](http://www.gov.ie). An Irish version of this circular is also available on [www.gov.ie](http://www.gov.ie)

Further copies of the contract can be downloaded from [www.gov.ie](http://www.gov.ie).

**Angela Corcoran**  
**Special Education Division**  
**3 June 2026**



## 4 Definitions

For the purpose of this circular, the following terms shall have the meaning assigned to them here unless the context indicates otherwise:

**The Act** refers to the Protection of Employees (Fixed Term Work) Act 2003.

**Appropriately qualified** means the SNA has qualifications, in line with Circular 0051/2019, suitable for the post.

**Board of management** refers to the board of management of a school and has the meaning assigned to it in the Education Act 1998 and includes an Education and Training Board (ETB) in the case of a school under the patronage of the ETB.

**Standard post** is a post which is part of the National Council for Special Education (NCSE) quantum of SNA support to a school.

**The Department** refers to the Department of Education and Youth.

**Employer** - Under Section 24 of the Education Act, 1998 (as amended by the Education (Amendment) Act, 2012) the board of management is the employer of teachers and other staff of the school. In the case of schools established or maintained by an ETB the relevant ETB is the employer and not the board of management.

**Fixed Term SNA** means a Special Needs Assistant employed on a fixed term contract in a recognised Primary, Post-Primary or Special school.

**Minister** refers to the Minister for Education and Youth.

**Objective condition** shall have the meaning assigned to it as in section 8 of the Act - i.e.

1. Arriving at a specific date or



2. Completing a specific task or
3. The occurrence of a specific event

**Pro rata** means that the salary entitlements of a part-time special needs assistant are calculated in proportion to that of a full-time special needs assistant on an equivalent point of the common basic scale for SNAs. Part-time SNAs are paid on the agreed divisor rate for pay purposes for part-time SNAs which is 32 hours.

**Recognised school** means a school recognised by the Minister in accordance with Section 10 of the Education Act, 1998.

**School year** shall be interpreted in accordance with the provisions of Circular 0018/2026 (as amended).

**Special Needs Assistant** refers to a person appropriately qualified, as set out in Circular 0051/2019 employed in a recognised school.

## **5 Fixed Term Contract**

### **5.1 Definition of a Fixed-Term Contract**

A fixed-term contract means a contract of employment paid by monies from the Oireachtas, whether full-time or part-time where the end of the contract of employment concerned is determined by an objective condition such as arriving at a specific date, completing a specific task or the occurrence of a specific event.

## **6 Terms of Employment**

6.1 Employers are reminded that the provisions of the Protection of Employees (Fixed Term Work) Act 2003 apply to all fixed-term employment. All such SNAs must be furnished with written fixed term contracts.



- 6.2 The contract shall include the full names of the employee and the employer. It should also include a written statement of the particulars of the employee's terms of employment e.g., place and hours of work, duties/responsibilities, disciplinary/ grievance procedures, employer policies (e.g. health and safety, harassment, sexual harassment, etc.), some of which are statutory requirements under the Terms of Employment (Information) Acts, 1994 as amended.
- 6.3 Under the Terms of the Protection of Workers (Fixed Term) Act, 2003 (Section 8) the terms and conditions for a fixed term employee shall contain the objective conditions determining the context of the employment, whether it is finishing on a certain date, completing a specific task or the occurrence of a specific event.
- 6.4 An employer must notify each new employee, in writing, within five days of commencement of employment, of the core terms of employment and comply with the terms of the employment (Miscellaneous Provisions) Act 2018.
- 6.5 An SNA engaged on a fixed term contract shall receive full written statement of terms of employment (the Contract) within one month of commencement of employment.
- 6.6 A contract of employment shall be prepared in duplicate. The employer shall retain one of the completed, signed duplicate contracts on the SNA's personnel file and furnish the other signed duplicate contract to the employee.
- 6.7 The principle to be applied to terms of employment in respect of fixed-term SNAs is that of no less favourable treatment by the employer during the period of contract than exists for a comparable SNA in a standard post unless objective conditions exist for doing so.



6.8 In general, the expiry of a contract, and consequently the termination of the employment relationship, marks the end of any obligation on the part of the employer to an SNA in respect of terms of employment.

6.9 Employers should ensure compliance with all relevant employment legislation when dealing with issues pertaining to contracts of employment.

6.10 The contract may contain a specific clause stating that the expiry of the contract will not make it liable to a claim under the Unfair Dismissals Acts.

## **7 Salary Scales**

7.1 The salary scale for this position and hourly casual rates payable to SNAs are set out in relevant DEY circular. Newly appointed SNAs will be remunerated at the minimum of the scale.

7.2 Incremental Credit may be awarded to eligible special needs assistants following the submission of a successful incremental credit application as set out in [Circular 139/2006](#) *Incremental Credit Scheme for Special Need Assistants in Primary, Post-Primary & VEC Schools*.

7.3 Any overpayment of salary may be deducted from future salary payments due to employee in accordance with the Payment of Wages Act 1991. In the event of such an occurrence, the department will advise employee in writing of the amount and details of any such overpayment. The department will give at least one week's notice of the deduction to take place and will deduct the overpayment at an amount that is fair and reasonable having regard to all the circumstances.

7.4 A fixed term SNA salary is calculated on a pro-rata basis for each hour worked.



## **8 Pension**

8.1 The Single Public Service Pension Scheme ("Single Scheme") commenced with effect from 1 January 2013. The Scheme applies to all pensionable first-time entrants to the Public Service on or after that date, as well as to former public servants returning to the public service after a break in pensionable service of more than 26 weeks.

8.2 Membership of the Non-Contributory Pension Scheme for Non-Established State Employees applies to a person appointed to a fixed-term and temporary position in the civil service.

8.3 Employees on fixed term and specified purpose contracts are not subject to main scheme pension contribution and accordingly, should be placed on a Non-PPC scale.

8.4 Persons appointed to fixed term/temporary positions are generally required to pay Class A PRSI in accordance with the regulations governing PRSI classification (S.I. 312/1996).

8.5 Further information on the Single Public Service Pension Scheme is available on the Department's website and [here](#) and at [Single Scheme Booklet](#).

## **9 Probationary Period**

9.1 Every SNA appointed shall be subject to the normal probationary procedures for employment purposes prior to confirmation in the post.

9.2 The length of the probationary period will ordinarily be six months or an appropriate time considering duration of contract.

9.3 The period of probationary service shall in all cases be reckoned as from the date of taking up duty.



9.4 Where, in accordance with a specified provision, as outlined in Section 10(6) of S.I. No. 686/2022 - European Union (Transparent and Predictable Working Conditions) Regulations 2022, an employee is absent from work during the probationary period, such period shall be extended by the employer for the duration of the employee's absence.

## 10 Working Hours

10.1 Daily and weekly working hours should be set out in the contract of employment.

10.2 The SNA contracts of employment have been designed to be flexible to cater for the different spectrum of working hours across recognised schools.

10.3 Working hours comprise:

- i. **The school day:** as outlined in Circulars [11/95 \(primary\)](#) and [M29/95 \(post-primary\)](#)
- ii. **Reception and Dispersal time:** a period determined locally by school management which occurs immediately before and after the school day. This time is intended to facilitate the orderly reception and dispersal of student and to allow for necessary preparatory and tidying duties associated with classroom management. A clear distinction should be maintained between duties undertaken during classroom hours as outlined in Circular 0032/2026, and those performed during reception and dispersal time. This period should be defined by the duties required to be performed rather than by a fixed duration of time.
- iii. **Learning and Development and School Community Time** as outlined in Circular 0032/2026

## 11 Post-Primary Sector School Year



11.1 SNAs employed in post-primary schools are required to work during the month of June in line with the provisions of Circular 0032/2026. The Employer or Principal will provide written notice, before the commencement of June, outlining the duties to be undertaken during that period. Any such notice will be provided within a reasonable timeframe.

## **12 Access to Training**

12.1 A fixed-term SNA shall be supported in their role through relevant training opportunities.

12.2 Such access shall not be confined to the days on which the fixed-term SNA would ordinarily be employed.

12.3 The SNA further agrees to undergo any training as may be required for their role.

## **13 Statutory and Non-Statutory Leave**

13.1 The terms and conditions of statutory and non-statutory leave entitlements for special needs assistants are set out in Circular Letters and Information Notes published on the Department's website [here](#).

13.2 The Employee shall familiarise themselves with the Department's policies and relevant documents.

13.3 All queries regarding leave should be brought to the attention of the Employer.

## **14 Termination of First Fixed-Term Contracts. Advertising of the Post and Certification Process**



- 14.1 All first/one year fixed-term contracts must be terminated at the end of the school year. While ending the fixed term contract the employer shall state the reason for doing so.
- 14.2 Where the post will exist for the following school year, it must be automatically re-advertised by the employer and a new recruitment process undertaken for the filling of the post for the second year. Therefore, the employer must terminate the contract and cannot provide a new fixed term contract to any SNA unless it advertises and interviews first.
- 14.3 In advertising the post, the employer must specify the nature and duration of the post.
- 14.4 If the employment is continuing for the following year, the SNA who held the relevant one year fixed term contract in the previous school year must be notified by the employer that the post is being advertised and be provided with the details of the application process.
- 14.5 With respect to such a post when the school advises the Department of its intention to place SNA on a new one year fixed term contract and add her/him to the payroll, the school must certify the following:
- the post had been advertised
  - interviews were conducted, and
  - the SNA was successful at interview
- 14.6 This appointment would mark the start of SNA's second year in the role.
- 14.7 The contract may be terminated in accordance with the Minimum Notice and Terms of Employment Act as amended.

## **15 Renewal of Contract**



15.1 Where an employer proposes to renew a fixed-term contract, having gone through the above recruitment process, the fixed term SNA should be informed in writing by the employer at the latest by the date of renewal of the objective conditions justifying:

- a) the renewal of the fixed-term contract, and
- b) the refusal to offer a contract of indefinite duration

15.2 The fixed-term contract will usually expire automatically, without the need for notice, at the end of the term specified in contract.

15.3 The *Unfair Dismissals Acts 1977 to 2015* will not apply to the termination of your employment by reason only of the expiry of this fixed term contract without it being renewed or the cessation of the purpose of the contract.

## **16 Successive Fixed-Term Contracts**

16.1 The fixed term SNA should not be employed on a series of fixed-term contracts indefinitely.

16.2 Successive fixed-term contracts are restricted, with a general limit of four years continuous service before entitlement to a contract of indefinite duration arises, subject to objective justification.

## **17 Notification of Permanent Vacancies**

17.1 Fixed-term SNAs must be notified of the existence of a permanent vacancy. Management authorities should note the provisions of the Protection of Employees (Fixed-Term) Work Act, 2003 whereby section 10.2 provides that the information regarding a vacancy “may be provided by means of a general announcement at a suitable place or undertaking or establishment”.



17.2 The method used to bring such posts to the attention of fixed-term SNAs, including those on leave of absence, shall be included in the written statement of terms of employment given to each fixed-term SNA. The methodology to be used is not prescriptive and may include use of, for example, any or all of the following:

- a) the employer's website,
- b) the school staff notice board,
- c) individual notification by letter post (e.g. to SNAs on leave of absence).

17.3 The objective is to ensure that the fixed-term SNA is notified in a timely manner of the post to be filled so as to provide the SNA with the opportunity to apply for the post should s/he wish to do so.

On the Employer headed paper

## **Appendix**

### **Fixed Term Contract of Employment to the Position of Special Needs Assistant in [Name of School]**

**Employer:**

**Employers Address:**

**Employee:**

**Employees Address:**

The Employer is prepared to offer you the temporary position of Special Needs Assistant in [INSERT NAME & ADDRESS OF SCHOOL]. This contract of employment ("**Contract**") sets out your terms and conditions in accordance with the Unfair Dismissals Acts 1977 to 2015 and the Minimum Notice and Terms of Employment Acts 1973 to 2005.

#### **1. Tenure**

1.1 Your appointment is on a [full time/part time basis].

1.2 The Employer agrees to employ the employee to a temporary position as a Special Needs Assistant. It will cease on (DD/MM/YY) or on reaching compulsory retirement age, unless earlier terminated in accordance with the provisions of this contract.

1.3 In accordance with Section 8 of the Protection of Employees (Fixed Term Work) Act 2003 the duration of this contract will be determined by the following objective condition/ground(s):

a) Arriving at a specific date (expected end date to be inserted if known)

*and/or*

b) The occurrence of a specific event whereby the purpose of the contract is to cover the period of absence of a substantive post holder for the

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period of their approved long term absence on statutory or other approved leave e.g., the end of cover in respect of maternity leave, parental leave, job sharing, work-sharing or other approved leave of absence. The reason for the contract is to cover the leave and will cease on the date where specified, or on the return from leave, resignation or retirement of the substantive post holder who remains the permanent post-holder of and is why no contract of indefinite duration will accrue.

1.4 In accordance with section 8 of the Protection of Employees (Fixed Term Work) Act 2003, this contract terminates on the basis of (a) / (b) above.

1.5 The Employer reserves the right to terminate your employment prior to the date of cessation on giving of the appropriate notice set down in the *Minimum Notice and Terms of Employment Acts 1973 to 2005*. The Employer also reserves the right to terminate your employment for stated reasons. In the event that you wish to terminate your employment prior to expiry of the contract you are required to provide [insert number of weeks] notice to the Employer.

1.6 In the event of serious misconduct the appointment may be terminated without notice.

1.7 The Employee understands that the *Unfair Dismissals Acts 1977 to 2015* will not apply to the termination of your employment by reason only of the expiry of this fixed term contract without it being renewed or the cessation of the purpose of the contract.

## **2. Probationary Period**

2.1 The probationary period will be for six months [or appropriate time considering duration of contract] from the commencement date specified above. Your performance will be subject to review during the probationary period. Probation may be extended in appropriate circumstances, where it would be in the interest of the employee and for a maximum period of 12 months, in accordance with the Terms of Employment (Information) Act 1994, as amended.

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- 2.2 If your performance is unsatisfactory during the probationary or extended probationary period, termination of this agreement within the probationary period shall be at the discretion of the Employer and in the event of such a termination you will receive one week's notice. Where you intend to resign from your employment during your probationary period you will be required to give the Employer one week's notice.
- 2.3 Where, in accordance with a specified provision, as outlined in Section 10(6) of S.I. No. 686/2022 - European Union (Transparent and Predictable Working Conditions) Regulations 2022, an employee is absent from work during the probationary period, such period shall be extended by the employer for the duration of the employee's absence.
- 2.4 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 may not be accepted as suitable. An SNA shall not be dismissed solely on the basis of illness or absence due to sick leave where such illness constitutes a disability within the meaning of the Employment Equality Acts 1998 - 2011.

### **3. Duties**

- 3.1 You shall carry out the duties prescribed as outlined in Circular 0032/2026 *The Role of Special Needs Assistants in recognised Primary, Post-Primary and Special Schools*. SNA duties are assigned by the principal, or another person acting on behalf of the principal, or their delegate and in compliance with all applicable laws, the policies of the school, and all applicable Departmental circulars, procedures and guidelines.
- 3.2 The specified duties are not an exhaustive or exclusive list of the Employee's duties. The Employee is required to comply with such instructions and directions as may be designated by the Employer and/or principal, or their delegate which are appropriate and consistent with those set out in Circular 0032/2026.

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3.3 The Employee further agrees to undergo any training (including but not limited to professional development) as may be required from time to time by the Employer.

#### 4. Location

4.1 You will normally carry out your duties at the school premises. You may be required to work in any location within the school premises or grounds.

4.2 From time to time, you may be required to perform duties away from the school premises, at such location as the Employer and the principal may reasonably require, to ensure that the needs of pupils/students are fully met.

4.3 Except at the discretion of the Employer and principal, you will not be compensated or reimbursed for any costs involved. You will be given as much notice of any alteration to your place of work as is reasonably practicable.

#### 5. Hours of Work and Breaks

5.1 The Working Hours comprise:

(i) **the school day:** as outlined in Circulars 11/95 (primary) and M29/95 (post-primary).

(ii) **reception and dispersal time:** a period determined locally by school management which occurs immediately before and after the school day. This time is intended to facilitate the orderly reception and dispersal of students and to allow for necessary preparatory and tidying duties associated with classroom management. A clear distinction should be maintained between duties undertaken during classroom hours as outlined in Circular 0032/2026, and those performed during reception and dispersal time. This period should be defined by the duties required to be performed rather than by a fixed duration of time.

(iii) **Learning and Development and School Community Time.** as outlined in Circular X0032/202

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5.2 Attendance during the School Day is from [ ] to [ ], Monday to Friday inclusive, with a lunch break from [ ] to [ ], during the School Year, subject to any variation required by the Employer and/or principal in the normal course of School business or otherwise permitted by the Employer and/or principal.

5.3 Breaks shall apply in accordance with the provisions of *The Organisation of Working Time Act, 1997 (as amended)*, the timing of which is at the discretion of the Employer and/or the principal.

5.4 [Delete for Primary Schools] SNAs employed in a post-primary school, are required to work for the month of June, in accordance with the provisions of Circular 0032/2026. Reasonable notice in relation to the duties to be carried out during the month of June will be provided to you by the Employer or the principal, in writing, before the start of June.

## **6. Garda Vetting**

6.1 You must maintain satisfactory vetting throughout employment with the Employer. Failure to do so will result in termination of employment. The Employer reserves the right to re-vet employees. All Garda vetting disclosures will be retained by the Employer in line with its Records Retention Schedule.

6.2 In addition, an employee who is convicted of any criminal offence (or given the benefit of the Probation Act 1907) must report that fact to their Employer within 1 business day of conviction, in order for an assessment to be conducted under Garda Vetting regulations. In certain circumstances this could have implications for his/her position of employment. Such information will be treated in strict confidence and no record of it will be kept unless the information is considered relevant to the official position of the employee.

## **7. Salary**

7.1 Your remuneration will be on the appropriate point of the relevant scale as advised by the Department of Education and Youth.

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7.2 The rate of total remuneration:

- a) may be adjusted from time to time, in accordance with Government pay policy as applying to public servants generally;
- b) may be revised from time to time by the Minister for Education and Youth with the consent of the Minister for Public Expenditure, NDP Delivery and Reform

7.3 The Department reserves the right to deduct from your salary any sums due to the school and/or the Department from you, and by signing this contract you hereby agree to any such deduction.

7.4 For the purposes of the *National Minimum Wage Act 2000*, as amended, your pay reference period is “*fortnightly*”. You may request a written statement of your average hourly rate of pay for any pay reference period as provided under Section 23 of the National Minimum Wage Act 2000.

7.5 You are required to report any perceived discrepancy (i.e. overpayment or underpayment) in your salary immediately to the Department’s Non-Teaching Staff (NTS) Payroll via the following link [Customer contact form](#).

7.6 Details regarding procedures in respect of overpayments are available on the Department’s website at: [www.gov.ie](http://www.gov.ie).

## **8. Social Security**

8.1 Social insurance contributions attached to this contract of employment are received by the Revenue Commissioners through the Pay-As-You-Earn (PAYE) income tax system.

8.2 Social Protection payments are provided by the Department of Social Protection.

## **9. Statutory Annual Leave/Public Holidays**

9.1 Statutory Annual Leave and Public Holiday entitlement for employees is regulated by the Organisation of Working Time Act, 1997 (as amended), relevant Department of Education and Youth Circular Letters. Section 21 of the Organisation of Working Time Act, 1997 caters for an employee’s entitlement to

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Public Holidays in the format, as determined by the employer. All statutory leave, excluding annual leave, will be granted in accordance with employment legislation and in accordance with arrangements authorised by the Minister for Education and Youth.

9.2 Employees who work less than full hours are entitled to Annual Leave on a pro-rata basis.

9.3 A whole-time SNA has a statutory annual leave entitlement of 20 days. Where an SNA is contracted to work part-time hours or job-sharing, their statutory entitlement to annual leave would be on a pro-rata basis. An SNA would have the actual benefit of paid leave at Christmas, Easter, Summer and any midterm school closures, which is more than the statutory annual leave entitlement of 20 days.

9.4 Additional Annual Leave is given in lieu of Public Holidays which occur while an SNA is absent on leave e.g. Sick Leave, Maternity Leave etc. These annual leave in lieu entitlements are taken on existing school closure days that occur during the relevant leave year.

## **10. Other Statutory and Non-Statutory Leave**

10.1 The terms and conditions of statutory and non-statutory leave entitlements for special needs assistants are set out in Circular Letters and Information Notes published on the Department's website [here](#).

10.2 Employees are advised to familiarise yourself with the details of these circulars and information notes.

## **11. Illness/Absence**

11.1 In the event of your absence for whatever reason, you should contact the principal or their delegate as soon as possible on or before the day of the absence in question.

11.2 The Public Service Sick Leave Scheme which applies to SNAs is regulated by the Public Service Management (Sick Leave) Regulations 2014, as amended.

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Information regarding sick leave, including relevant Circulars (which are subject to change from time to time), are available on the Department's website at:

[www.gove.ie](http://www.gove.ie).

## 12. Retirement and Pension

12.1 The terms of the [Public Service Superannuation \(Miscellaneous Provisions\) Act 2004](#), and the [Public Service Superannuation \(Age of Retirement\) Act 2018](#) and any amendment thereafter apply in relation to retirement age.

12.2 Membership of a public sector scheme is compulsory subject to the relevant rules of the scheme in question. The scheme of which you are member is determined by your previous public sector employment.

12.3 In general for a new entrant employed on or after 1 January 2013, you will be a member of the Single Pension Scheme, and the terms are provided for in the [Public Service Pensions \(Single Scheme and Other Provisions\) Act 2012](#)

12.4 For those employed in the public sector prior to 1 January 2013, you may be eligible for membership of the Pension Scheme for Special Needs Assistants. Further details of the Pension Scheme for Special Needs Assistants who are employed by a recognised primary, secondary or community & comprehensive schools is available in the [handbook](#).

12.5 Under Section 51 of the [Public Service Pensions \(Single Scheme and Other Provisions\) Act 2012](#) you are required to inform your employer of previous employment in the public service and/or if you are in receipt of a public sector pension.

12.6 Additional information on the Pension Schemes can be accessed [here](#).

12.7 If, having consulted the Department's website, you still require further clarification on any aspects of pensions, please use the [customer contact form](#) or write to: Pension Unit, Department of Education & Youth, Cornamaddy, Athlone, Co. Westmeath, N37 X659

## 13. Confidentiality

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13.1 The employee shall not disclose any confidential information obtained in the course of employment, particularly relating to individual students or staff.

13.2 Breach of this clause will be considered a material breach of this contract, and if it arises during the course of your employment, shall be a potentially serious misconduct issue for disciplinary purposes.

#### **14. Grievance and Disciplinary Procedures**

14.1 The Employer encourages staff at all levels to develop channels of communication and working relationships that will prevent or minimise grievances, with the aim of creating an environment in which any differences arising can be resolved informally.

14.2 Arrangements to address grievance and disciplinary procedures are as set out in the relevant circulars for SNA's in recognised primary and post-primary schools which are available on [www.gov.ie](http://www.gov.ie).

14.3 Separate Grievance and Disciplinary procedures are in place for staff in the ETB sector which are available [here](#).

14.4 The Employer is committed to a policy of equal opportunities in accordance with the Employment Equality Acts 1998-2021. Discrimination on the grounds of gender, civil status, family status, age, religion, sexual orientation, race or nationality, disability or membership of the Traveller community is strictly prohibited. Breach of this clause by an employee will be considered a material breach of this contract, and if it arises during the course of your employment, shall be a potentially serious misconduct issue for disciplinary purposes.

#### **15. Suspension From Employment**

15.1 In the event of suspected or alleged misconduct and after full consideration of the necessity for it pending a full investigation, you may be suspended with pay in order for the Employer to consider and investigate the allegation and decide what action or procedure it would be appropriate to adopt. Suspension in these circumstances is not a predetermination of any investigation or other process.

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15.2 A Suspension must be for a specific purpose and will only be used only to facilitate the conducting of an investigation and any resultant disciplinary process, to prevent further occurrences of the conduct, to protect evidence or to protect an employer's reputation

## **16. Termination of Contract**

16.1 The fixed-term contract will usually expire automatically, without the need for notice, at the end of the term specified in contract.

16.2 The Unfair Dismissals Acts 1977 to 2015 will not apply to the termination of your employment by reason only of the expiry of this fixed term contract without it being renewed or the cessation of the purpose of the contract.

16.3 Either party may terminate this Agreement before the expiry of the fixed term by providing the other party with written notice in accordance with the provisions of the Minimum Notice and Terms of Employment Acts 1973–2005.

16.4 The employer reserves the right to discipline any SNA up to and including immediate dismissal in the case of serious misconduct.

16.5 The Employer acknowledges its obligations under the Employment Equality Acts 1998 - 2011 and confirms that an Employee shall not be dismissed solely on the basis of illness or absence due to sick leave where such illness constitutes a disability within the meaning of the Acts.

16.6 The Employer shall take all reasonable steps to provide appropriate measures or reasonable accommodation to enable the Employee to continue in employment, unless the provision of such measures would impose a disproportionate burden on the Employer.

## **17. Post-Termination Obligations**

17.1 On termination of your employment, you will forthwith return to the school in accordance with its instructions all equipment, correspondence, records, software, notes, reports and any other documents and any copies thereof and

On the Employer headed paper

any other property belonging to the School, which are in your possession or control.

## **18. Collective Agreements**

18.1 These arrangements in this Contract are subject to collective agreements arrived at from time to time and which cover your category of grade within the Education sector.

18.2 The terms and conditions of this employment may be revised in accordance with direction from the Minister/Department of Education/or national collective agreements applicable to this category of staff. Such relevant changes shall apply to this contract and be issued to staff.

## **19. Health and Safety**

19.1 All staff have a legal obligation in relation to safety, health and welfare at work in accordance with the employees' duties under Section 9 of the Health, Safety and Welfare Act, 2005 and are required to follow the school's policy and rules relating to health and safety, and the guidelines contained in the Safety Statement which is available upon request from the school principal.

## **20. Employee Assistance Service (EAS)**

20.1 The EAS is a confidential employee-support service designed to support employees to resolve personal or work-related concerns through telephone support, specialist information and telephone or face-to-face counselling where appropriate. A free 24/7 counselling service is available for all employees. Further information and contact details are available [here](#).

## **21. Data Protection**

21.1 The Employer/school will collect, retain and process personal data (including sensitive personal data) about you on computer and in manual files/paper files. This data will only be used to efficiently manage the business of the Employer/school; so that we can monitor compliance with the law and best

On the Employer headed paper

practice; for staff administration purposes and for other legitimate purposes consequent to your employment.

21.2 For these purposes, it may be from time to time necessary to disclose relevant personal data to third parties, including (but not limited to) payroll processors, the National Vetting Bureau, An Garda Síochána, pension brokers/trustees, or insurers. It may also be necessary to process data in order to comply with any legal or regulatory obligations.

21.3 The Employer will process all personal data in accordance the *Data Protection Acts 1998 and 2018*, and the *General Data Protection Regulation*. Should your personal circumstances change, you should notify the Employer immediately of any changes in your personal data.

## **22. Data Protection Obligations of Employee**

22.1 You shall comply with the provisions of the Data Protection Acts 1988 - 2018 and General Data Protection Regulation, and any regulations made thereunder or amending or subsequent legislation, in respect of personal data (including your sensitive personal data) about pupils on computer and manual /paper files under your control/to which you have access, in the course of employment.

22.2 You will be required to undertake the mandatory training as directed by the Employer and/or the principal in respect of your obligations under the Data Protection Acts 1988 - 2018 and the General Data Protection Regulation. Please refer to the principal for further details.

## **23. Internet and Email Policy**

23.1 The school's Internet and Email Policy are set out in the school website/on request from the school. You should read the document and familiarise yourself with the Policy. Breach of this Policy is a serious disciplinary matter.

## **24. Phone Usage Policy**

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24.1 The employee must adhere to the school's phone usage policy. It is available on the school website or upon request. Breach of this policy is a serious disciplinary matter.

## **25. Records/Property**

25.1 All records, paper documents or other material, whether stored electronically or hard copy, are the property of the school. It is prohibited to make or keep any copies or extracts of such records, paper documents or other material. No records/property may be removed from the school premises without the prior written consent of the principal. Any property/records removed shall be returned to the school upon request, and, in any event, upon the termination of your employment, in compliance with clause 16.

## **26. Variation**

26.1 The contract will be varied by the issuing of legislation, circular letters, and national agreements as set out in clause 18. New contracts will not be issued on foot of such variations.

## **27. Governing Law and Jurisdiction**

27.1 This Contract shall be governed by and in accordance with the laws of Ireland and the courts of Ireland which will have exclusive jurisdiction to deal with all disputes arising from this Agreement.

27.2 Current terms and conditions for SNA staff are outlined in various circulars available [here](#) and must be adhered to by Employers.

On the Employer headed paper

Employee: *"I undertake to fulfil all of the duties of the post to the best of my knowledge and ability and further warrant that all statements which I have made in application for this appointment are true and correct."*

*If you are satisfied with these terms and conditions, you should sign the attached duplicate contract where indicated and return by agreement.*

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**on behalf of the Employer**

**Dated [ ] day of 20[ ]**

*I have read, understood and confirm that I accept employment with the School subject to the terms and conditions referred to above.*

Signed: \_\_\_\_\_

**Employee**

Date: \_\_\_\_\_

**Transmission to Employee**

This statement is being transmitted to the employee by the following method or methods:

On paper	
In electronic form	
On paper and electronic form	