



## **Parental Leave Arrangement for Week on / Week off Arrangement**

### **Introduction**

**This policy sets out the operation of Parental Leave Arrangement for Week on / Week off Arrangement** in St. Francis Special School. This policy was developed by the teaching staff and the Board of Management of St. Francis Special School. The policy complies with the Parental Leave Arrangements for Teachers Employed in Recognised Primary and Post Primary Schools which is available to download on [www.education.ie](http://www.education.ie). This policy should be read and understood within the context of legislation relating to the Parental Leave Scheme for Teachers.

### **Rationale**

Primary school teachers are entitled to apply for parental leave to assist them in combining work with personal responsibilities and choices. This policy is specific to the needs of St. Francis Special School.

### **Aims**

- To ensure compliance with relevant legislation relating to the implementation of the parental leave for Primary Teachers
- To ensure educational progress of pupils is not affected by the parental leave arrangement
- To ensure the continued effective operation of the school where a parental leave arrangement exists
- To inform staff members of their duties in relation to the parental leave scheme in St. Francis Special School
- To clarify issues in relation to the Job Share Scheme for Primary Teachers

### **Eligibility**

A teacher may apply for parental leave where he/she;

- is registered with the Teaching Council and
- holds a full time permanent post for the following school year

Teachers are expected to secure their own suitably qualified partner with whom they are confident they can plan, collaborate and work professionally with, during the duration of the arrangement.

### **Applying for parental leave arrangement in St. Francis Special School**

Teachers wishing to use this arrangement must apply to the Board of Management using the appropriate application

form (Application Form for Job Sharing from Circular 0054/2019) before 1<sup>st</sup> February prior to the commencement of the school year in which they wish to begin job sharing. A personal letter to support their application may be desirable when presented to the Board of Management.

A teacher who wishes to extend his/her arrangement must apply for the extension on an annual basis.

Each application will be considered by the Board of Management on its own merits within the context of St. Francis Special School. The Board of Management is under no obligation to approve an Arrangement and can as it sees fit, refuse some or all applications at its own discretion. The decision of the Board of Management is final.

The Board of Management will issue written notice of approval/refusal by 1<sup>st</sup> March.

### **The partners will keep a record of a 'Plean Oibre' An Plean Oibre**

The Plean Oibre must address:

- the need for continuity,
- the need for planning for an agreed methodology
- an agreed approach to school related matters.

The Plean Oibre should also provide for the use of the combined talents of both teachers as well as assigning responsibility.

The Plean Oibre should comply with school policy outlined in the Plean Scoile.

The Plean Oibre should outline the frequency of out-of-school meetings between the applicants to plan and discuss their work.

The Plean Oibre should also address the need for continuity in the case of brief absences (as job sharing teachers cannot substitute for each other).

The Plean Oibre should also outline the availability of the teachers for relevant staff meetings and for relevant meetings with parents (Parent Information Evenings, Parent/Teacher Meetings, ½ In ½ Out staff meetings, additional Public Service Agreement hours).

Boards should be satisfied that the Plean Oibre adequately addresses all of the key issues outlined above.

The Principal will be centrally involved in all stages of the planning of the job sharing arrangement, including approving the Plean Oibre.

### **Duties**

The partners will establish appropriate communication processes which must be approved by the Board of Management. The method of communication may be electronic or hand written but a copy must be available to the Principal at all times. The teachers will work on the basis of week on week off or a split week in accordance with the wishes of the Board of Management. Both teachers shall attend all staff meetings, School Development Planning and in-service training. Both teachers will attend Parent/Teacher meetings and complete End of Year Reports together. Partners will complete additional hours under the Public Service Agreement/Croke Park and fulfil supervision duties on a pro rata basis.

### **Posts of Responsibility**

If the Deputy Principal is approved he/she must relinquish his/her post of responsibility and the appropriate allowance for the duration of the arrangement.

A Teacher may retain his/her post of responsibility allowance provided the Board of Management decides that the duties of the post can be performed in full.

Where an employer decides that it is not possible for the teacher to perform the full duties of the Middle Leadership role post an acting AP1 AP2 Teacher may be appointed and the allowance will be shared equally between the two teachers (i.e. the acting post holder and the other teacher.) The allowance shall be restored to the actual post holder on resumption of fulltime duties.

The acting post holder will not establish personal title to the allowance and will relinquish same when the teacher resumes full time duties.

### **In Service/School Planning Days**

Parental leave teachers in primary schools are required to attend courses/school planning/ in-service days on days they are not due to teach shall be granted leave in lieu for such days. Leave in lieu will not be granted where the teacher's attendance on such days is part of the additional hours commitment under the current Public Service Agreements.

Where leave in lieu is to be granted, confirmation of attendance at the course/school planning day should be submitted in writing to the employer for input on the OLCS where appropriate. Substitution for such days is not paid by the Department.

### **School Communications and Decision Making processes**

It is the responsibility of each staff member to stay informed during any absence including sick leave, parental leave, job sharing or any leave outlined in circular 54/2019. Teacher partners should keep notes for their partner and from staff meetings, newsletters, updates from the principal, BoM, Dept. of Education etc. Similar to BoM procedures, decisions are reached by consensus by the members in attendance at meetings. Where possible, staff should attend meetings to have input into decisions reached.

### **Extra Personal Vacation Days**

Teachers in a parental leave arrangement in St. Francis Special School may not take EPV Days as the substitute teacher covering the other class can not be paid through the OLCS.

### **Classroom Planning**

Teachers are expected to complete termly and fortnightly plans of work along with the Cuntas Miosúil at the end of each month. Plans of work and the Cuntas Miosúil must be presented to the Principal in a timely manner at the end of each month. Teachers must also prepare a weekly timetable and present a copy to the principal. A copy of the timetable must be kept in the Substitute Information Folder. Teachers are required to maintain a diary in which records of progress, behaviour issues, meetings with parents, payments of money, friendship concerns and all other relevant events must be noted. Both teachers will be mindful of Assessment its important place in pupil progression.

~~Not applicable to St. Francis Special School—In the case of a Special Education Teacher, School Support Files will be completed in September and reviewed again in February. Weekly schemes are to be completed to support such files. Necessary individual and class assessments will be completed throughout the year by the Special Education Teacher.~~

As a general principle, both teachers will display significant flexibility in relation to the class's participation in school events so they will continue without interruption.

### **Termination**

The arrangement of the arrangement may be terminated at any time if it is not operating in the best interests of pupils and a decision on this will be made by the Board of Management.

### **Class Levels/Teaching Duties**

The welfare and educational needs of the children will take precedence over all other considerations in deciding the teaching duties assigned to partners. The decision of the Principal is final in assigning teaching roles/class allocations to teachers.

## **Informing Parents**

As soon as a Board of Management has decided to allow the arrangement and classes have been allocated, parents should be informed that their child(ren) would be taught by sharing teachers in the relevant school year. The Board will notify parents at the earliest possible opportunity by way of an email from the Principal/Board of Management.

## **Handover arrangements between teachers**

Both teachers will meet/speak for a sufficient period of time at the end of each teaching shift to discuss and prepare the necessary handover. The Principal/Deputy Principal will be available to the job-sharers if necessary. It is the responsibility of the teachers to convey any communications made to the staff at staff meetings or additional Public Service hours etc. to their partner. A log with this communication is available to the Principal at all times.

## **Evaluation**

There will be ongoing evaluation of all aspects of the arrangement. The Principal will report to the Board of Management once each term regarding the implementation of the arrangement in St. Francis Special School in the 2023/2024 School Year.

## **1. Parental Leave Arrangement**

1.1 The purpose of the Scheme is to assist teachers in combining work commitments and personal responsibilities/choices.

1.2 For the purposes of this Chapter;

a) A wholetime teacher means a teacher who is contracted for:-

i) 28 hours 20 minutes per week in a Primary School or

## **2. Eligibility**

2.1 A teacher may apply for an arrangement where he/she meets the criteria set out in Chapter 5 of Circular 54/2019.

a) holds a post for the following school year which is equivalent to or over 50% of a wholetime teacher (i.e. 14 hours 10 minutes per week in the case of a Primary teacher or 11 hours per week teaching in the case of a Post Primary teacher).

**The arrangement is not available to the following:**

- i. Primary: Principal, Home School Liaison Co-ordinator, teacher on secondment
- ii. Post Primary: Principal, Deputy Principal, Home School Liaison Coordinator, teacher on secondment

2.2 A teacher on a Career Break or other approved leave of absence may apply to resume teaching duties on a the same basis.

**3. Duration of the Arrangement**

3.1 The minimum period for an arrangement is one school year.

3.2 In exceptional circumstances, an employer may authorise an arrangement to commence during the course of the school year and to terminate no earlier than the end of the same school year i.e. 31stAugust.

**4. Operation of the Arrangement**

4.1 It is a matter for the employer to decide the Job-Sharing arrangement(s) which it is prepared to endorse e.g. week on/week off, split week.

4.2 In the case of Primary schools, the employer, having approved an arrangement, should inform parents, at the earliest opportunity by way of an email from the Principal/employer and the teachers that their child(ren) will be taught by teachers in this arrangement in the relevant school year.

4.3 In exceptional circumstances, the employer may permit a teacher to withdraw from the arrangement and return to his/her original teaching post earlier than expected if he/she can be accommodated within the approved staffing allocation, subject to contractual arrangements. However, such an application may not be considered beyond 1<sup>st</sup> November.

## **5. Application Procedures**

5.1 A teacher seeking to avail of this arrangement must submit, on an annual basis, the completed Application Forms for parental leave, to his/her employer not later than 1st February prior to the school year in which he/she proposes to commence or (in the case of a teacher wishing to extend an existing arrangement) continue an arrangement.

5.2 Each application must be considered on its own merits by the employer within the context of the school's policy on teacher absences.

5.3 The employer must issue a decision in writing to approve or refuse the application (including the basis for refusal, where applicable), to the teacher no later than 1st March. The decision of the employer is final.

5.4 Taking account of the extent of arrangements to be put in place by the employer to cater for an arrangement, the teacher should not be permitted to withdraw his/her application after 14th April, or from once the replacement teacher's contract has been signed, whichever happens first.

## **6. Notification and Recording of Leave**

6.1 The employer must list the names of all teachers availing of arrangements on the annual Change of Staff form/relevant ETB system.

## **7. Pay Arrangements**

7.1 A teacher will receive, where applicable, remuneration equal to the weeks worked.

## **8. Status while on the arrangement**

8.1 Each year of service given, will reckon as one year of service for promotion and incremental purposes.

8.2 Employers shall ensure that appropriate communication processes are in place between teachers sharing a post in order for them to fulfil the responsibilities of the post.

8.3 A teacher must be available for relevant staff and parent meetings in accordance with school policy and agreements.

8.4 The obligation to provide additional hours under the existing Public Service Agreements is pro-rata for teachers who are Job Sharing.

## **9. Replacement Teacher**

9.1 The position of a replacement teacher must be filled in accordance with rules for teacher recruitment. He/she shall be offered two specified purpose contracts, one for each teacher.

9.2 Such a contract must include a condition that the contract will terminate if the teacher resigns, retires or returns to full-time employment (provided this return to full-time hours takes place prior to 1st November and can be accommodated as outlined at paragraph 5.5).

9.3 The replacement teacher may apply for any available hours including substitution in any school up to the maximum of a whole-time post.

## **10. Employment while on the arrangement**

10.1 A teacher may not

- a) engage in any substitute teaching
- b) act as a special needs assistant in the school in which he/she is employed or any other school
- c) engage in paid employment without the consent of the employer. The employer will not approve outside employment where a conflict with the teacher's current role exists.

## **11. Leadership and Management Posts**

11.1 The entitlement to fill a Leadership and Management Post and/or appointment to and payment in respect of Acting Leadership and Management Posts will be in accordance with relevant Department publications and/or other regulations.

11.2 The employer should keep the operation of Leadership and Management posts held by teachers under review to ensure responsibilities are adequately discharged.

11.3 Primary

- a) Where a Primary school Deputy Principal is approved for an arrangement he/she must relinquish his/her Leadership and Management post and the appropriate allowance for the duration of the Job Sharing arrangement.
- b) An Assistant Principal I or Assistant Principal II may retain his/her Leadership and Management post allowance provided the employer decides that the roles and responsibilities of the post can be performed in full.
- c) Where an employer decides that it is not possible for the teacher to perform the full roles and responsibilities of the Assistant Principal I or Assistant Principal II post, an acting Assistant Principal I or Assistant Principal II may be appointed, and the allowance will be shared equally between the two teachers (i.e. the acting post holder and the teacher). The allowance shall be restored to the actual post holder on resumption of full-time roles and responsibilities.
- d) The acting post holder will not establish personal entitlement to the allowance and will therefore relinquish same when the teacher resumes full-time roles and responsibilities.

e) Where an acting Leadership and Management post is warranted, the filling of such a post will be subject to the terms as directed from time to time by Department Circulars.

### **Other Leave**

#### **Leave of absences included under 'Other Leave'**

##### **Type A**

- Adoptive Leave
- Assault Leave
- Carers Leave
- Maternity Leave
- Paternity Leave
- Unpaid Leave

##### **Type B**

- Brief Absences
- Extra Personal Vacation Days
- Sick leave

##### **Type A Leave**

- All of the above 'Type A' leaves will be subject to their relevant circulars as per the Department of Education & Skills website ([www.education.ie](http://www.education.ie))
- They require direct notification to the Board of Management

##### **Type B Leave**

- All of the above 'Type B' leaves will be subject to their relevant circulars as per the Department of Education & Skills website ([www.education.ie](http://www.education.ie))
- They require direct notification to the Principal

#### **Limitations of sanctioning of career breaks, job-sharing & other leave**

- As a general principle every effort will be made by the Board of Management to facilitate applications for career breaks, job-sharing and other forms of leave from members of the teaching staff
- The maximum number of teachers on leave (including career break, exchange, job sharing, parental, secondment and Type A 'Other Leave') in any school year shall not exceed one quarter of the teaching staff. Exceptions to this quota may be made where specific personal/family circumstances prevail. In the event of applications exceeding one quarter of the staff, leave will be granted on a rotating basis for one year at a time on a first in first out basis.



- The maximum number of SNAs on leave (including career break, job-sharing and Type A ‘Other Leave’) in any school year shall not exceed one quarter of the SNA staff. Exceptions to this quota may be made where specific personal/family circumstances prevail
- Where the number of applications for any form of long-term Leave (including the extension of existing arrangements) exceed the available quota, such applications will be considered on their merit by the Board of Management. The Board of Management may enlist the help of an independent assessor/advisor

### Success Criteria

Our Career Break, Job-sharing & Other Leave Policy will be seen to be working well when;

- we receive positive feedback from members of the school community
- the school community are clear about and are committed to the principles are outlined in this policy and correct procedures are being implemented
- develop and maintain a policy statement specific to the needs of the school in relation to the approval of career breaks, job-sharing and other leave the welfare and educational needs of the pupils takes precedence over all other considerations in relation to the sanctioning of career breaks, job-sharing and other leave
- the sanctioning of career breaks, job-sharing and other leave have due regard to the capacity of the school to meet its obligations to its pupils and a reasonable limit to the number of its teaching/SNA staff that may be absent on career break or on leave at any one time is applied
- clarify the school’s procedures in relation to career breaks, job-sharing and other leave

### Roles and Responsibility

The Board of Management, Principal, teachers and SNAs all have a role and a responsibility in successfully implementing this policy.

The policy will be monitored and evaluated on an ongoing basis.

### Review and Ratification

This policy was ratified by the Board of Management of St. Francis Special School\_\_\_\_\_.

The policy will be reviewed regularly in the light of experience. It will be reviewed by the full staff and Board of Management every two years. Next review of this policy will occur during the school year of 2022/2023.

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

Chairperson of Board of Management

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

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

Principal

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