



Circular 0066/2010

**To: The Managerial Authorities of Recognised Primary, Secondary,
Community and Comprehensive Schools
And
The Chief Executive Officers of Vocational Education Committees**

FÁS Work Placement Programme

1. The Public Service Agreement 2010-14 provides that there will be full support in the Civil Service and State agencies for programmes and initiatives to support and assist the unemployed, including the FÁS Work Placement Programme (WPP).
2. The WPP is now being launched in the Civil Service, State agencies and other public service bodies. Schools are permitted to participate in the programme. It will allow a school to apply to take on one or more people for a work experience placement for 25-40 hours a week for a minimum period of 2 months and a maximum period of 9 months. The intention is to assist people who are unemployed to retain their skills levels and/or secure work experience that will assist them in finding employment.
3. **It is a condition of the programme that any placements should not displace an existing member of staff or be used to fill a vacant post and each school must sign a declaration to this effect.** Accordingly, the programme cannot be used to fill posts covered by the moratorium.
4. In considering appropriate tasks, a school should remain aware that it will not be possible to extend the programme beyond the agreed period and, accordingly, there should be no expectation that a person will be retained beyond the duration of a placement nor will additional resources be made available to a school to continue a task of work beyond the duration of a placement. Schools may use the WPP to engage teachers registered with the Teaching Council, including newly qualified teachers subject to part 3 of this Circular. Where a registered teacher is engaged under the WPP he or she may be deployed to undertake normal teaching duties in a school if the Board of Management/VEC consider this appropriate and can make suitable arrangements. Schools may also use the WPP to engage people in non-teaching roles and they should consider non-teaching graduates who may have valuable skills from which a school could benefit.
5. Any person proposed to be engaged by a school under the WPP will be subject to vetting by An Garda Síochána. Schools should, therefore, tick the “Yes” box to the question “Will Garda Vetting be required” in Part B of the [WPP Provider Application Form](#).

6. To become a provider of a work placement a school should apply directly to FÁS using the appropriate form. The [Placement Guidelines for Work Placement Programme /Guidelines for Completing Provider Application Form](#); the [Placement Agreement Form](#) and the [Placement Q&A](#) may be of assistance. You will note that the "Guidelines for Completing Provider Application Form" state that, for non-commercial public bodies, each application must be accompanied by written approval from the parent department for each placement for which they apply. Please note that this Department has informed FÁS that recognised schools are free to recruit people under the WPP and, accordingly, it is not necessary for a school to seek approval from the Department when applying to be a provider.
7. As you may be aware, the Renewed Programme for Government provides for the taking on of 1,000 third and fourth level graduates to provide additional capacity and skills across the public service and to provide valuable work experience. In line with this commitment, you are specifically urged to facilitate the placement of graduates. In this regard please note that the programme will not displace existing graduate placement programmes.
8. Please contact FÁS (www.fas.ie) for further information on this matter.
9. This circular can be accessed on the Department's website www.education.ie

Dalton Tattan
Teacher/SNA Terms and Conditions
Department of Education and Skills
29 November 2010

FÁS Work Placement Programme

Guidance in relation to placements in Schools

1 Introduction

The following is a summary of the terms and conditions which will apply to participants on the FÁS Work Placement Programme (WPP) who are placed in a school. It does not cover all aspects of placement, some of which will be subject to agreement with local management. This summary does not constitute a legal interpretation of the work experience placement.

1.1 Confidentiality

Participants should not discuss or disclose confidential information about their work or the work of any section of the school in which they are placed. This extends to the publication of any information touching on the work of the school which was obtained while on the placement.

2 Placement Management

The placement will be managed in a structured and planned way. The area(s) of activity in which the placement is offered and the element of experience which participants should gain will be clearly outlined at the outset of the placement. There will be monitoring of progress and achievement.

2.1 Ongoing Management of Placement

In addition to ongoing informal dialogue between the participant and manager, there will be a progress report after the first two months of the placement (FÁS provide a template report).

2.2 Final Placement Report

The placement will conclude with a report by the participant and the manager. This report will identify the experience gained during the placement.

3 Payments

3.1 Retention of Social Welfare Entitlements

There is no payment of salary or allowance in respect of placements of participants on the programme. The terms of the programme are that participants must be registered with FÁS. Applicants who are in receipt of certain social welfare payments (see FÁS website for details) for three months may be able to retain their payment and entitlements while on placement provided this is approved in advance by the Department of Social Protection (applicants should establish their eligibility in this regard before they apply for a placement in the school).

4 Attendance

4.1 Hours of Attendance

Details of the attendance pattern required of participants will be agreed with local management.

4.2 Extra Attendance

It is not envisaged that participants on the WPP will be required to provide extra attendance. Where extra attendance does arise, time off in lieu may be agreed with local management.

4.3 Absence

Participants on the WPP should notify their local manager if they are ill or otherwise unavailable for work.

Participants in receipt of payments from the Department of Social Protection should notify that Department within the required time limits and to comply with whatever requirements are laid down by that Department as a condition of claiming benefit.

5 Expenses

In general, it is not envisaged that travel or other expenses should arise in the course of a placement. If in exceptional circumstances it is necessary for a participant to be absent from home and headquarters, s/he may be reimbursed vouched travelling expenses subject to the approval of the Chairperson of the BOM/ CEO of the VEC and in line with school norms.

6 Outside Activities

6.1 Conflicts of Interest

Participants on the WPP may not engage in, or be connected with, any outside business or activity which would in any way conflict with the interests of the school in which they are placed, or be inconsistent with their official positions, or interfere with the performance of their duties.

If a participant is in doubt about the propriety of engaging in a particular outside activity s/he should consult the Chairperson of the BOM/ CEO of the VEC.

A participant in the programme must not use his/her placement to try to influence a decision on some matter concerning himself-herself or any other person.

Department of Finance

2 July 2010

(Amended Teacher/SNA Terms & Conditions, November 2010)

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Q&A

General Scheme

Q. Is a person on a placement an Employee? If so, who is the Employer?

A. A person on a placement is not an employee of the BOM/VEC. As the relationship involves a placement for a defined period, rather than employment, the issue of an employer and gaining employment rights does not arise.

Q. What type of arrangement should pertain in regard to ‘terms and conditions’ of the placement?

A. The terms and conditions of the placement are provided for in the FÁS materials and the draft placement agreement. A person taking up a placement in a school should be made aware of the terms and conditions as provided for in the FÁS materials on taking up that placement.

Q. How would issues of disciplinary nature and grievances be dealt with by schools?

A. As the person is not an employee of the school, disciplinary and grievance procedures applicable to teachers and/or other staff would not be appropriate.

The placement agreement should provide for termination of a placement by the school or the person in the placement. The draft placement agreement includes the following lines:

- *School* reserves the right to terminate your placement prior to the date of cessation on giving of one week’s notice. *School* also reserves the right to terminate your placement for stated reasons, including termination without notice in the event of serious misconduct.
- You (person in placement) may terminate the placement on giving of one week’s notice. However this requirement can be waived where both parties are agreeable
- In the event of the placement being terminated no remuneration or compensation will be payable

Q. How would insurance issues be dealt with by schools?

A. A person on a placement is not an employee of the BOM/VEC. However, the school would owe a duty of care to a person on a placement. If they suffered an injury (or someone else in the school suffered an injury as a result of their acts/omissions done within the scope of their placement) the school could be held liable.

In terms of such liability, under the declaration that a potential provider must sign as part of their application to participate in the WPP the following applies:

- The business’s/ public service body’s Public/Employers Liability insurance and Motor Insurance, if applicable, will cover any participants on this programme
- The business/ public service body is fully compliant with current workplace health and safety and all other legal requirements
- The business/ public service body is a legal entity.

Q. Are there any measures in place in relation to the administrative requirements of the programme on schools?

A. Schools may apply to FÁS for placements that may be of benefit to the school. The BOM/VEC should take cognisance of the administrative requirements of the scheme, e.g. monitoring and evaluation when considering whether to apply for a placement allocation.

Q. Are there any measures in place in relation to any additional financial expenses that a school may undertake in relation to the WPP?

A. Schools must meet the costs relating to any placement from their existing funds, e.g. any materials that may be required for a person on a placement to carry out the tasks required and any additional agreed expenses that may be accrued by that person in carrying out the task.

Q. Could the WPP allow for the replacement of school employees who are let go or who have their hours reduced?

A. The provisions of paragraph 3 of the circular prohibit the use of the WPP to replace existing/reduced staff.

Q. What level of detail is required in the FÁS progress reports?

A. Please contact FÁS (www.fas.ie) in relation to this matter. It is not envisaged that any reporting requirements would necessitate reference to individual pupils in a school or any other matters that may involve data protection issues in a school.

Q. How does part c, c(i) and c(ii) of the WPP Provider Application Guidelines in relation to redundancy apply to schools?

A. Schools must declare that they have not made any person redundant in the last three months OR that any redundancies have not directly displaced an employee and account for less than 5% of employees.

If a provider cannot meet the criteria set out for participating in the programme, then they cannot apply.

Q. Where do I find further details?

A. Further details, hints and tips for Providers and application forms may be found on the FÁS website under [employers]-[Work Placement Programme].

<http://www.fas.ie/NR/exeres/CC32A3FE-B1CC-4F90-BDFE-D56B7C5EE021.htm>

Scheme as applied to Teaching/SNA Placements

Q. Can a registered teacher be engaged as a paid substitute teacher as well as being a participant in the FÁS Work Placement programme?

A. Where a person on placement chooses to take up paid employment, such a substitute work, with the same employer then they forfeit their placement - a person cannot be an employee with the same school with which they have a placement.

However, part time employment in another school may be possible, subject to meeting the other requirements for the placement. These requirements include an obligation to work full-time for a minimum of 25 hours per week as part of the work placement.

In addition, if an individual is in receipt of a social welfare entitlement this may also have implications for any entitlement to retain social welfare payments as they would be means-tested as a result of the income they are receiving for substitute work. This is a matter for the Department of Social Protection

Q. Would registered teachers who take up a placement in a school be entitled to incremental credit?

A. There would be no incremental credit implications for service under the Work Placement Programme. In order to receive incremental credit teachers, and S.N.A's, must be fully qualified for the service given and be in receipt of salaries for the service i.e. paying tax & P.R.S.I.

Q. Would registered teachers in a placement be eligible for panel rights?

A. The terms and conditions of the placement are provided for in the FÁS materials. As the person is not an employee of the school, terms and conditions applicable to teachers would not be appropriate, including panel rights.

Q. Could the WPP allow a registered teacher to be assigned to an LS/RT post?

A. The provisions of paragraph 3 of the circular prohibit placements that displace an existing member of staff or fill a vacant post and each school must sign a declaration to this effect.

Q. Would a registered teacher be assigned to a classroom stream to work with specified teachers in a team teaching capacity role to gain experience, etc?

A. The terms of the placement would be specified by each individual school as deemed appropriate by the BOM/VEC.

Q. Would a registered teacher in a placement be able to undertake normal teaching duties?

A. A registered teacher in a placement may undertake normal teaching duties where the BOM/VEC consider this appropriate and can make suitable arrangements.

It is recommended that the BOM/VEC carefully consider the following if applying for a teaching placement: -

- The provisions of paragraph 3 of the circular prohibit the use of the WPP to replace existing/reduced staff.
- The provisions of the WPP allow for ending of the placement on receipt of one weeks notice by either party.

Q. Would a registered primary teacher in a placement have the opportunity to complete the service and professional competence aspects of the primary probationary process during that placement?

A. In the event that newly qualified primary teachers in a placement can meet the conditions associated with the operation of the primary probationary process, as outlined in circular 58/2010, there will be nothing to preclude them from applying to be probated.

FÁS Work Placement Programme Form

Full name and address of school:

Name and home address of Participant:

PPS Number of Participant: _____

Letter of Offer for participation in the FÁS Work Placement Programme in *name of school*

I am pleased to offer you a X month work placement under the FÁS Work Placement Programme in *name of school* on the following terms and conditions with effect from _____.

General

1. The placement is temporary, it is not a school position and it carries no entitlement whatsoever to appointment in *name of school*, by way of limited competition or otherwise. It is offered in accordance with the general guidelines and conditions of the FÁS Work Placement Programme.

Terms

2. *Name of school* reserves the right to terminate your placement prior to the date of cessation on giving of one week's notice. *Name of school* also reserves the right to terminate your placement for stated reasons, including termination without notice in the event of serious misconduct.

3. You may terminate the placement on giving of one week's notice.
However this requirement can be waived where both parties are agreeable.

4. In the event of the placement being terminated no remuneration or compensation will be payable.

Duties

5. You will be required to perform any duties which may be assigned to you from time to time as appropriate to the work placement. Details of the areas of activity in which the placement is offered are outlined in the FÁS Work Placement Provider Application Form. The

