

PRIMARY CIRCULARS 10/03, 11/03, 12/03 & 5/03

(Primary Circulars 10/03, 11/03, 12/03 amends Circulars 6/01, 7/01 & 8/01)

# Career Breaks, Job Sharing, Teacher Exchange & Carers Leave for Primary Teachers



DEPARTMENT OF EDUCATION AND SCIENCE  
PRIMARY BRANCH



Primary Circulars 10/03, 11/03, 12/03 & 5/03

**TO BOARDS OF MANAGEMENT,  
PRINCIPAL TEACHERS AND ALL TEACHING STAFF  
OF PRIMARY SCHOOLS**

**Career Breaks, Job Sharing,  
Teacher Exchange and Carer's Leave  
for Primary Teachers**

This booklet contains four circulars:

Circular 10/03 – Career break scheme for primary teachers

Circular 11/03 – Job sharing scheme for primary teachers

Circular 12/03 – Teacher exchange scheme for primary teachers

Circular 5/03 – Carer's leave scheme for primary teachers

Chairpersons of Boards of Management and Principals should bring the Circulars to the attention of members of the Board and teachers and should retain a copy for future reference.

This Circular and the relevant application forms may also be viewed and downloaded on the Department of Education & Science website [www.education.ie](http://www.education.ie)

March 2003

## INDEX

SECTION	PAGE
1. Introduction .....	1
2. Career Breaks for Primary Teachers – Primary Circular 10/03 .....	3
3. Job Sharing for Primary Teachers– Primary Circular 11/03 .....	9
4. Teacher Exchange for Primary Teachers – Primary Circular 12/03 .....	17
5. Carer’s Leave for Primary Teachers – Primary Circular 5/03 .....	19

## APPENDICES

### APPENDIX A

Carer’s Leave (Days Absent / Pay Deduction Scale)

### APPENDIX B

1. Application Form for Career Break
2. Resumption from Career Break Form
3. Application Form for Job Sharing
4. Application Form for Teacher Exchange
5. Application Form for Carer's Leave

# Section 1

## INTRODUCTION

These circulars outline the provisions governing career breaks, job sharing, teacher exchange and carer's leave for Primary Teachers and accordingly, supersedes all previous circulars and notices as follows:

<b>Career Breaks</b>	Career Break Notice May 1996 Circulars 20/85, 17/88 and 6/01
<b>Job Sharing</b>	Circulars 32/97, 26/99 and 7/01
<b>Teacher Exchange</b>	Circular 12/97 and 8/01

It also incorporates Primary Circular 5/03 - Carer's Leave

## Section 2

### CAREER BREAKS FOR PRIMARY TEACHERS

A career break is designed to provide eligible primary teachers with an opportunity to obtain a break from normal duties for the purposes of care of children, other family matters, study, travel etc.

#### 1. Length of a Career Break

- 1.1 A career break consists of special leave **without pay** for a period of **not less than** 1 school year and not more than 5 school years. A teacher may engage in one career break spread over five years; or may wish to participate, at varying intervals, in separate arrangements subject to Board of Management approval. A career break commences on the 1st September and ends on the 31st August of a school year.
- 1.2 In exceptional circumstances, the Board of Management may authorise a teacher to commence a career break during the course of the school year. In such instances, however, the period of special leave will terminate not earlier than the end of the subsequent school year and is deemed to be a two-year career break. **Example:** A teacher who is granted a career break commencing on 5th November 2000 is deemed to be on career break until 31st August 2002. This represents a two-year career break.

#### 2. Eligibility

- 2.1 A permanent teacher who has satisfactorily completed his/her probation and has served for at least 2 years in a full-time capacity i.e. permanent and temporary in the school in which he/she is seeking the career break. The two year requirement is waived in the case of teachers who **have been** compulsory redeployed in the last two school years. However, this does not apply to teachers who are due to be placed on the panel at the time in which they are applying for their career break.

#### 3. Policy Statement for Boards of Management in respect of Career Break Arrangements

- 3.1 The Board of Management should have a policy for granting career breaks which should have due regard to the exigencies of the school and possible negative effects in permitting a number of career breaks from the same school at the one time.
- 3.2 In formulating this policy, the welfare and educational needs of the pupils should take precedence over all other considerations.
- 3.3 In considering applications for the granting of career breaks, or extensions to career breaks in a particular year Boards of Management should consider factors such as:
  - ❖ The number of teachers in the school who are likely to be on approved leave of absence such as maternity, adoptive, parental leave.
  - ❖ The number of teachers job sharing, on secondment or on approved Study Leave under Rule 116 of the Rules for National Schools.
  - ❖ The number of teachers already on career break.

Each Board should consider having an overall quota for career breaks taking cognisance of the factors referred to above, and the overall number of teachers in the school.

- 3.4 A Board of Management should ensure that they can obtain a qualified replacement teacher (except where a teacher has deferred panel rights to take a career break, where there is no replacement teacher appointed) before an application for a career break may be sanctioned.

#### 4. Application Procedures

- 4.1 An application must be made to the Board of Management, on the official application form before the **1st March** of the year in which a teacher proposes to take the career break – an **Application Form for Career Break** is contained in Appendix A of this booklet. Further application forms are available from Primary Payments Section of the Department of Education and Science.
- 4.2 If an extension to the career break is required, the teacher must apply to the Board of Management on an official application form before the **1st March** of the following year.
- 4.3 The teacher must furnish the Board of Management with precise details of the duration of the career break using the formal application form and also indicate the purposes for which it is required.
- 4.4 A teacher who is on paid or unpaid maternity leave may apply for a career break.
- 4.5 A teacher who is on sick leave may apply for a career break. However, a teacher who is absent on sick leave before the end of the school year and is applying for a career break to commence in September, must furnish medical evidence that s/he would be fit to resume duty had s/he not opted for a career break.

#### 5. Approving of a career break

- 5.1 The Board of Management must process career break applications during the month of **March** and will convey a decision in writing to the teacher before **1st April**. The Board must submit all approved applications to the Department before **10th April**.
- 5.2 Boards of Management will only be notified in writing by the Department if difficulties arise in relation to eligibility of applicants or in relation to the replacement teacher.

#### 6. Appointing a replacement teacher

- 6.1 Posts vacated by teachers taking career breaks must be filled by a fully qualified temporary teacher subject to the requirements of the Rules for National Schools. The only exception to this requirement is when the teacher is deferring panel rights to avail of a career break, in this instance there is no replacement teacher appointed.

#### 7. Payment of salary

- 7.1 Salary is paid up to 31st August of the year in which a career break commences.

#### 8. Teaching while on career break

- 8.1 A teacher on career break should not normally engage in any type of primary teaching. In exceptional circumstances, however, a teacher on career break may be employed in a short term temporary, substitute or part time capacity. **It should be noted that teachers on career break who take up a teaching post in a temporary capacity are paid at the unqualified rate of pay.**
- 8.2 Teaching service given in Ireland during a career break is not reckonable for the award of incremental credit or superannuation credit.

## 9. Position regarding attendance at in-service courses / school planning days

- 9.1 A teacher on career break is not entitled to leave in lieu for attendance at in-service courses / school planning days.

## 10. Resignation while on career break

- 10.1 A teacher on career break who wishes to resign from his/her teaching post must give the Board of Management notice in writing in accordance with the teachers' terms of employment. If the teacher resigns from the career break during the course of the school year s/he is deemed to have taken a full year's career break.
- 10.2 The Board of Management, must however, honour the contract with the temporary replacement teacher.

## 11. Position regarding posts of responsibility while teachers are on a career break

- 11.1 A post of responsibility vacated by a teacher taking a career break may be filled on an acting basis from one school year to another, if the post is still warranted by reference to the Schedule of Posts as per Primary Circular 7/03.
- 11.2 Teachers on career break may apply for posts of responsibility arising in their school during their career break and should be notified of vacancies by their Board of Management.
- 11.3 Where a teacher on career break, is appointed to a post of responsibility the Board of Management may appoint another teacher to the post, on an acting basis from school year to school year provided it is warranted by reference to the Schedule of Posts as per Primary Circular 7/03. Payment of the allowance to the acting post holder ceases on resumption of duty by the teacher on career break. The acting appointment to a Post of Responsibility does not confer any right to appointment to an actual post of responsibility.

## 12. Position regarding seniority

- 12.1 Absence on a career break does not affect a teacher's seniority.

## 13. Position regarding length of service for the purpose of eligibility for posts of responsibility

- 13.1 A career break taken on or after 1st September 1999 is not reckonable as length of service for the purpose of eligibility for posts of responsibility. However, a career break taken before this date is reckonable.

## 14. Incremental Credit for service given during a career break

- 14.1 The period of a career break will not reckon for the award of incremental credit. Teaching service in any capacity given in Ireland during a career break is not reckonable for incremental credit. However, incremental credit may be allowed in respect of approved teaching service abroad if it can be substantiated by reference to the provisions of Circular 10/01.
- 14.2 Application forms to claim incremental credit for teaching service abroad are available from: **Primary Payments Section, Department of Education & Science, Cornamaddy, Athlone, Co. Westmeath** if you are teaching in an ordinary school, or **Special Education Section of the Department** if you are teaching in a special school or from the Department website.

## 15. Position with regard to the Redeployment Panel (please refer to the Panel Rights for Teachers booklet, updated version March 2001, for further information)

- 15.1 Availing of panel rights does not prevent a teacher from applying for a career break. However, the teacher must first notify the Department in writing that s/he wishes to defer her/his panel rights in order to avail of a career break. The teacher's name will be placed back on the panel at the end of the career break period. Accordingly, the teacher must be contactable for receipt of offers at the address shown on the panel form. If the teacher is not redeployed by the 31st August, s/he will resume teaching in her/his original school while awaiting redeployment.
- 15.2 If a teacher's post is suppressed while the teacher is on career break, s/he will be invited to have her/his name placed on the panel while s/he is on leave. Accordingly, the teacher must be contactable for receipt of offers at the address shown on the panel form.
- 15.3 If a teacher in the school is going on career break and another teacher is being placed on the panel, the teacher being placed on the panel can opt to defer his/her panel rights in order to accept the temporary career break replacement post.

## 16. Sick leave record while on career break

- 16.1 The paid sick leave allowable in any period of four consecutive **working** years will be counted as if the career break did not intervene.

## 17. PRSI, Tax and Superannuation matters

- 17.1 The absence of a teacher on career break does not constitute a break in service for **PRSI** purposes. **Example:** If the teacher was paying the modified rate of **PRSI** immediately prior to his/her career break, s/he will continue to pay this rate on resumption of duty, provided s/he resumes teaching in a temporary or permanent position on the first working day immediately following the last day of the career break.
- 17.2 As teachers resume duty following their career break in a **new** tax year they must contact: The Inspector of Taxes, Unit 985 to 988, 14/15 Upper O'Connell Street, Dublin 1. Telephone (01) 8746821 in order to obtain their current certificate of tax credits. Otherwise PAYE will be deducted in accordance with emergency rates.
- 17.3 The period of a career break will not reckon as service for **superannuation** purposes. (Please note that credit for teaching service given outside the Republic of Ireland during a career break is incremental only and is not pensionable).
- 17.4 Teachers may either opt to:
- ❖ Pay a special rate of superannuation contributions so that the period of the career break is reckonable, provided they contact **Primary Pensions Section of the Department** before their career break commences
- or*
- ❖ Purchase notional service when they resume teaching.

Queries in relation to the purchase of service should be addressed to: **Primary Pensions Section, Department of Education & Science, Cornamaddy, Athlone, Co. Westmeath.**



## 18. Voluntary deductions

18.1 Voluntary deductions (VHI, INTO etc.) cease for the duration of the career break. Separate arrangements should be made with the relevant agencies for the continuation of payments. Teachers should contact the relevant agencies to ensure that deductions are resumed on return to teaching duty after a career break.

Download the Departments [Voluntary Deductions at Source Policy Document](#) for further information and contact details.

## 19. Resumption from Career Break

19.1 Teachers retain an entitlement to resume duty in a permanent post on the termination of the approved period of the career break. A teacher who intends to return to teaching from a career break must notify the Board of Management by **1st March** using the **Resumption from a Career Break Form** which is contained in Appendix A of this booklet.

**A section of this form must be completed by the teacher's General Practitioner.**

The Board must then forward the duly completed and signed form to the Primary Payments Section of the Department of Education & Science before **30th April**. If there are particular exceptional circumstances, the Board of Management may accept a lesser period of notice than specified. A teacher will not be placed on the payroll until this is received in the Department.

19.2 A teacher who fails to resume duty at the end of the approved period of a career break shall be deemed to have resigned from his/her post.

## 20. Study Leave under Rule 116 of the Rules for National School after a career break

20.1 A teacher on career break for a total of five years must resume full time teaching duty for a minimum period of one school year before s/he may be granted leave of absence for study purposes.



## Section 3

### JOB SHARING FOR PRIMARY TEACHERS

#### 1. Introduction

- 1.1 The job sharing scheme was first implemented by the Minister for Education & Science for the 1997/98 school year and has continued to apply since then.
- 1.2 When first introduced, the job sharing scheme could only involve two permanent teachers both based in the same school, sharing a full-time post on a 50:50 basis. A scheme (known as inter school job sharing) now also exists which allows permanent teachers in two different schools to job share.

#### 2. Policy Statement for Boards of Management on Job Sharing arrangements

- 2.1 Boards of Management are required to develop a policy on job sharing specific to the needs of the particular school so that staff may be fully aware of the Board's position in this matter.
- 2.2 In framing a policy position on job sharing, Boards are required to ensure that the welfare and educational needs of pupils take precedence over all other considerations.
- 2.3 Important elements of a job sharing policy are outlined at (a) to (f) below.
  - (a) Boards should determine the number of teachers who will be allowed to participate in job sharing arrangements in any one school year.
  - (b) A further issue to be addressed in the policy statement is the duration of a job sharing arrangement. In this context, teachers wishing to job share in a particular year must apply to their Boards of Management for approval on an annual basis. This stipulation will also apply to teachers who are currently job sharing.
  - (c) Boards should address the issue of the class levels to be taught by job sharing teachers. They are required to ensure that the welfare needs of pupils take precedence over all other considerations. It is especially important for Boards to take account of pupils who might be regarded as vulnerable or having special needs. Accordingly, special consideration needs to be given by Boards before approving job sharing for junior infant classes or special needs pupils.
  - (d) Principal teachers, Home School Liaison teachers, Supply teachers and teachers on probation shall not be permitted to job share. However, a Supply teacher may only move temporarily from the Supply Scheme to job share with another teacher. In addition, teachers who are on currently on secondment or are going on secondment cannot job share for the duration of the secondment.
  - (e) It is a matter for the Board to decide the time-sharing arrangement(s), which it is prepared to endorse. The only available options are week on/week off, or split week.
  - (f) As soon as a Board of Management has decided to allow job sharing, parents should be informed that their child(ren) would be taught by job sharing teachers in the relevant school year. A Board is required to notify parents at the earliest possible opportunity by way of a special meeting called by the Principal/Board of Management. Teachers whose job sharing applications have been approved by a Board are required to attend such a meeting.

The requirement for the special meeting should not be replaced by other means of communicating to parents the information regarding job sharing arrangements.

### 3. Length of a Job Sharing Scheme

- 3.1 The minimum period for which a job sharing arrangement may occur is one school year.

### 4. Termination of job sharing arrangement during the school year

- 4.1 Boards need to ensure that teachers participating in job sharing arrangements are aware that Boards reserve the right to terminate a job sharing arrangement if the arrangement is not operating in the best interests of pupils. The temporary replacement teacher should also be made aware that their appointment may be terminated.

### 5. Eligibility

- 5.1 All permanent teachers within a school with two years service in a permanent capacity, are eligible to apply for job sharing with the exclusion of Principals (the importance of the leadership function of a Principal precludes this role from being shared), Home School Liaison teachers, Supply teachers and teachers on probation. However, a Supply teacher may move temporarily from the Supply Scheme to job share with another teacher. A permanent teacher cannot job share with a temporary teacher. In addition teachers who are on currently on secondment or are going on secondment cannot job share for the duration of the secondment.
- 5.2 A teacher on a career break or other approved leave of absence may apply to resume teaching duties on a job sharing basis.

### 6. Application Procedures

- 6.1 It is a matter for teachers to find colleagues with whom they may wish to enter into a job sharing arrangement. Applications must be made in writing to the Board of Management of the school (or schools in the case of inter school job sharing). Such applications must be made to the Board(s) before the 1st March of the year in which they propose to job share and should be accompanied by the Plean Oibre. Application forms are contained in the Appendix of this booklet. If an extension is required, the teacher must apply annually to the Board(s) of Management on the official application form.
- 6.2 The Plean Oibre must address the need for continuity, the need for planning for an agreed methodology and an agreed approach to disciplinary matters. It 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. Boards should be satisfied that the Plean Oibre adequately addresses all of the key issues outlined above. Additionally, Boards should ensure that there is an agreement as to the frequency of out-of-school meetings between the applicants to plan and discuss their work, and the availability of the teachers for relevant staff meetings and for relevant meetings with parents.
- 6.3 The Principal should be centrally involved in all stages of the planning of the job sharing arrangement, including the preparation of the Plean Oibre.

### 7. Approval of a job sharing arrangement

- 7.1 The Principal will be required to appraise the Board of Management in detail regarding a proposal to job share. Specifically, the Principal will be asked to outline for the Board the extent to which the two proposed job sharers are compatible, co-operative, flexible, and complement each others skills and

professionalism. The Principal will also be asked to indicate the levels of organisational and communication skills displayed by the proposed partners, as well as their attendance records.

- 7.2 In the case of an inter school job sharing arrangement appropriate consultation with the Board of Management of the partner school on all matters relating to the proposed arrangement should be an integral part of the processing of the application.
- 7.3 The Board(s) of Management must process job sharing applications during the month of March. Where an inter school arrangement is being entered into, the Board(s) must indicate the school in which the job sharing teachers will be based - the application form contains a section in relation to this matter. The Board(s) must convey a decision in writing to the teachers before 1st April. The Board(s) must submit all approved applications to the Department before 10th April.
- 7.4 Boards of Management will only be notified in writing by the Department if difficulties arise in relation to eligibility of applicants or in relation to the replacement teacher.
- 7.5 The Board of Management of the host school for an inter school job-sharing arrangement is considered to be the employer for both job sharers for the duration of the job sharing period and the teacher should sign a Form of Agreement with the Board of Management.

## 8. Appointing a replacement teacher

- 8.1 Once a Board(s) approve a job sharing arrangement any consequential vacancy which arises in the school may be filled in a temporary capacity with a fully qualified teacher subject to the requirements of the Rules for National Schools.
- 8.2 An exception arises in the event that one of the job sharers has been placed/is due to be placed on the panel for redeployment. In this instance, s/he may defer his/her panel rights to engage in job sharing. However, a consequential vacancy will not arise in this case.

## 9. Resignation while job sharing

- 9.1 The minimum period of a job sharing arrangement is one school year. Therefore a teacher cannot resign from a job sharing arrangement to return to teach full time in his/her school during the course of the school year.
- 9.2 A job sharing teacher who wishes to resign from his/her teaching post (as opposed to resigning from their job sharing arrangement) must give the Board of Management (or Boards of Management where an intra school job sharing scheme exists) notice in writing in accordance with the teachers' terms of employment. The remaining job sharing teacher must seek another permanent teacher to job share with or alternatively must resume full time teaching. The temporary replacement teacher should also be made aware that his/her appointment may be terminated.

## 10. Operation of Job Sharing within the school

- 10.1 Once a job sharing scheme has commenced Boards and particularly Principals are required to ensure that detailed short-term planning occurs between the partners.
- 10.2 Record keeping is highly significant and an essential feature of job sharing, the monitoring of all aspects of the job sharing arrangement is the responsibility of the Principal. Job sharers are required to maintain a diary or pupil profile in which records of progress and important events should be noted.

- 10.3 Job sharing teachers are required to be available for relevant staff meetings and relevant parent teacher meetings.
- 10.4 Each teaching partner should ensure continuity in learning and teaching, especially in the case of brief absences, where a substitute teacher is employed, and from week to week. This is important in relation to delivery of the full curriculum, to teaching methodology, and to matters such as the code of behaviour and allocation of homework.
- 10.5 The Board of Management should notify the Department's Inspector as soon as possible regarding any new job-sharing arrangement.

#### 11. Position regarding attendance at in-service courses (including curriculum courses) and school planning days

- 11.1 Job sharing teachers who attend such courses/school planning days on days they are not due to teach shall be granted leave in lieu of such courses/planning days or be paid at the full time rate of pay in respect of the course day(s).
- 11.2 A letter from the Chairperson or Principal teacher confirming attendance at the course/school planning day should be submitted to the Primary Payments Section of the Department. The teacher should also notify Primary Payments Section whether s/he wishes to take a day's leave-in-lieu or payment for the course/school planning day.
- 11.3 A substitute teacher may be appointed in respect of leave in lieu days and be paid for by the Department. Job sharing teachers may not substitute for themselves during the days leave in lieu.

#### 12. Payment of Salary while job sharing

- 12.1 Job sharing teachers are paid on a scale of pay equal to 50% of a full time salary i.e. they continue on the common salary scale appropriate to a teacher on the basis that each twelve months of job sharing service given, will reckon as twelve months full time service for incremental purposes.
- 12.2 Qualification allowances are also paid at the rate of 50% of a full time allowance.
- 12.3 For payroll purposes, for an inter school job sharing arrangement, both teachers are paid under the roll number of the host school.

#### 13. Position regarding Posts of Responsibility and Job Sharing

- 13.1 **Deputy Principals** are not permitted to job share unless they relinquish their post and the appropriate allowance for the duration of the job sharing arrangement. Subject to the post being warranted, an acting Deputy Principal may be appointed from within the staff of the school - the terms of Section 15, Primary Circular 7/03 apply. The acting Deputy Principal will not establish personal title to the allowance and will relinquish it when the Deputy Principal resumes full time duties.
- 13.2 An **Assistant Principal** may be allowed to job share and to retain the post of responsibility allowance in full. A Board of Management should examine the duties of the post to determine whether the duties **can** be carried out in full during the periods of attendance of the Assistant Principal. Where a Board decides that the duties can be so performed, the Assistant Principal will continue to perform the full duties of the post and will retain the allowance in full. Where a Board decides that the duties **cannot** be performed in full by the Assistant Principal while job sharing, subject to the post being warranted, an acting Assistant Principal may be appointment - the terms of

Section 15, Primary Circular 7/03 apply - this acting post of responsibility is on a job sharing basis and the allowance will be shared equally between the two teachers. The acting Assistant Principal must perform the duties when the job sharing post holder is absent. The acting Assistant Principal will not establish personal title to the allowance and will relinquish same when the Assistant Principal resumes full time duties.

- 13.3 A **Special Duties** post of responsibility holder may be allowed to job share. However, Boards should examine the duties of the post to determine whether the duties **can** be carried out in full during the periods of attendance of the job sharing Special Duties teacher. Where it is decided that the duties can be so performed, the Special Duties teacher will continue to perform the full duties of the post and will be paid accordingly. Where Boards decide that the duties **cannot** be performed in full while job sharing, subject to the post being warranted, an acting Special Duties teacher may be appointed - the terms of Section 15, Primary Circular 7/03 apply - this acting post of responsibility is on a job sharing basis and the allowance will be shared equally between the two teachers. The acting Special Duties post holder must perform the duties when the job sharing post holder is absent. The acting Special Duties post holder will not establish personal title to the allowance and will relinquish same when the actual post holder resumes full time duties.
- 13.4 The Board of Management, in consultation with the Principal, should keep the operation of posts of responsibility held by job-sharing teachers under review to ensure that responsibilities are adequately discharged, and, where necessary, to make appropriate alternative arrangements under Sections 13.2 and 13.3 above.
- 13.5 In respect of the filling of a post of responsibility, a job sharing year counts as a full year of service.
- 13.6 A teacher on an inter school job sharing scheme may apply for posts of responsibility arising in her/his former school but is not eligible to apply for post(s) in the school in which s/he is job sharing. If successful, the job sharing teacher cannot take up the post of responsibility in her/his former school until the end of the job sharing arrangement. Instead an acting post holder may be appointed on an acting basis (where applicable) until the job sharing teacher returns to the school.
- 13.7 If a post of responsibility allowance post holder enters into an inter school job sharing arrangement, s/he must relinquish the allowance for the duration of the job sharing arrangement. An acting post holder may be appointed, subject to the need for the post being warranted.

#### 14. Position regarding job sharing and the redeployment panel

- 14.1 A teacher whose post is being suppressed due to falling enrolments and who wishes to job share may defer his/her panel rights subject to a maximum of 5 years.
- 14.2 For redeployment panel purposes a teacher on an inter school job sharing arrangement is considered as being on the staff of her/his former school.

#### 15. Resuming full time teaching

- 15.1 A job sharing teacher may resume full time employment at the end of the agreed job sharing period; or must resume at an earlier date if directed to do so by the Board of Management of the school. A job sharing teacher who has deferred his/her panel rights in order to job share will resume his/her place on the appropriate panel from the date of the termination of the job sharing arrangement.

## 16. Payment of Salary on Resumption to Full Time Teaching

- 16.1 Under the European Court of Justice Ruling in the Hill and Stapleton case, a job sharing teacher returning to full time employment will continue on the common salary scale appropriate to a teacher on the basis that each twelve months of job sharing service given, will reckon as twelve months full time service for incremental purposes.

**Example:** A teacher (whose increment date is 1st September of each year) commenced job sharing on 1st September 1994 and was on the 3rd point of the salary scale on this date. She would be due to be paid on the 4th point of the salary scale in 1995, the 5th point in 1996, the 6th point in 1997 and when she returned to full time service on 1st September 1998, she would be due to be placed on the 7th point of the salary scale as at 1st September 1998. On her return to full time teaching on 1st September 1998 she was reverted to the 5th point of the salary scale. However, under the Hill/Stapleton ruling this teacher would be entitled to progress on the salary scale as if she had been working full time i.e. would progress to the 7th scale point on 1st September 1998.

## 17. Position regarding reckoning of service and seniority for job sharing teachers

- 17.1 The European Court of Justice Ruling in the Gerster case refers to **reckoning of service** and seniority for job sharing teachers.
- 17.2 Under this ruling for the purposes of **reckonable** service (insofar as it affects qualifying service for purposes other than pay and superannuation), credit is given for all job sharing service upon the same basis as full time service.
- 17.3 **Seniority** of teachers is, in general, a matter for each Board of Management and is determined by the date of appointment of a teacher to a school. The Gerster ruling confirms that job sharing service is reckoned as full service for the purpose of seniority. For seniority purposes a teacher on an inter school job sharing arrangement is considered as being on the staff of her/his former school.

## 18. Leave

- 18.1 Entitlements arising from public holidays to a job sharing teacher will accrue to the teacher who would otherwise be scheduled for duty on the day in question. In such cases however, the normal attendance regime will, where necessary, be varied slightly with a view to allowing both job sharing partners to benefit equally from public holidays.
- 18.2 Subject to Board of Management approval, job sharing teachers are entitled to take leave under the terms of Circular 18/00 (Brief Absences) for days in which they are scheduled to teach.

**Example:** A wedding of a member of a job sharing teachers immediate family occurs on a day the teacher is scheduled to teach - the teacher is entitled to a days leave in this instance. Alternatively, if the teacher is not scheduled to teach, s/he is not entitled to a days leave in lieu.

- 18.3 It is not possible for a job sharing teacher to substitute for her/his partner in the case of occasional short absences. The Board of Management should continue to make arrangements locally for substitute cover.

## 19. Bereavement Leave/ Leave to look after sick relative

- 19.1 Under Section 1 of Circular 18/00 (Brief Absences) job sharing teachers are entitled to bereavement leave and leave to look after a sick relative for days in which they are scheduled to be in attendance to teach.



## 20. Sick Leave

- 20.1 Job sharing teachers are entitled to 365 days sick leave in a four year period. However, to ensure equity with full time teachers the following formula applies:
- A Each day's absence on grounds of illness on which the teacher is scheduled to be in attendance counts as two days sick leave.
  - B Where sick leave absences span weekends, each intervening weekend shall count as two days sick leave.
  - C In reckoning the aggregate sick leave, uncertified sick leave will be taken into account, as will periods of school closure occurring during a teacher's absence.
  - D A job sharing teacher is required to provide a medical certificate from a qualified medical practitioner after two consecutive days of absence due to illness.

## 21. Maternity/Adoptive Leave/Parental Leave

- 21.1 The arrangements applying to teachers in relation to maternity leave, adoptive leave and parental leave are, in general as specified in the Maternity Protection Act, 1994, the Adoptive Leave Act, 1995, the Parental Leave Act, 1998 and the relevant Statutory Instruments, Orders and amendments. There is no distinction in the Acts between staff who are working full-time and staff who are job sharing. The general conditions that currently apply to teachers on maternity leave, adoptive leave and parental leave are as outlined in Department Circulars.
- 21.2 A full-time teacher who commences maternity/adoptive leave and whose leave overlaps with the next school year, will be paid at the full-time rate of pay for the duration of the maternity/adoptive leave and leave-in-lieu even if the teacher has since commenced a job sharing arrangement.
- 21.3 A job sharing teacher who commences maternity/adoptive leave and whose leave overlaps with the next school year, will be paid at the job sharing rate of pay for the duration of the maternity/adoptive leave and leave-in-lieu even if the teacher has since returned in a full time capacity.
- 21.4 While on maternity leave or adoptive leave, any salary paid to a job sharing teacher will be paid at the job sharing rate in accordance with the provisions regarding payment during maternity leave or adoptive leave in force at the time. While on parental leave, the job sharing teacher is taken off salary.
- 21.5 Teachers on paid maternity/adoptive and unpaid parental leave will receive paid leave in lieu for days on which the school was closed during the period of parental leave (leave in lieu is not granted in respect of unpaid maternity/adoptive leave). While on paid leave in lieu, the teacher is paid at the job sharing rate of pay. The leave in lieu must be taken immediately following the paid maternity/adoptive leave and the unpaid parental leave regardless of the job sharing arrangements.
- 21.6 The following examples demonstrate the manner in which parental leave is calculated in respect of job sharing teachers. The examples also demonstrate the position in relation to paid maternity and adoptive leave.

**Example 1:** A teacher is job sharing on a week on, week off basis. This teacher applies for parental leave for two consecutive weeks as per Section 4 of the Parental Leave circular 1/99. This parental leave will cover the week that the teacher is due to work and the week that s/he is due to be off.

**Example 2:** A teacher is job sharing on a week on, week off basis. This teacher applies for 14 weeks parental leave i.e. to cover the 7 weeks s/he is due to work and 7 weeks s/he is due to be off. There

are 10 school closures during the fourteen week period for which the teacher receives 10 school days paid leave in lieu at the job sharing rate of pay. These days cover the period immediately following parental leave regardless of whether the teacher is due to be on his/her week on or week off.

## 22. Outside Employment

- 22.1 It is not permissible for a job sharing teacher to engage in outside employment without the consent of the Board of Management, which must normally be obtained beforehand, and that consent will only be given where it is clear that such outside employment will not affect the teacher's work under the Board of Management or be in competition with it.
- 22.2 Job sharing teachers may not engage in part-time or substitute teaching.

## 23. Superannuation

- 23.1 A job sharing teacher shall be eligible for superannuation benefits on the same basis as full time staff, save that each year of service given in a job sharing capacity will reckon as six months full time service for superannuation purposes.
- 23.2 The superannuation regulations applicable for a permanent teacher appointed on or after the 5th April, 1995 paying Class A contributions and who opt subsequently to job share are outlined in Circular 8/95 and in the Department booklet entitled Pay Related Social Insurance
- 23.3 Prior to the issue of Circular PEN 5/02 job sharing teachers could only purchase notional service on resumption to full time teaching. Under the terms of Circular PEN 5/02 teachers who are job sharing can now purchase notional service while job sharing providing they have been job sharing for at least five years or they were at least 50 years of age at the time they commenced job sharing.

## Section 4

### TEACHER EXCHANGE SCHEME FOR PRIMARY TEACHERS

#### 1. Introduction

- 1.1 The teacher exchange scheme is designed to facilitate permanent teachers to temporarily exchange their posts for educational purposes.

#### 2. Length of a Teacher Exchange

- 2.1 The minimum period for which an exchange may occur is one year and the maximum is five years. However, teachers are asked to note that requests to participate in exchange arrangements are subject to annual applications (see Application Procedures at 4 below).
- 2.2 A teacher may engage in one exchange arrangement spread over five years, or may wish to participate, at varying intervals, in separate arrangements, subject to the teacher not participating for more than five years in total on exchange arrangements.

#### 3. Eligibility

- 3.1 The scheme is open to permanent teachers who have completed probation and who wish to exchange their posts.
- 3.2 Teachers who are on re-deployment panels are **not** eligible to participate in teacher exchange schemes.

#### 4. Application procedures

- 4.1 It is a matter for teachers to find colleagues with whom they may wish to enter into an exchange arrangement.
- 4.2 Teachers who wishes to participate in a teacher exchange scheme are asked to submit a completed "Teacher Exchange Application Form" to their Board(s) of Management as early as possible, but certainly no later than the **1st March**. Applications for a teacher exchange must be made on an annual basis. If an extension is required, teachers must apply to the Board of Management on an official application form before the 1st March of the **following** year.
- 4.3 It shall be open to a Board of Management to interview a teacher who proposes to participate in an exchange arrangement.

#### 5. Approving a teacher exchange scheme

- 5.1 The Board of Management must process teacher exchange applications during the month of March. A decision will be conveyed in writing to both teachers by the Board(s) before **1st April**. The Board(s) must submit all approved applications to the Department before **10th April**.
- 5.2 Boards of Management will only be notified in writing by the Department if difficulties arise in relation to eligibility of applicants.

---

**6. Signing Form of Agreement**

---

- 6.1 The Board of Management of the school in which the teacher is serving for the duration of the exchange shall be deemed to be the teacher's employer and the teacher shall be required to sign a Form of Agreement with this Board.

---

**7. Termination of teacher exchange during the school year**

---

- 7.1 An exchange may not be terminated by a teacher during a school year except by resigning his/her post. If a teacher resigns his/her post, the Board of Management may appoint a temporary teacher for the remainder of the school year.

---

**8. Position regarding posts of responsibility while teachers are on teacher exchange**

---

- 8.1 A teacher applying for teacher exchange must relinquish his/her post of responsibility for the duration of the exchange scheme. The post of responsibility vacated by a teacher participating in a teacher exchange scheme may be filled on an acting basis from one school year to another, if the post is still warranted by reference to Primary Circular 7/03.
- 8.2 Teachers on teacher exchange may apply for posts of responsibilities arising in their former school during their exchange but are not eligible to apply for posts in the school to which they have exchanged.

If successful an acting post of responsibility is appointed, subject to the post still being warranted.

---

**9. Seniority**

---

- 9.1 A teacher's seniority in his/her own school shall not be affected by participating in a teacher exchange scheme.

## Section 5

### CARER'S LEAVE FOR PRIMARY TEACHERS

Carer's Leave is the term used to describe temporary unpaid leave from work to personally provide full-time care and attention for a person who is medically certified as being in need of such care.

#### 1. ENTITLEMENT & ELIGIBILITY TO CARER'S LEAVE

- 1.1 To be eligible for Carer's Leave a teacher must have worked for a period of one continuous year with the Board of Management. This condition may be waived only in exceptional circumstances and subject to the educational and welfare needs of the pupils.

This requirement is waived in the case of a teacher compulsorily redeployed into a school provided that s/he has worked for at least one full year in her/his former school before being redeployed. The requirement is also waived in the case where a teacher seeking carer's leave is teaching in a school that was amalgamated within a year of the application date for Carer's Leave.

A teacher who is due to be placed on a panel for redeployment or who is on a panel for redeployment may not apply for Carer's Leave beyond the end of the school year in which her/his post is to be withdrawn.

- 1.2 Where a teacher has been appointed for a fixed term contract and the employment would have terminated on the expiry of that fixed term had s/he not been on Carer's Leave the period of Carer's Leave shall not extend beyond the day on which the fixed term expires. The granting or taking of Carer's Leave shall not affect the date of termination of a fixed term appointment.

#### 2. RELEVANT PERSON

- 2.1 The person for whom the Carer's Leave is being applied for, (referred to as the "relevant person") must first be deemed to be in need of full-time care and attention by the Department of Social & Family Affairs. Therefore the teacher must first make an application on the prescribed Department of Social and Family Affairs Forms (CARB1) which can be received from the Carer's Benefit Section of the Department of Social and Family Affairs, Government Buildings, Ballinalee Rd., Longford, Co. Longford (Tel 043 45211 or 01 8748444).

- 2.2 According to Department of Social and Family Affairs regulations, "Full-time care and attention" means that a person being cared for must be so disabled as to require

"Continuous supervision and frequent assistance throughout the day in connection with his/her normal personal needs" eg. Help to walk and get about, eat or drink, bathe, dress etc;

or

"Continuous supervision in order to avoid danger to him/herself".

#### 3. PERIOD OF CARER'S LEAVE AVAILABLE

- 3.1 The maximum period of Carer's Leave allowable to care for one "relevant person" shall be 65 weeks unpaid leave.
- 3.2 A teacher is not permitted to be on Carer's Leave in respect of more than one person at any one time. However, on one occasion only, a teacher may commence leave in respect of a person, while

already on leave in respect of another person, where the two persons reside together, providing approval is received from the Department of Social and Family Affairs for the second person. In such circumstances, an overall total amount of Carer's Leave of 130 weeks can be taken together (65 weeks for each relevant person). This can only be done once.

- 3.3 A teacher will not be entitled to Carer's Leave where another person is on Carer's Leave for the purpose of providing full-time care and attention for the same relevant person.
- 3.4 Before a teacher can commence Carer's Leave, he/she must provide the Board of Management with a copy of the decision of a deciding officer of the Department of Social and Family Affairs, that the relevant person has been medically certified as being in need of full-time care and attention.
- 3.5 Teachers shall have the option of either taking the Carer's Leave as
  - (a) one continuous period of 65 weeks,
  - or
  - (b) one or more periods, the total duration of which amounts to not more than 65 weeks

The minimum statutory entitlement that may be taken in one period is 13 weeks. However, applications for Carers Leave for periods of less than 13 weeks will be considered on their merit and approved by the Board of Management where possible, having regard to the capacity of the school to meet the educational and welfare needs of the pupils and the number of periods of Carers Leave already taken by the teacher in the school year.

For the purpose of this circular, a week is defined as a period of seven days i.e. a teacher who takes 13 weeks of Carer's Leave will be removed from the payroll for 91 days.

Note 1: Where the Carer's Leave is not taken in one continuous period of 65 weeks there must be a gap of at least 6 weeks between periods of Carer's Leave in respect of the same person. A teacher must make a separate application to the Department of Social and Family Affairs for all separate periods of Carer's Leave.

Note 2: If a teacher wishes to avail of Carer's Leave for another person a period of 6 months must elapse from the date of termination of the leave in respect of the previous Carer's Leave even if the teacher has not taken the maximum period of 65 weeks for the other person. This provision does not apply where two persons to be cared for reside together.

- 3.6 The first thirteen weeks only of Carer's Leave entitlement in respect of any one care recipient will qualify for public holiday entitlements. The right to annual leave is restricted to the period comprising the first 13 weeks only of the Carer's Leave entitlement in respect of any one relevant person. Accordingly a deduction of 3 days pay will be made immediately following the period of carers leave in respect of each 14 days of absence on Carer's Leave in excess of the initial thirteen week period. This is illustrated in the Table in Appendix A.

#### **4. NOTIFICATION REQUIRED TO AVAIL OF CARER'S LEAVE**

- 4.1 Granting Carer's Leave is conditional on a teacher notifying her/his Board of Management in writing as soon as is reasonably practicable but not later than six weeks prior to the proposed commencement date of Carer's Leave. In exceptional circumstances, an application may be made later than six weeks prior to the proposed commencement date.
- 4.2 The Department has prepared a standard Application Form, which must be used when a teacher is applying for Carer's Leave. This form is available on the Department website at [www.education.ie](http://www.education.ie) or on request from the Primary Payments Section of the Department. This must contain a statement

that an application for a decision that the person to be cared for is in need of full-time care and attention has been made to the Department of Social and Family Affairs (See Section 2).

- 4.3 The teacher must give a copy of the decision of the deciding officer (or appeals officer) of the Department of Social and Family Affairs to his/her Board of Management immediately on receipt of certification from that Department.
- 4.4 A Board of Management must process an application for Carer's Leave under the terms of the Act, no later than 2 weeks prior to the proposed commencement of the Carer's Leave. To facilitate adjustments to the teachers payroll the Board of Management should process the application as early as possible. The Board of Management can only process the application provided they have certification from the Department of Social and Family Affairs (see 4.3 above). If the Department of Social and Family Affairs refuse an application for Carer's Leave then the Board cannot approve the application. Once a Board of Management has approved the Application Form, it becomes a Confirmation Document.
- 4.5 Once agreed, the proposed absence on Carer's Leave cannot be amended save with the agreement of all parties concerned.
- 4.6 A copy of the confirmation document must be given to the teacher and the original forwarded to the Department of Education and Science no later than 2 weeks before the proposed start date of the leave.
- 4.7 A Board of Management may postpone Carer's Leave if such leave is likely to disrupt significantly the general operation of the school. The postponement may be to an agreed date. A decision to postpone Carer's Leave should be notified in writing to the teacher.

## **5. REPLACEMENT TEACHER**

- 5.1 A Board of Management may appoint a temporary teacher, paid for by the Department, when a teacher is on Carer's Leave provided the post is warranted by reference to the staffing schedule applicable for that particular year. The contract offered to the temporary teacher should be a fixed purpose contract for the duration of the absence of the teacher on Carer's Leave. The Board of Management should list the "Reason for the Appointment" under the sub heading "Other-Please Specify" as Carer's Leave.

## **6. MAINTENANCE OF EMPLOYMENT RIGHTS DURING CARER'S LEAVE**

- 6.1 In the case of a teacher who is on probation at the start of Carer's Leave, the period of probation will stand suspended for the duration of the absence on Carer's Leave.
- 6.2 Except as outlined in paragraph 6.1 above, and other than the right to remuneration and superannuation benefits, a teacher on Carer's Leave is deemed for all purposes to be in employment. The absence is therefore fully reckonable for the determination of panel rights, seniority, etc.
- 6.3 A teacher on Carer's Leave is entitled to receive notification regarding vacant posts of responsibility, which are to be filled in the school, such notification to be sent by the Board of Management to the last known address.
- 6.4 Absences from employment while on Carer's Leave cannot be treated as part of any other leave to which the employee is entitled eg. Sick leave, adoptive leave, maternity leave, parental leave or force majeure leave.

- 6.5 A teacher absent on sick leave prior to the start of Carer's Leave must produce a certificate of fitness to resume duty before commencing Carer's Leave.

## **7 PRSI & SUPERANNUATION MATTERS**

- 7.1 Teachers who avail of Carer's Leave and who pay full rate Pay Related Social Insurance contributions are required to contact the Department of Social and Family Affairs to ensure that any entitlement to PRSI credits are maintained.
- 7.2 The absence of a teacher on carers leave does not constitute a break in service for PRSI purposes.
- 7.3 The period on carers leave will no reckon as service for superannuation purposes.

## **8. TERMINATION OF CARER'S LEAVE**

- 8.1 Generally a period of Carer's Leave shall terminate on the date specified on the confirmation document, or where the person being cared for ceases to require full-time care and attention or where the person being cared for dies during a period of Carer's Leave. In the latter instance the teacher may return on the date specified in the confirmation document or a date which occurs within 6 weeks after the date of death which ever is the earlier.
- 8.2 Where a Board of Management is of the opinion that any of the following circumstances exists :
- That the person in respect of whom the teacher proposes to take Carer's Leave is not or is no longer a relevant person
  - That the person in respect of whom Carer's Leave has been granted, and in respect of whom the teacher is on Carer's Leave is not or is no longer a relevant person
  - That a teacher who proposes to take or is on Carer's Leave does not satisfy the conditions for providing full-time care & attention to the relevant person
  - That a teacher who proposes to take or is on Carer's Leave is engaging or has engaged in employment or self-employment other than as provided for in regulations made by the Minister for Social and Family Affairs;

the Board of Management shall notify the Department of Social and Family Affairs of such opinion together with the grounds of that opinion.

On receipt of such a notification from the Board, the Department of Social and Family Affairs shall refer it to a deciding officer for a decision under the Social Welfare (Consolidation) Act, 1993 i.e. as to whether the afore-mentioned conditions are satisfied.

Where the Department of Social and Family Affairs makes a decision that :

- A person in respect of whom a teacher proposed to take or has taken Carer's Leave was not or is no longer a relevant person
- The teacher does not satisfy the conditions for providing full-time care and attention or
- he teacher is engaging or has engaged in employment or self-employment other than as prescribed (eg. working more than the 10 hours allowed per week)

then the period of Carer's Leave, if commenced, shall terminate on the date of that decision and the teacher shall return to work.



In a situation where Carer's Leave terminates on foot of a decision of a deciding officer/appeals officer, then the notice of return to work will come from the Board of Management.

## **9. WORKING WHILE ON CARER'S LEAVE**

- 9.1 During Carer's Leave a teacher may engage in employment or training/education outside of teaching provided the hours of employment do not exceed 10 hours per week and the net earnings from that employment do not exceed €95.23 per week. During his/her absence, adequate care for the care recipient must be arranged.

## **10. DISPUTES AND APPEALS**

- 10.1 Disputes about entitlement to Carer's Leave may, in general, be referred to a Rights Commissioner. The Rights Commissioner is empowered to hear the parties to the dispute and to receive any relevant evidence tendered. Where either party is dissatisfied with the decision of the Rights Commissioner, the Act provides for a right of appeal to the Employment Appeals Tribunal.
- 10.2 Notice to a Rights Commissioner in relation to a dispute must be given no later than 6 months after the occurrence of the dispute. Redress can be granted in the form of Carer's Leave or in the form of monetary compensation.

## **11. CARER'S BENEFIT**

- 11.1 The two schemes, Carer's Leave and Carer's Benefit, are administered in tandem as regards conditions relating to (i) the provision of full time care and attention, and (ii) the requirement for a decision to be made by a deciding officer (or appeals officer) of the Department of Social and Family Affairs that the relevant person is medically certified as being in need of full-time care and attention.
- 11.2 It should be noted that the entitlement to Carer's Leave is not conditional on entitlement to Carer's Benefit and vice versa. Please note that PRSI contribution classes A,B,C,D,H and E count for the purposes of meeting the PRSI contribution requirements for Carer's Benefit.



---

# APPENDICES

---

## Appendix A

Carer's Leave	Primary Teachers
No. of days Absent	Pay Deduction during the summer period
0-91	0 days
92-105	3 days
106-119	6 days
120-133	9 days
134-147	12 days
148-161	15 days
162-175	18 days
176-189	21 days
190-203	24 days
204-217	27 days
218-231	30 days
232-245	33 days
246-259	36 days
260-273	39 days
274-287	42 days
288-301	45 days
302-315	48 days



# APPLICATION FORM FOR CAREER BREAK

## ~ PART 1 ~

TO BE COMPLETED BY THE TEACHER (IN BLOCK CAPITALS)

### SECTION A – Personal Details

1. PPS Number (formerly RSI No):         -
2. Teacher No.: 9 9         -
3. Name: \_\_\_\_\_
4. Home Address: \_\_\_\_\_
5. Email Address: \_\_\_\_\_
6. Contact Telephone No.: \_\_\_\_\_
7. Date of Birth:   -   -
8. Are you Probated? Yes  No
9. Have you previously been on a career break? Yes  No   
If "YES" state when and duration: \_\_\_\_\_
10. School Name & Address: \_\_\_\_\_  
\_\_\_\_\_
11. School Roll No.:       -
12. Date appointed in a permanent capacity:   -   -

### SECTION B – Details of Proposed Career Break

1. Proposed start date of career break:   -   -
2. Proposed duration of career break: \_\_\_\_\_
3. Purpose of career break: \_\_\_\_\_

I certify that the information which I have given in this application form is true and complete. I have read the conditions under which a career break is granted and I agree to abide by these conditions.

I understand that any incorrect or inaccurate information supplied by me in this form shall render my career break null and void.

Signature of Applicant: \_\_\_\_\_

Date:   -   -

~ PART 2 ~

**Part 2 must be completed by the Chairperson of the Board of Management. The following information should be noted before completion.**

1. On the basis of the information contained in Part 1 of the completed application form, determine whether the teacher satisfies the eligibility criteria as set out in Section 2 of Primary Circular 10/03.
2. The decision to approve a career break rests solely with the Board of Management. The Department of Education and Science will only rescind a Board's decision if the eligibility criteria have not been satisfied.
3. If the Board of Management approves the teacher's application, complete **Part 2** of this application form and forward same to: Primary Payments Section, Department of Education & Science, Cornamaddy, Athlone, Co. Westmeath to reach the Department before **10th June**.
4. Please inform the teacher of the Board of Management's decision in writing at the earliest possible date but no later than **1st June**.
5. Unless the post which the teacher occupied is suppressed at the end of the current school year, the Board of Management may employ a fully qualified temporary teacher, in accordance with the revised procedures for appointing temporary teachers as outlined in the current edition of the Board of Management of National Schools – Constitution of Boards & Rules of Procedure.
6. The Department will automatically sanction applications which have been approved at Board of Management level. The Department will not correspond with either the teacher or the Board **unless** the teacher is ineligible to avail of a career break, in which case the Department will correspond with both parties.

The Board of Management, having examined the Career Break Application in respect of \_\_\_\_\_  
\_\_\_\_\_ (*name of teacher*) is satisfied that the teacher's application  
is approved. The Board of Management has notified the teacher of its decision in writing accordingly.

Signature of Chairperson: \_\_\_\_\_

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

\_\_\_\_\_ Contact Tel. No. \_\_\_\_\_

Date:   -   -

**NOTE**

***Only applications which have been approved by the Board of Management should be forwarded to the Primary Payments Section, Department of Education and Science. Applications must be lodged with the Department before 10th June.***

# RESUMPTION FROM A CAREER BREAK FORM

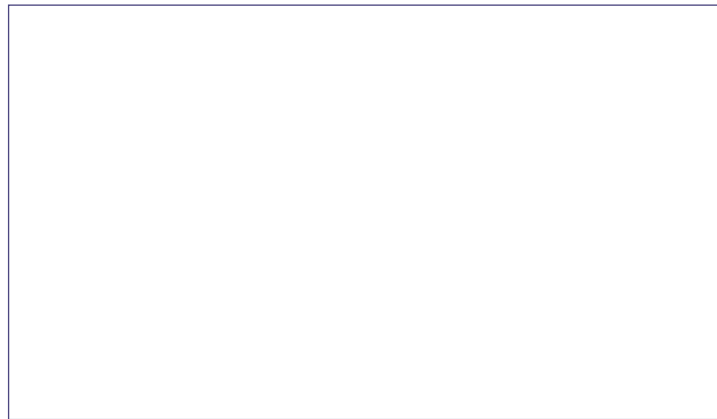
## SECTION 1 – Certificate of fitness to resume duty as a Permanent Teacher

*To be completed by a General Practitioner*

I certify that I have examined \_\_\_\_\_ (name of teacher) and found that s/he is fit to resume duty as a primary school teacher.

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

Stamp or Seal





---

## SECTION 2 – to be completed by the teacher

---

1. PPS No. (formerly RSI number):  –
2. Teacher No. :  9  9  –
3. Surname: \_\_\_\_\_
4. First Name: \_\_\_\_\_
5. Contact Telephone No.: \_\_\_\_\_
6. Home Address: \_\_\_\_\_
7. Email Address: \_\_\_\_\_
8. Address to which payslip should be issued, if different to above: \_\_\_\_\_  
\_\_\_\_\_
9. School Name & Address: \_\_\_\_\_  
\_\_\_\_\_
10. School Roll No.:  –
11. Date of Resumption:  –  –
12. Bank Account details for payment of salary:  
Bank Name & Address: \_\_\_\_\_  
Bank Sorting Code:  –  –   
Bank Account No.: \_\_\_\_\_

*Note that even if you previously had your salary paid directly to your bank account, you still need to provide the details requested at 11 above.*

Signature of Teacher: \_\_\_\_\_ Date:  –  –

---

## SECTION 3 – to be completed by the Chairperson of the Board of Management

---

I hereby confirm that the above named will resume duty on \_\_\_\_\_

Signature of Chairperson: \_\_\_\_\_ Date:  –  –

### FORWARD TO:

**Primary Payments Section,  
Department of Education & Science,  
Cornamaddy, Athlone, Co. Westmeath.**

# APPLICATION FORM FOR JOB SHARING

## PART 1 (must be completed by the two job sharing teachers)

	1st Teacher	2nd Teacher
Name		
Home Address		
Contact Telephone No.		
E-Mail Address		
PPS No. (formerly known as RSI No.)		
Teacher Number		
School Name & Address		
State base school, if inter school job sharing arrangement		
School Roll Number(s)		

## PART 2 – Details of Proposed Job Sharing Arrangement

- Proposed start date of job sharing arrangement:   -   -
- Proposed duration of job sharing: \_\_\_\_\_

I certify that the information which I have given in this Application Form is true and complete. I have read the conditions under which a job sharing arrangement is granted (Primary Circular 11/03 refers) and I agree to abide by these conditions.

I understand that any incorrect or inaccurate information supplied in this form shall render the job sharing arrangement null and void.

SIGNATURE OF 1st TEACHER:

SIGNATURE OF 2nd TEACHER:

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

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

## PART 2 (must be completed by the Board(s) of Management)

**NOTE:** Only applications which have been approved by the Board of Management should be forwarded to the **Primary Payments Section, Department of Education and Science**. Applications must be lodged with the Department before **10th June**.

**The following information should be noted before completion.**

1. On the basis of the information contained in Part 1 of the completed application form, the Board(s) should determine whether the teachers satisfy the eligibility criteria as set out in Primary Circular 11/03 Section 5.
3. The decision to approve a job sharing arrangement rests solely with the Board(s) of Management. The Department of Education and Science will only rescind a Boards' decision if the eligibility criteria have not been satisfied.
4. The Board(s) of Management should inform the teachers of their decision in writing at the earliest possible date but no later than 1st June.
5. If the Board(s) of Management approves the teacher's application, they should complete Part 2 of this application form and forward to: Primary Payments Section, Department of Education & Science, Cornamaddy, Athlone, Co. Westmeath to reach the Department before 10th June.
6. The Board of Management may employ a fully qualified temporary teacher as a replacement for the job sharing teacher in accordance with the revised procedures for appointing temporary teachers as outlined in the Board(s) of Management of National Schools – Constitution of Boards & Rules of Procedure (current edition). The post may only be filled in a temporary capacity if it still warranted in the school.
7. Board(s) of Management will only be notified in writing by the Department if difficulties arise in relation to eligibility of applicants or in relation to the replacement teacher.

The Board of Management, having examined the Job Sharing Application, is satisfied that the teachers applications are approved. The teachers have been notified of this decision accordingly in writing.

Signature of Chairperson: \_\_\_\_\_ Date:   -   -

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

\_\_\_\_\_ Contact Tel. No. \_\_\_\_\_

The second signature is only required in respect of intra school job sharing:

Signature of Chairperson: \_\_\_\_\_ Date:   -   -

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

\_\_\_\_\_ Contact Tel. No. \_\_\_\_\_

# APPLICATION FOR TEMPORARY TEACHER EXCHANGE

Part 1 of this form must be completed by the first teacher and his/her Board of Management.  
Part 2 of the form, must be completed by the second teacher and his/her Board of Management.

## ~ PART 1 ~

(PLEASE COMPLETE IN BLOCK CAPITALS)

### TEACHER'S DETAILS:

1. Teacher's Name: \_\_\_\_\_
2. PPS Number (formerly RSI No):         -
3. Teacher No.:  9  9       -
4. Address for Correspondence: \_\_\_\_\_
5. Email Address: \_\_\_\_\_
6. Contact Telephone No.: \_\_\_\_\_
7. Name & Address of Existing School: \_\_\_\_\_
8. Roll No.:       -
9. Have you previously been on a teacher exchange?    Yes     No   
If "YES" state when and duration: \_\_\_\_\_

### PURPOSE OF EXCHANGE

1. School Year for which you wish to exchange: \_\_\_\_\_
2. Reason for seeking the exchange: \_\_\_\_\_
3. School in which you wish to exchange: \_\_\_\_\_

I certify that the information which I have given in this application form is true and complete. I have read the conditions under which a teacher exchange arrangement is granted and I agree to abide by these conditions. I understand that any incorrect or inaccurate information supplied by me in this form shall render my teacher exchange null and void.

Signature : \_\_\_\_\_ Date:   -   -

### THIS PORTION TO BE SIGNED BY CHAIRPERSON OF BOARD OF MANAGEMENT

The Board of Management, having examined the Teacher Exchange Application in respect of \_\_\_\_\_  
\_\_\_\_\_ is satisfied that the teacher's application is approved.  
The Board of Management has notified the teacher of its decision in writing accordingly.

Signature of Chairperson: \_\_\_\_\_ Date:   -   -

Address: \_\_\_\_\_  
\_\_\_\_\_ Contact Tel. No.: \_\_\_\_\_

**~ PART 2 ~**

(PLEASE COMPLETE IN BLOCK CAPITALS)

**TEACHER'S DETAILS:**

1. Teacher's Name: \_\_\_\_\_
  2. PPS Number (formerly RSI No):         -
  3. Teacher No.:  9  9      -
  4. Address for Correspondence: \_\_\_\_\_
  5. Email Address: \_\_\_\_\_
  6. Contact Telephone No.: \_\_\_\_\_
  7. Name & Address of Existing School: \_\_\_\_\_
  8. Roll No.:      -
  9. Have you previously been on a teacher exchange?    Yes     No
- If "YES" state when and duration: \_\_\_\_\_

**PURPOSE OF THE EXCHANGE**

1. School Year for which you wish to exchange: \_\_\_\_\_
2. Reason for seeking the exchange: \_\_\_\_\_
3. School in which you wish to exchange: \_\_\_\_\_

**I certify that the information which I have given in this application form is true and complete. I have read the conditions under which a teacher exchange arrangement is granted and I agree to abide by these conditions. I understand that any incorrect or inaccurate information supplied by me in this form shall render my teacher exchange null and void.**

Signature: \_\_\_\_\_ Date:   -   -

**THIS PORTION TO BE SIGNED BY CHAIRPERSON OF BOARD OF MANAGEMENT**

The Board of Management, having examined the Teacher Exchange Application in respect of \_\_\_\_\_  
\_\_\_\_\_ is satisfied that the teacher's application is approved.  
The Board of Management has notified the teacher of its decision in writing accordingly.

Signature of Chairperson: \_\_\_\_\_ Date:   -   -

Address: \_\_\_\_\_  
\_\_\_\_\_ Contact Tel. No.: \_\_\_\_\_



# APPLICATION FORM FOR CARER'S LEAVE

## ~ PART 1 ~

(TO BE COMPLETED BY THE TEACHER)

### SECTION A – PERSONAL DETAILS (BLOCK CAPITALS)

County: \_\_\_\_\_ Roll No.: \_\_\_\_\_ School: \_\_\_\_\_

Surname: \_\_\_\_\_ First Name(s): \_\_\_\_\_

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

\_\_\_\_\_ Contact Tel. No.: \_\_\_\_\_

PPS No. (formerly known as RSI No.)         -

Name of Relevant Person for whom you wish to apply for carer's leave: \_\_\_\_\_

Have you previously availed of carer's leave? Yes  No  (Tick as appropriate)

Have you previously availed of carer's leave in respect of the Relevant Person named above? Yes  No  (Tick as appropriate)

If "Yes" state:	From	/	/	to	/	/	Total No. of Weeks	<input type="text"/>	<input type="text"/>
	From	/	/	to	/	/	Total No. of Weeks	<input type="text"/>	<input type="text"/>
	From	/	/	to	/	/	Total No. of Weeks	<input type="text"/>	<input type="text"/>
	From	/	/	to	/	/	Total No. of Weeks	<input type="text"/>	<input type="text"/>
							<b>OVERALL TOTAL</b>	<input type="text"/>	<input type="text"/>

### SECTION B – PROPOSED PERIOD OF CARER'S LEAVE

1. Proposed start date of carer's leave:   -   -

2. Proposed end date of carer's leave:   -   -

3. State the number of weeks in total \_\_\_\_\_

### SECTION C – CERTIFICATION

I certify that the information which I have given in this application form is true and complete.

I have read the Carer's Leave Circular 5/03, and I agree to abide by the requirements of this Circular. I wish to confirm that an application for a decision that the relevant person is in need of full-time care and attention has been made to the Department of Social and Family Affairs. I understand that any incorrect or inaccurate information supplied by me in this form shall render my application null and void.

Signature: \_\_\_\_\_ Date:   -   -

## ~ PART 2 ~

(TO BE COMPLETED BY THE CHAIRPERSON OF THE BOARD OF MANAGEMENT)

### APPROVAL FOR CARER'S LEAVE

The Board of Management of \_\_\_\_\_ National School, roll number \_\_\_\_\_, has approved this application for carer's leave as detailed in Part 1 of this form.

An application for carer's leave which is approved by the Board of Management and signed by the Chairperson of the Board shall be regarded as a confirmation document in compliance with paragraph 5.4 of Primary Circular 5/03.

A copy of the completed form should be given to the teacher while the original form should be forwarded to the **Primary Payments Branch, Department of Education and Science, Cornamaddy, Athlone, Co. Westmeath** no later than two weeks before the proposed start date of the leave.

Certification in relation to the above application has been received from the Department of Social and Family Affairs. Yes  No  (Tick as appropriate)


Signature of Chairperson: \_\_\_\_\_ Date:   -   -

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

\_\_\_\_\_ Contact Tel. No.: \_\_\_\_\_

**Note:** A Board of Management which decides that a teacher is ineligible for carer's leave or decides to postpone carer's leave should inform the teacher of same in writing at least four weeks before the proposed start date of the leave.

**Only applications which have been approved by the Board should be forwarded to the Department.**



**Primary Payments Section,  
Department of Education & Science,  
Cornamaddy, Athlone, Co. Westmeath.**

**Tel: (0902) 74621 • (01) 8734700**

**Fax: (0902) 83630**

**Website: [www.education.ie](http://www.education.ie)**