

TERMS OF ENGAGEMENT OF FIXED-TERM (TEMPORARY) EMPLOYEES

County _____ Roll No. _____ School _____

MEMORANDUM OF AGREEMENT made the _____ day
of _____ 20____

between

_____ on behalf of the Management Authority of the above named School of the One Part and

_____ the Fixed Term Employee of the said School (hereinafter called 'the Employee') of the Other Part.

1. In this Agreement the following terms shall have the following meaning:
 - (a) 'The School' shall mean the School set out in the heading to this Agreement.
 - (b) 'The Management Authority' shall mean the Manager or board of management of the School.
2. The Management Authority agrees to employ the Employee as a fixed-term teacher of the School from the _____ day of _____ 20____ to the _____ day of _____ 20____.
3. (a) The Management Authority reserves the right to terminate the employment without notice, for misconduct or other sufficient reason. In the event of termination as aforesaid and subject to relevant statutory provisions the Employee shall not be entitled to any remuneration or compensation except in respect of remuneration due for work performed prior to termination.
(b) Notwithstanding paragraph 3(a) the employment may be terminated at any time by either side in accordance with the Minimum Notice and Terms of Employment Act 1973 (as amended)
4. The employee is engaged in the position of _____.
Adapt as necessary The employee shall perform his/her duties and responsibilities in accordance with the law, the policies of the board of management and the Rules for National Schools
5. The salary and the emoluments of the employee shall be such as are determined by the Minister for Education and Science and/or in accordance with the Rules for National Schools, as appropriate.
6. The employee is engaged on a Fixed Term Contract of _____ (insert duration: 1 Year – 2006/07 school year or other term) duration for the purpose of Section 2(2)(b) of the Unfair Dismissals Act 1977, as amended, and derives from the following objective grounds

(insert reason here, see Appendix A)

Further, the employee agrees that the provision of the Unfair Dismissals Act 1977 or any amendment thereto shall not apply to a dismissal consisting only of the expiry of the said term without it being renewed.

7. For the purpose of Section 8 of the Protection of Employees (Fixed Term Work) Act 2003, the school affirms that it cannot offer a contract of indefinite duration in the circumstances outlined in clause 6 hereof and therefore the employee is offered this fixed-term contract/the within (further) fixed-term contract (delete as appropriate). This contract (tick as appropriate)

- a is required to replace an employee who is on authorised leave for a fixed-term period and whose post cannot be filled on a permanent/contract of indefinite duration basis in their absence.
 - b is required to facilitate a job-share arrangement between two employees in the school
 - c is required pending the appointment of a permanent employee to the school
 - d derives from the creation of a fixed-term post to cater for certain pupils (e.g. special class, resource teacher for travellers, language support post...)
- is required pending the recruitment of a fully qualified teacher to the school.

The employee accepts the objective grounds and agrees that the contract offered is on a fixed-term basis that cannot be offered as a contract of indefinite duration.

SIGNED on behalf of the Management Authority

in the presence of

SIGNED by the Teacher

in the presence of

Appendix A

Reason for employment of fixed-term teacher must be inserted at No. 6: examples as follows:

Absence of a permanent teacher in the School who is currently on:

- career break
- secondment
- unpaid maternity leave/adoptive leave
- unpaid sick leave
- parental leave
- carer's leave
- unpaid leave of absence (short term)

or

- to facilitate a job-share arrangement between two teachers in the school
- pending the appointment of a permanent teacher
- pending the appointment of a fully qualified teacher
- pending the appointment of a fixed-term teacher to cater for certain pupils, special needs, travellers, language support for non-nationals
- facilitate a permanent teacher taking up a temporary/fixed-term post as special class teacher/resource teacher.

If the temporary appointment is taken up on or before the first working day in October of a school year, the contract may run to 31 August of the following year. If the temporary teacher takes up the position after the first working day in October, the contract should terminate on 30 June. If the teacher becomes employed in a temporary or permanent capacity from the following 1 September, salary for July and August will be paid retrospectively by the Department of Education.