



Circular 0107/2006

To: Boards of Management of Secondary, Community/Comprehensive Schools and the Chief Executive Officers of Vocational Education Committees.

### **Secondment of a teacher to another employer**

The Minister for Education and Science wishes to bring to the attention of Board of Management and teachers in Secondary, Community/Comprehensive and Vocational Education Committee Schools details of the scheme of secondment of a teacher to another employer.

You are requested to ensure that copies of this circular are provided to the appropriate representatives of parents and teachers for transmission to individual parents and teachers.

This Circular can be accessed on the Department's website under [www.education.ie](http://www.education.ie) Home – Education Personnel – Post-Primary – Circulars and Information Booklets – General Administration.

All enquiries regarding this circular should be emailed to: [pptpersonnelpolicy@education.gov.ie](mailto:pptpersonnelpolicy@education.gov.ie)

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## 1. Introduction.

- 1.1 Secondment provides a process for an external organisation to meet a short term specialised human resource requirement, where that need cannot be effectively met through the normal appointment process.
- 1.2 This scheme is designed to facilitate the temporary assignment of a teacher to a vacant position in an external organisation where the work to be carried out by the seconded teacher is of clear benefit to the educational system and/or is in the public interest.
- 1.3 School authorities should frame a policy position on secondment applications within which precedence is given to the welfare and educational needs of pupils over all other considerations.

## 2. Definitions.

- 2.1 **Secondment** is an arrangement which facilitates the temporary assignment of a teacher to a short-term position in an external organisation.
- 2.2 **Secondee** is an employee who is on temporary assignment under the terms of a formal secondment arrangement.
- 2.3 **School Authority** is the principal employer of the secondee before the secondment.
- 2.4 **Host organisation** is the employer of the secondee for the purpose of and for the duration of the secondment.
- 2.5 **The Department** is the Department of Education and Science.
- 2.6 **VEC** is the Vocational Education Committee.
- 2.7 **Paying agent** is the Department or VEC as appropriate.

## 3. Eligibility.

- 3.1 Teachers in Voluntary Secondary, Vocational, Community and Comprehensive schools are eligible for secondment provided they are employed on a permanent basis or under a contract of indefinite duration and who have successfully completed their probationary and, where required, induction periods.
- 3.2 A secondment must be based on mutual agreement between the teacher, the school authority and the host organisation.
- 3.3 A secondment arrangement must
  - (a) be demonstrated to be of clear benefit to the educational system and/or is in the public interest
  - (b) specify the exact duration of the secondment and
  - (c) specify that the seconded staff member will return to the school authority at the end of the fixed term.

## 4. Application Procedures.

- 4.1 A secondment shall be initiated by the school authority by completing an [application form](#) prescribed by the Department of Education and Science from time to time. The school authority shall forward by 1<sup>st</sup> May in any year the prescribed application form to the Department/Vocational Education Committee as appropriate together with:
  - (a) the written agreement of the secondee to the secondment and, where appropriate, to the release by the paying agent of details of his/her salary to the host organisation.

- (b) the written undertaking and guarantee set out in section 13 below.
- (c) the written approval of the Board of Management of the secondee's school.
- (d) a detailed description of the work to be carried out by the teacher, sufficient to allow the Department/VEC, as appropriate, to determine clearly the benefit to accrue to the educational system and/or how the public interest is to be served by the secondment.

4.2 The approval of the Department/VEC will be dependent on it being satisfied that the content of the work involved is of clear benefit to the educational system and/or is in the public interest and that no additional costs will accrue to the Department/VEC as a result. The school authority and the host organisation will be notified in writing of the decision.

4.3 Applications for an extension of a secondment shall be made by the school authority by completing the prescribed application form in sufficient time to forward it to the Department/VEC by 1<sup>st</sup> May.

## **5. Duration of a secondment arrangement.**

5.1 To avoid disruption to the work of the school, the minimum period for which a secondment may be granted shall normally be one school year commencing on 1 September and ending on the following 31 August. In exceptional cases, where a secondment commences after 1 September, the period of secondment shall end on the following 31 August.

5.2 Where the services of the secondee are required for a period longer than one school year the period may be extended in increments of one full year. In such cases approval shall be subject to the following maxima being adhered to:

- (a) A maximum period of ten school years for secondments to Department-approved national programmes;
- (b) A maximum period of nine school years for secondments to European Schools subject to terms and conditions of appointment to those schools;
- (c) A maximum period of five school years for all secondments in other cases.

5.3 In the case of a secondment to a Department-approved national programme, the full period of the secondment may be agreed between the secondee, the school authority, the host organisation and the Department/VEC at the start of the secondment arrangement.

5.4 Notwithstanding par. 5.3, the school authority, having given reasonable notice to the host organisation and the secondee, has the right to terminate a secondment to ensure that the educational needs of the school are given priority.

5.5 Where a secondee continues in the employment of the host organisation beyond the limits set out in this circular, s/he shall be regarded as having resigned from his/her teaching post.

## **6. Operating the scheme.**

6.1 A decision by the school authority to refuse a secondment request shall be final.

6.2 The school authority shall retain the right to terminate a secondment should it encounter difficulties in filling the vacant teaching post at a later date or where the needs of the school authority otherwise require.

6.3 The school authority must ensure, where appropriate, that a qualified replacement teacher can be obtained.

6.4 In the exceptional case of the secondment of a Principal where it is not possible to source an Acting Principal from within the school authority, an Acting Principal may be sourced through normal selection procedures and seconded from another school to act as Principal for the duration of the absence of the incumbent Principal.

6.5 The Department will consider the filling of the vacated post by a fully qualified teacher for the duration of the secondment. Such considerations will include (a) the educational/public benefit to be derived from the secondment arrangement and (b) the staffing position of the school authority.

6.6 A secondee who is due to go on the re-deployment panel may defer his/her panel rights in order to participate in a secondment arrangement. The maximum period for which a teacher on secondment can defer his/her panel rights is five school years.

## **7. Supervision/Substitution scheme.**

7.1 A secondee shall not be entitled to participate in the supervision/substitution scheme for the duration of the secondment.

## **8. Pension Scheme.**

The period of secondment remains pensionable in accordance with the pension rules governing employment in the substantive post, i.e. the teaching post, subject to payment of appropriate pension contributions.

## **9. Posts of Responsibility while on secondment.**

9.1 A secondee's seniority in his/her school shall not be affected by participation in a secondment arrangement and the secondee shall be notified by the managerial authority of any post of responsibility that may become vacant in the school in the course of the secondment.

9.2 Where the secondee is appointed to a vacant post of responsibility in the course of the secondment,  
a) the appropriate post of responsibility allowance will not be paid to this teacher until s/he returns to his/her teaching post in the school;  
b) the vacant post of responsibility may be filled on a temporary basis for the duration of the secondment.

9.3 A post of responsibility vacated by a secondee, and which is within the school's quota, shall be filled on a temporary basis for the duration of the secondment.

## **10. Leave of Absence while on secondment. (other than sick leave)**

10.1 Secondees will retain their entitlements to statutory leave of absence (e.g. maternity, adoptive, parental etc.)

10.2 The actual arrangement (number of days etc.) for the granting of any absence, whether paid or unpaid, is a matter to be agreed between the secondee and the host organisation. However, the limits applying to annual leave as a teacher shall not be exceeded.

## **11. Sick leave while on secondment.**

11.1 The sick leave terms for the period of the secondment are a matter for the host organisation. However, the limits applying to paid sick leave in the context of a teacher's incremental salary shall not be exceeded.

11.2 A record of sick leave taken by the secondee must be maintained by the host organisation and forwarded to the school authority for inclusion in that body's return of absences to the paying agent.

## **12. Teachers on secondment paying class A PRSI.**

12.1 Where the seconded teacher pays Class A PRSI the onus is on the organisation to which the teacher is seconded to recoup any monies due from the Department of Social, Community and Family Affairs.

**13. Reimbursement of monies to the Department.**

- 13.1 It shall be the responsibility of the host organisation to ensure the reimbursement of the monies involved by 31 January of each year of the secondment (due date). The host organisation, therefore, when applying under section 4 above, shall
- a) provide a written undertaking to this effect and,
  - b) in the case of secondments approved under 5.2(c), provide also a letter of guarantee from the host organisation's banker or external auditor that the host organisation would be in a position to discharge the costs arising from the secondment.
- 13.2 The host organisation shall indemnify the paying agent in respect of any action under law which the secondee may take against the host organisation or paying agent in respect of his/her employment while seconded.
- 13.3 The host organisation shall
- a) be liable for the full cost, as requested on an annual basis by the paying agent, of the secondee's salary and allowances, together with the employer's share of PRSI and superannuation contributions in the period of the secondment, (Inquiries in relation to gross cost including rates of superannuation contributions should be made to the Department of Education and Science prior to entering into a secondment arrangement) and
  - b) reimburse the paying agent, by the due date, with these costs in respect of that school year.
- 13.4 In the event of the termination of the secondment for any reason including the expiry of the period of secondment, the host organisation shall
- a) notify the paying agent, immediately on becoming aware of such termination either by notice from the secondee or otherwise, and of the circumstances of such termination, and
  - b) be liable for, and shall, within one calendar month of the termination, reimburse the paying agent with, all outstanding costs due up to and including the date of termination or, in the case of failure to promptly notify the paying agent of the termination, the date on which such notice is received by the paying agent.
- Any overpayment by the host organisation shall be refunded after deduction of any costs incurred by the paying agent.
- 13.5 In the event of failure by the host organisation to reimburse the monies involved by the due date, the paying agent reserves the right to terminate the secondment forthwith.