

Appendix 9

Permanent Contract and Duties for Chaplains in Community and Comprehensive Schools

Definition

A Chaplain refers to a duly qualified person who has been appointed in accordance with nationally agreed procedures in a school/college/scheme, subject to the fulfilment of the duties as set down.

1. Parties:

Employee: <Full name of employee>

Address: <Insert address>

Employer: <Full name of employee>

Address: <Insert address>

2. **Title:** You will be employed as a Chaplain on a full-time permanent contract.

3. **Nature of Post:** The purpose of the contract is to provide chaplaincy services. This includes the teaching of <X number of hours and/or minutes> in <named subject/s> to a maximum of four contracted hours per week.

4. **Hours of Attendance:** Your times of attendance will be as conveyed to you by your Principal. Your scheduled class contact hours per week are no more than four hours. Ordinarily the Chaplain is expected to be in attendance each day that the school is in operation. The post of Chaplain is a whole-time post which requires flexibility and, on occasion, service outside of school hours.

5. **Commencement date of permanent contract:** Your employment with <named employer> will commence on <insert date>.

6. **Duration of Contract:** The chaplain will be employed by <Named school/ETB> on a permanent contract. This contract, in so far as it relates to the role of the Chaplain is subject to the existing condition that it may be terminated by the employer and in line with agreed procedures set down by the Department of Education & Skills.

7. **Employment Probation Period:** This appointment will be subject to the satisfactory completion of probation in the first year. The probation procedure of the relevant school/ETB concerned in relation to teachers will apply including provisions for extension or termination of probation.

8. **Duties:** Your main duties are set out in appendix 1. In addition to your normal duties, you may be required to undertake other duties appropriate and reasonable to your position as may be assigned to you from time to time, by your Principal/employer.

In your role as Chaplain you will be required to carry out the professional duties appropriate to a permanent wholetime teacher in so far as they relate to the contracted teaching and non-teaching duties.

9. **Place of work:** Your principal place of work is <insert details>.

10. **Reporting/Accountability Relationship:** You shall report and be accountable to the Principal/EO/CEO as appropriate, for your duties in so far as they relate to your role as Chaplain. In your role as Chaplain you will receive support, guidance and advice from your employer and by a person/s on behalf of the Competent Religious Authority.

11. **Registration with the Teaching Council:** In accordance with Section 30 of the Teaching Council Act, 2001, you are required to be registered with the Teaching Council and to maintain your registration with the Teaching Council of Ireland for the duration of this contract.

12. **Remuneration:** The salary scale attaching to the position is the teachers' common basic scale together with appropriate allowances as determined by the Department of Education and Skills. Statutory deductions will be made. Payment will be made in arrears, on a fortnightly/monthly (*delete as appropriate*) basis, by direct transfer to a bank account nominated by you.

- 13. Superannuation / Pension arrangements:** Superannuation / pension arrangements shall be in accordance with the rules and regulations of the relevant pension scheme for teachers as determined from time to time by the Minister for Education and Skills. You will be covered by the terms of the relevant Superannuation Scheme. You will be required to contribute to the scheme. Details of the Superannuation Scheme are available from your employer.
- 14. Retirement age:** Retirement age shall be in accordance with the rules and regulations of the relevant superannuation / pension scheme for teachers as determined from time to time by the Minister for Education and Skills.
- 15. Travel and subsistence allowance:** Travel and subsistence allowance will be paid by the school/ETB concerned in respect of necessary journeys authorised by management in accordance with regulations as set out by the Department of Education and Skills.
- 16. Leave arrangements:**
 - 16.1 Annual leave** shall be granted in accordance with the conditions laid down by the Minister for Education and Skills from time to time, for permanent whole-time teachers.
 - 16.2 Self-certified Sick leave:** Certified and uncertified sick leave which may be granted will be as determined by the Department of Education and Skills. *<Named employer>* reserves the right, in appropriate circumstances, to arrange that an independent medical assessment be carried out.
 - 16.3 Maternity / Adoptive / Carers/ Parental / Force Majeure / Unpaid / Career break /Job sharing Leave:** Such leave may be granted in accordance with the relevant legislation and as set out in circular letters issued from time to time by the Department of Education and Skills.
- 17. Professional standards:** The chaplain will be expected to abide by the *Codes of Professional Conduct for Teachers* issued by the Teaching Council and, in the case of chaplains employed by ETBs, the *Code of Ethics for ETB Staff*. Chaplains employed by Community or Comprehensive Schools, will be expected to abide by the standard codes of practice as determined by their employer.
- 18. Posts of Responsibility:** The Chaplain is entitled to apply for Posts of Responsibility.
- 19. Policies & Procedures:** The chaplain will be required to adhere to the policies/procedures of *<Named school/ETB>* which may change from time to time. These policies/procedures are available from your employer.
- 20. Disciplinary and Grievance Procedures:** Nationally agreed grievance and disciplinary procedures shall apply. Current procedures are available from the ETB's Human Resources' Department, can be accessed in the staff handbook, staff intranet and/or on the school/ETB/r Department of Education and Skills' website.
- 21. Health and Safety:** *<Insert name of employer>* is committed to ensuring the safety, health and welfare of its staff and, to this end, a safety statement has been prepared setting out all the safety arrangements which are in force. All staff at *<insert name of school/ETB>* have a legal obligation in relation to Safety, Health and Welfare at work and are required to follow the guidelines contained in the *<Insert name of employer's>* safety regulations / safety statement.

You are obliged to familiarise yourself with the *<insert name of employer>* safety regulations / safety statement arrangements in relation to your own employment and you have a responsibility to adhere to these at all times.
- 22. External work not associated with the role of chaplain:** The employer must be notified of all external work engaged in by the Chaplain. Such external work must not be such as to interfere with the fulfilling of the chaplain's duties and responsibilities to the school/ETB.
- 23. Confidentiality:** You shall not discuss or disclose any information of a confidential nature except in the proper course of your employment.

24. Data Protection: All personal data held with respect to the teacher will be processed in accordance with the school/ETB's data protection policy, retention schedule and subject access procedure, and in compliance with the provisions of the Data Protection Acts.

25. Records/Property of Named School/ETB: You shall not remove any records belonging to the <Insert name of employer> from the employer's premises at any time without proper advance authorisation. You will return to the <insert name of employer> upon request and, in any event, upon the termination of your employment, all records and property belonging to the <Insert name of employer> which are in your possession or under your control.

26. Notice: This contract is terminable by the chaplain by one month's notice in writing.

27. Collective Agreements: The terms and conditions of this employment may be revised in accordance with direction from the Minister/Department of Education & Skills and/or national collective agreements applicable to this category of staff.

28. Declarations and Signatures: I have read and fully understand the forgoing contract of employment and I agree to be bound by the terms of this contract. I further warrant that all statement and representations which I have made are true and correct.

SIGNED: _____ (Employee)

DATE: _____

SIGNED: _____ (Employer)

DATE: _____

Appendix 1

DUTIES FOR CHAPLAINS EMPLOYED IN DESIGNATED COMMUNITY COLLEGES AND COMPREHENSIVE SCHOOLS

Definition

A Chaplain refers to a duly qualified person who has been appointed in accordance with nationally agreed procedures in a school/college/scheme, subject to the fulfilment of the duties as set down.

1. The Diocese

1.1 The Diocese of _____ will provide advice, guidance and support for the work of the Chaplain, including the identification of resources, methodologies and policies, through the Diocesan Education Office and the Diocesan Advisor/nominated person for Post-Primary Religious Education.

1.2 The Diocesan Advisor/nominated person will meet with the Chaplain as required. The Chaplain will facilitate and organise liturgical and sacramental celebrations for the students under her/his care. These celebrations will be in conformity with the rites and practices of the Competent Religious Authority.

1.3 In relation to liturgical and sacramental celebrations, the Chaplain will foster links with the local parish and with the local parish clergy.

2. General

2.1 **Reporting Arrangements:** The Chaplain in respect of all of his/her duties shall be subject to the direction and management of the school Principal.

2.2 Faith teaching and practice are intrinsic to school chaplaincy. Accordingly, the Chaplain is a person of faith, a Priest, Religious or a lay person of the relevant faith, committed to the teaching and values of Christ, acting on behalf of the Church and the school community while upholding the teaching and moral standards and practices of the Competent Religious Authority, together with the characteristic spirit and founding intention of the school.

- 2.3 The Chaplain shall respond to the spiritual and religious needs of the persons, staff and students, under his or her pastoral care, while respecting the freedom of the religious and personal conviction of each individual.
- 2.4 The Chaplain shall co-ordinate specified activities associated with the faith journey of students in collaboration with others who also have designated pastoral responsibilities in the school community. S/he shall act collaboratively with all members of the school community and, in particular, with those who hold designated pastoral responsibilities relating to students, staff and members of the wider community connected with the school. The Chaplain will be aware of the importance of sacramental/liturgical celebrations and will ensure that students have the opportunity of attending such celebrations periodically during the school year.
- 2.5 The Chaplain shall co-operate with and participate in all activities which relate to the well-being and development of the school, e.g. school planning, school self-evaluation, in-service etc.
- 2.6 The Chaplain shall ensure that the characteristic spirit of the school, reflecting the founding intention of the school and the school's mission statement, finds practical expression in faith formation as well as pastoral, liturgical, para-liturgical and outreach activities. In that regard, the Chaplain shall pay due regard to the provisions for religious instruction and religious worship as provided for in the Model Agreement, in Community Colleges and the Deed of Trust/Articles of Management in Community and Comprehensive Schools.

3. Students

- 3.1 The Chaplain, in his/her pastoral role, will be available to the students for advice during school hours or, where necessary and reasonable, as requested by the Principal, outside school hours.
- 3.2 The Chaplain will endeavour to know each student personally thereby understanding and helping students cope with issues which may be significant and relevant for them and will exercise his/her pastoral role by:
 - (a) Direct and regular contact with individual students, small groups and class groups by arrangement with the Principal and teachers involved.
 - (b) Provision of liturgical and para-liturgical celebrations.
 - (c) Maintaining a direct interest in recreational, cultural and outreach activities.
 - (d) Liaising, as appropriate, with statutory and voluntary bodies.
- 3.3 The Chaplain will be timetabled up to a maximum of four hours teaching per week.
- 3.4 The Chaplain will work in close co-operation with the Religious Education/Catechetics team and with other teachers, as appropriate, and will support the teaching of Religious Education in the school.

4. Liturgical and Para-Liturgical Celebrations

- 4.1 The Chaplain will ensure the provision of liturgical and para-liturgical celebrations in the school.
- 4.2 The Chaplain will arrange activities to mark and celebrate the major feasts and the seasons of the Church year, in consultation with the Principal, the Religious Education/ Catechetics team, members of staff and clergy of the particular local religious denomination with whom the Chaplain is required to liaise.
- 4.3 The Chaplain, in respecting staff and pupils of other faiths or none, will endeavour to make reasonable and suitable provision for such, where feasible and practicable.
- 4.4 In liturgies which are school based, the Chaplain will seek to facilitate participation by other faiths, where such is desired and appropriate, while following the norms of the Church which governs such matters.

5. Outreach Activity

- 5.1 In consultation with the Principal and in co-operation with other members of staff, students, school/college, local community and clergy, the Chaplain will seek opportunities for students to become involved in outreach activities.
- 5.2 The Chaplain will promote pastoral or other activities within the school that may benefit the local community.

6. Cultural and Social Activities

- 6.1 The Chaplain will participate and co-operate where necessary and reasonable, in the extra-curricular activities programme of the school.

7. Staff

- 7.1 The Chaplain will co-operate and liaise with the Principal and other staff, particularly Catechists, Home-School Community Liaison personnel and Guidance Counsellors.
- 7.2 The Chaplain will be available to staff members in a pastoral care role.

8. Parents

- 8.1 The Chaplain will be available for consultation and attend meetings for parents including parent/teacher meetings.
- 8.2 The Chaplain will exercise his or her role in accordance with school policies as appropriate, in relation to the home life of a student, in consultation with the Principal and with the Home School Community Liaison person, where such a post exists.

9. Communication and Accountability

- 9.1 Since the post of 'Chaplain' to a school/college is a full-time and State-salaried position, the Chaplain will, ordinarily, be present in the school/college each day the college is in operation.
- 9.2 The Chaplain will work within agreed structural arrangements as outlined by the Principal and as approved by the Board of Management.
- 9.3 The Chaplain will be accountable to his/her employer or delegated person.
- 9.4 Chaplains will be required to meet periodically at Diocesan level at the request of the relevant religious authority or his/her delegate.

10. Confidentiality

The Chaplain will acknowledge and respect the right of students and staff to confidentiality. This right, which is of vital importance, should be upheld at all times except where to do so would endanger the student, the chaplain or others.

Professional confidentiality is necessary, however the Chaplain does not work in isolation and is part of the wider school and community team. The Chaplain may need to confer with the school Principal, Deputy Principal or others as appropriate.

Notwithstanding the foregoing, the Chaplain in the discharge of the duty of care must adhere to the requirements of legislation, policy, procedures, guidelines and good practice in relation to the reporting of incidents e.g. child protection issues, matters of a criminal nature etc.

11. Good Practice

The following guidelines are offered to facilitate good practice by the Chaplain in his/her dealings with the school community. It is to be remembered that these guidelines are not exhaustive and should not be viewed in a constrictive manner. National agreements, norms and legislation may impinge upon these guidelines.

- a) It is important and necessary that the Chaplain keep a record of visits made by students/parents/staff. These records should include the date, time and duration of the visit and visitor's name.
- b) The Chaplain is not a counsellor. While some Chaplains may have professional qualifications in counselling, such 'professional' counselling is not part of the Chaplaincy role. In the event of professional counselling being required by a student, the Chaplain should refer such case(s) to the Principal for referral to the relevant service.
- c) The Chaplain should make every effort to be present during the period of State examinations and at the time of issue of the results.

Miscellaneous: Note to Employer

The location of the Chaplain's office is important. It should be somewhere accessible and, if possible, be in a place often frequented by people passing by. It is recommended that the Chaplain's Office contain glass panelling to allow observation. However this should allow for confidentiality to be respected.