



## Circular Letter 20/2026

# Revision of the process set out in Circular 0023/2015 which set out the Implementation of the Recommendations of the Expert Group on Fixed-Term and Part-Time Employment in Primary and Second Level Education in Ireland (Primary Schools)

## 1. Introduction

1.1 This Circular supersedes Circular 0023/2015 titled Implementation of the recommendations of the Expert Group on Fixed-Term and Part-Time Employment in Primary and Second Level Education in Ireland.

1.2 This Circular reduces the qualification period for the granting of an initial Contract of Indefinite Duration (CID) from a period of continuous employment in excess of two years with the same employer to a period of continuous employment in excess of one year (being the anniversary of appointment) with the same employer.

## 2. Content of this Circular:

This circular has four parts:

- Part A sets out the revised terms and conditions for teachers in relation to eligibility for a CID which are effective from the commencement of the school year 2026/2027 for teachers employed in a qualifying contract from September 2025 and subsequent years.
- Part B sets out the process of sanctioning CIDs by the Department/Education and Training Boards (ETBs). It also sets out the procedures to be followed by employers and teachers.
- Part C sets out the Adjudication Process.

- Part D deals with a number of additional matters.

## **Part A**

**The revised terms and conditions of teachers in relation to eligibility for a CID which are effective from the commencement of the school year 2026/2027. Teachers who satisfy the qualification periods set out in Part A of this circular will be eligible for the granting of an initial CID with effect from the commencement of the 2026/2027 school year.**

(1) Reduction of the period of qualification for eligibility for a CID

The qualification period for the granting of an initial CID is reduced from a period of continuous employment in excess of two years with the same employer to a period of continuous employment in excess of one year with the same employer.

All such employment must have been in a post(s) funded by monies provided by the Oireachtas. This reduction means that a teacher will be eligible for a CID after one year's continuous employment provided that the conditions and procedures set out in this circular are satisfied.

The reduction of the period of qualification for eligibility to a CID also applies where the post is covering for a teacher absent on career break or secondment.

Transition phase:

From the commencement of the 2026/2027 school year, teachers who will have established an eligibility to the award of a CID under the terms of Circular 23/2015 or this Circular, (i.e., those who, during the 2025/2026 school year, are in their second or subsequent year as provided for under Circular 23/2015), will retain their eligibility as regards the award of a CID for the 2026/2027 or subsequent school year/s, subject to a viable post being available.

A teacher who is covered by this provision will have already been interviewed at the end of their first year and will not be required to do a further interview at the end of year 2 (or subsequent years).

For the purposes of the transition phase, a teacher who has completed their first year under the provisions of Circular 23/2015, but who is not due to complete their second year until

after the end of the 2025/2026 school year (for example a teacher who is not due to complete their second year until the 31st of October 2026), will be deemed to have completed their second year at the end of the 2025/2026 school year.

#### (2) Viable Post

A teacher who has in excess of one year's continuous employment with the same employer will be eligible for a CID provided the school/ETB has a vacant viable post.

A post is considered to be viable if it is for a reasonable period, comes from the school/ETB allocation for the forthcoming year, does not solely relate to temporary/substitute cover (e.g. covering for maternity leave/sick leave) and where there are no objective grounds. It should be noted that a reasonable period is considered to be at least a full school year.

Temporary cover/specific purpose contracts should be specified as an objective ground for not qualifying for a CID in the contract or letter of offer for the position. As stated above, a post covering for a teacher absent on career break or secondment is eligible for the award of a CID.

#### (3) Hours to be included in a CID that is being awarded under 1 above

When a CID is being awarded under the terms and conditions of this circular, the hours of the CID will be those hours for which the teacher was engaged on a fixed term contract for the full school year prior to the issuing of the CID.

#### (4) Teachers that hold a Part-Time CID and the granting of a further CID in respect of additional hours

Where a teacher holds a part-time CID and the Board of Management/ETB has employed this teacher for additional hours (i.e. a part-time fixed term contract in addition to a previously acquired CID in the school/ETB), and the hours concerned continue to be viable and available within the school/ETB's allocation, and where no objective ground exists, the qualifying period is a period of continuous employment in excess of one year.

#### (5) CID and permanent status

A teacher employed on a contract of indefinite duration holds an employment status that is equal to that of a permanent teacher.

Employers are reminded that teachers can be recruited on a permanent basis ab initio, once the school/ ETB is within its authorised allocation of teaching posts and the criteria outlined in Department Circulars for filling teaching posts are complied with.

#### (6) Termination of First Fixed-Term Contracts

All first fixed-term contracts must be terminated at the end of the first school year. If the employment is continuing for the following year, it must be automatically re-advertised by the employer and a new recruitment process undertaken for the filling of the post for the second year. Therefore, the employer cannot provide a CID or a new fixed term contract to any teacher unless it advertises and interviews first.

#### (7) Redeployment

A teacher who acquires a CID as a result of covering for a teacher on career break or secondment will be liable for redeployment immediately prior to the return of the teacher that they are covering for. A school must retain a teacher who acquires a CID in this manner where the school's allocation allows for same.

In the event that through the implementation of the provisions of this circular the award of a CID to a post primary qualified teacher in a special school results in a curricular mismatch in the school, the terms of the Redeployment Scheme to address a mismatch at second-level between curricular needs and staffing resources, as set out in the relevant redeployment agreements in place, will be used as a means to address the curricular mismatch.

It is important that the redeployment process continues to operate successfully in redeploying all surplus teachers to those schools where there are vacancies.

The redeployment of teachers will be managed in accordance with the relevant redeployment rules in place.

## **Part B**

### **Sanctioning of CIDs and the procedures to be followed by employers and teachers.**

(1) The entitlement to a CID will now arise in circumstances where a teacher has continuous service of one year, and is then re-appointed following an interview process, to a viable post, for a subsequent year in the school, thus embarking on a period of continuous employment in excess of one year with the same employer.

The awarding of the CID, in such circumstances, will therefore now form part of the appointment/reappointment process for teachers which takes place each year, from the 2026/27 school year onwards.

All schools are required to ensure that they only appoint teachers, from within the total allocation, which is made available to schools in the spring of each year, preceding the forthcoming school year.

#### Primary School (Non-ETB) Procedures

Template letters to award or refuse a CID to a teacher will be available to schools. Letters awarding a CID are subject to a post being available to them in the school, and the appointment is made where the criteria set out in this circular have been met.

Amended reappointment forms will be available from the commencement of the 2026/27 school year.

Where a school wishes to grant a CID to a teacher, schools will be required to indicate on the revised reappointment form that the appointment is a CID appointment.

The Payroll Division, on processing the reappointment form for the teacher/school, will check to ensure that the appointment is within the school's allocation. Forms will be returned to school if the appointment is not within the staffing allocation for the school.

When the appointment is recorded, the Payroll Division will then record on the Payroll system that the CID has been granted for this teacher and record the number of hours for which the CID has been granted. The CID will not come into effect until the reappointment has taken place.

### ETB Procedures

The ETB will review the service of fixed term teachers in consultation with the CNS Principal to ascertain eligibility for a CID upon reappointment for a second year.

The ETB will check to ensure that the appointment is within the ETB's allocation and that the appointment is being made to a viable post.

Arrangements will be made for the DEY Payroll Division to be notified of appointment to a CID for an individual's record to be amended accordingly.

Upon appointment the ETB may issue a letter of confirmation to the teacher to confirm the CID has been awarded and recorded.

### General

Where a viable post covered by A(1) exists from the commencement of the 2026/27 school year, the school/ETB will confirm and record the award of a CID for a teacher in an Oireachtas funded post who satisfies all of the following conditions:

- (i) the teacher is registered on a current basis with the Teaching Council and
- (ii) the teacher is the holder of registration and qualifications appropriate to the sector and
- (iii) the teacher has had in excess of 1 year's continuous teaching service under one or more successive written contracts of employment with the same employer that were paid for out of monies provided by the Oireachtas and the most recent such contract is comprehended by 1 of Part A and a new interview process was conducted.

Unless s/he is excluded by reason of the following:

- (iv) the teacher is covering for another teacher absent on an approved scheme of leave (other than covering for a teacher on career Break or secondment) and this is set out as an objective ground in writing in the contract.

### Certification

The school must also certify that the CID sought is in accordance with the terms outlined in this circular and that it is in respect of a viable post as per A(1), that the post had been advertised, that interviews were conducted and that the teacher was successful following interview and is entering the second or subsequent year of employment. The teacher must also sign the form.

ETBs are required to ensure that they have a process in place to certify the above.

(2) Termination of all first-year fixed term contracts, advertising of the posts and mandatory interview process.

Termination of First-Year contracts.

All first-year contracts will terminate at the end of the school year.

Advertising and interviews

Where a vacant viable post, as set out in Part A(1) of this circular, will exist for the following school year, the employer must advertise the post and conduct an interview. In advertising the post, the employer must specify the nature and duration of the post. A teacher who has already been interviewed at the end of their first year will not be required to do a further interview at the end of year 2 (or subsequent years).

Notification to teacher

Teachers who have held relevant one-year fixed term contracts in accordance with the provisions of Part A of this circular must be notified by the employer that the post is being advertised and must be provided with the details of the application process.

## **Part C Adjudication**

The existing adjudication system, as set out in Circular 30/2018, was designed to facilitate a quick, efficient resolution of disputes about the award or failure to award a CID as required by law. The system is voluntary and not binding; any party is free to pursue statutory relief if so desired. The adjudication system will remain in place to consider any matter raised in accordance with the relevant circulars and the law.

The voluntary adjudication process will also be available to deal with any disputes (e.g. in relation to awarding a CID, the number of hours that should be included in a CID or additional CID) and where the party concerned is relying on the revised terms and conditions of teachers set out in Part A and the application process and procedures set out in Part B.

Since the changes that have resulted from HRA and further changes provided by this circular are more beneficial to teachers and are based on an industrial relations agreement as distinct from the requirements of law, it may or may not be possible to pursue statutory relief.

An application for adjudication that relies on the new terms and conditions regarding awarding a CID or additional CID as set out in this circular and the associated procedures and arrangements set out in this circular will not however preclude any party from pursuing statutory relief where it is available.

## **Part D**

### **Miscellaneous Provisions**

Note: Dates contained in this circular relating to a particular school year are by way of example and to facilitate understanding. The procedures authorised in this circular are applicable in future years until further notice.

#### **Compliance**

The new terms and conditions that grant a CID or an additional CID create permanent employment in publicly funded posts. It is important that best practice norms relating to fairness, transparency and probity that attach to public appointments are fully followed and the procedures set out in this circular are adhered to. It is important therefore when the sanction of the Department or an ETB is sought that all necessary documentation and certification provided is accurate.

#### **Audit**

The Department may audit (or have audited) the practices within schools and ETBs in relation to the implementation of this circular in relation to best practice, compliance and irregularities. Schools and ETBs should retain all relevant records securely that relate to or support any application for a CID so that they are available for audit.

#### **General**

Where an employer issues a CID and that CID is to be Oireachtas funded, the employer must comply with the terms and conditions of this Circular.

A CID contract template is attached at appendix 1 for information.

Please ensure that copies of this circular are provided to all members of the Board of Management/Education and Training Board and that its contents are brought to the attention of all teachers in your employment including those on leave of absence.

This Circular can be accessed on the Department's website under [www.gov.ie/education](http://www.gov.ie/education) Home – Schools & Colleges – Information – Employment Terms and Conditions – Fixed Term Contracts.

All enquiries regarding this circular should be addressed to the employer (school) or the relevant management body in the first instance. Further enquiries may be addressed to [teachersna@education.gov.ie](mailto:teachersna@education.gov.ie) in relation to the awarding of CIDs and to [allocations@education.gov.ie](mailto:allocations@education.gov.ie) in relation to redeployment.

James Walsh  
Teachers/SNA  
Terms and Conditions  
26<sup>th</sup> February 2026

## **APPENDIX 1**

Template Contract of Employment

Teacher's Contract of Indefinite Duration

Primary Sector

1.

Parties:

Employee:

Employer:

### COMMENCEMENT

This contract will commence on [insert date]

2. Title of Post: Qualified teacher on a contract of indefinite duration

3. Nature of Position

The purpose of the contract is to teach the assigned number of hours each week over the course of the full school year.

4. Hours of Work

The hours of the contract of indefinite duration will be the hours for which the employee was engaged on a fixed term contract in the school/academic year prior to the issuing of the CID (other than those hours which are for the provision of temporary cover).

5. Meaning to be given to a Contract of Indefinite Duration

A person who has an expectation that, subject to the normal date of retirement in the employment, she or he will be retained in the employment and will not be dismissed without there being any good reason such as misconduct or unfitness for their position, or other compelling or unavoidable circumstances. Any dismissal shall be achieved by the application of the agreed termination arrangements for the particular sector or the application of the relevant statute, as the case may be.

6. Duties

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.

## 7. In-service training

The arrangements for training and professional development will be on the same basis as for permanent wholetime teachers.

Where a person may be required to attend training or other in-service courses at the discretion of the Employer as the Employer deems appropriate. Where such training is required by employer, by law, or collective agreement, to enable you to carry out the work for which you are employed, such training will be provided free of charge, shall count as working time and where possible will take place during working hours.

## 8. Travel and Subsistence Allowances.

Travelling and subsistence allowance will be paid in respect of necessary journeys authorised by school management in accordance with the conditions laid down and at rates agreed for permanent teachers from time to time by the Minister for Education and Youth.

## 9. External Work.

The employer must be notified of all external work. Any external work engaged in by the appointee must not be such as to interfere with the fulfilling of the appointee's duties and responsibilities to the school.

The contract may also be terminated in the event that the teacher's work, when calculated in the aggregate, exceeds the limit of 48 hours for the previous relevant period as set out in Section 15 of the Organisation of Working Time Act, 1997. Any such decision to terminate the contract will be taken in accordance with appropriate procedures.

## 10. Annual Leave

Annual leave arrangements may be granted in accordance with the conditions laid down by the Minister for Education and Youth from time to time for permanent wholetime teachers.

## 11. Maternity/Adoptive/Carers /Parental/Force Majeure Leave

Maternity/Adoptive/Carers/Parental Leave will be granted to the appointee in accordance with the arrangements authorised by the Minister for Education and Youth. The provisions of the Parental Leave Act 1998 and any subsequent Acts replacing or amending that Act will apply to Force Majeure leave.

## 12. Sick leave

Certified and uncertified sick leave may be granted in accordance with the conditions laid down for permanent teachers by the Minister of Education and Youth from time to time.

## 13. Remuneration

The salary scale attaching to the position is the teachers' common basic scale together with appropriate allowances. Part-time teachers will be paid on a pro-rata basis. Payment will be made in arrears by direct transfer to a bank account nominated by you on a fortnightly/monthly basis.

Hours worked over and above the contracted hours will be paid in accordance with rates agreed from time to time by the Minister for Education and Youth.

You may request a written statement of your average hourly rate of pay for any pay reference period as provided under Section 23 of the National Minimum Wage Act 2000.

## Social Security

Social insurance contributions attached to this contract of employment are received by the Revenue Commissioners through the Pay-As-You-Earn (PAYE) income tax system.

## 14. Pensions and Superannuation

14.1 Membership of a relevant superannuation scheme is compulsory, except in respect of appointments encompassed under 17.4 below. Appropriate deductions will be made automatically from your salary.

The Public Service Pensions (Single Scheme and Other Provisions) Act 2012 imposes a 40-year limit on the total service which can be counted towards pension where a person has been a member of more than one public service pension scheme, other than the Single Scheme. This may have implications if you acquired pension rights in a previous public service employment.

Appointments are subject to the Additional Superannuation Contribution (ASC) in accordance with the Public Service Pay and Pensions Act 2017.

#### 14.2 Employees engaged post 2013

Employees engaged post 2013 will be members of the Single Public Service Pension Scheme, unless they are exempted in accordance with the Public Service Pensions (Single Scheme and Other Provisions) Act 2012. Full details on the Scheme and exceptions are available at [www.singlepensionscheme.gov.ie](http://www.singlepensionscheme.gov.ie). Contributions are deductible at the rates applicable to the scheme.

#### 15. Pension Abatement

Abatement applies to pensions of all Civil and Public Servants who are re-employed across the wider public service. If the Employee had previously been employed in the Civil or Public Service and is in receipt of a pension from the Civil or Public Service or where a Civil/Public Service pension comes into payment during his/her re-employment, that pension will be subject to abatement in accordance with Section 52 of the Public Service Pensions (Single Scheme and Other Provisions) Act 2012.

However, if the Employee was previously employed in the Civil or Public Service and was awarded a pension under voluntary early retirement arrangements (other than the Incentivised Scheme of Early Retirement (ISER), the Department of Health Circular 7/2010 VER/VRS or the Department of Environment, Community & Local Government Circular letter LG(P) 06/2013, (any of which render the Employee ineligible for the post) the entitlement to that pension will cease with effect from the date of reappointment. Special arrangements may, however, be made for the reckoning of previous service given by the Chief Executive for the purpose of any future superannuation award for which the Employee may be eligible.

#### 16. Registration with the Teaching Council.

A teacher shall be required to maintain their registration with the Teaching Council. Should the teacher allow their registration to lapse, or if they are removed from the register, for any reason, this shall be an objective ground for termination of the contract, subject to the provisions of Circular 52/2013.

#### 17. Collective Agreements

These arrangements are subject to collective agreements arrived at from time to time between the teacher unions, managerial authorities of schools and the Minister for Education and Youth.

18. Disciplinary Procedures

Disciplinary matters are dealt with in accordance with the appropriate procedures as set out in the relevant circular letter.

19. Notice of Termination of Contract

Employment may be terminated at any time by the giving of three months written notice on either side, or as may be appropriate, in accordance with the provisions of the Minimum Notice and Terms of Employment Acts 1973 - 2001. However, both Parties are free to waive their right to notice. Nothing in this agreement shall prevent the giving of a lesser period of notice by either Party where it is mutually agreed. The ETB reserves the right to pay in lieu of notice.

In the event of serious misconduct or breach of contract on the part of the Employee, the Employer reserves the right to terminate the contract without prior notice or payment in lieu of notice, in accordance with agreed procedures. In this event, no remuneration or compensation will be payable other than that applicable to work carried out.

20. Additional Information

Circular letters, Information Notes, Policies and Procedures governing this contract of employment be found on the following locations;

Department of Education and Youth

<Employer to insert specific location if available>

21. Declarations and Signatures

I have read and fully understand the foregoing Contract of Employment and I agree to abide by the terms of this contract and further warrant that all statements and representations which I have made in application for this appointment are true and correct.

Signed:- \_\_\_\_\_

(on behalf of the Employer)

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

Signed:- \_\_\_\_\_

(appointee)

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

Transmission to Employee

This statement is being transmitted to the employee by the following method or methods:

On paper

In electronic form

On paper and electronic form

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