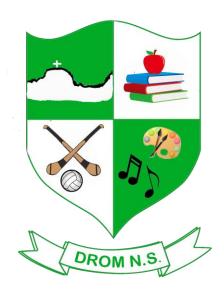
DROM NATIONAL SCHOOL SCHOOL POLICY PLANNING



SCHOOL VISITOR POLICY

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1. RATIONALE

The Board of Management of Drom National School seeks to provide an open and friendly learning environment, which values and encourages visitors to the school. At the same time the Board has a legitimate interest in avoiding disruption to the educational process, protecting the safety and welfare of the students and staff, and to protect and preserve the schools facilities and resources from misuse or vandalism.

2. AIMS

The aim of this policy is to provide guidelines for all visitors to the school and in so doing;

- Provide a safe and secure environment for our students and staff.
- Establish protocols and procedures that effectively monitor and manage visitors, whilst not compromising the open and inviting nature of the school.
- Ensure compliance with child safeguarding procedures and relevant circulars and legislation.
- Ensure compliance with the school's Health and Safety Plan.

3. **DEFINITIONS**

Visitors to the school are defined as all people other than staff members, students, and parents/guardians involved in the task of delivering or collecting children at the start or end of the school day.

4. TYPE OF VISITOR

- Parents / Guardians
- Department of Education officials
- Guest Speakers
- Paid coaches and instructors
- Volunteers (parents, sport coaches, etc.)
- Contractors
- Couriers
- Sales people
- Clergy

5. RESPONSIBILITIES

The school principal shall have the authority to determine which visits are permitted as well as the discretion to set any appropriate conditions on the nature and extent of such visits. In exercising this discretion, the principal shall consider the purpose of the visit, the impact of the visitor's presence and the relationship of any visitor to the students.

School personnel shall seek to assure that parents and other visitors are courteously received and that sincere efforts are made to provide them with the information as may be needed to foster a cooperative relationship between home, school and community.

6. GENERAL REQUIREMENTS FOR VISITORS

- Access to the school building will be in line with agreed school procedures.
- All visitors are asked to comply with the procedures laid out in the school's Health and Safety Plan
- All visitors engaged in "relevant work or activities" with the students of Drom National School are required to meet the vetting requirements of the National Vetting Bureau (Children and Vulnerable Persons) Act 2012 as amended by the Criminal Justice (Spent Convictions and Certain disclosures) Act 2016.
- All visitors shall report to the Principal / member of staff when arriving or leaving the school premises. Notices shall be displayed in each building indicating that all visitors are required to report to the school secretary between 9.00am and 12.00pm on Monday, Wednesday and Friday and thereafter to the principal.
- Visits may be prohibited at certain times such as times of standardizing testing and while preparations for school events are being conducted.
- If conflicts occur because of the number of visitor requests or other circumstances, parents of currently enrolled students will generally be given preference.
- All school visitors must comply at all times with Board of Management and Department of Education policies, child safeguarding requirements, administrative rules and school regulations.

7. PARENTS AS VISITORS

- Parents wishing to conference with teachers or administrators during the course of the school day are requested to make a prior appointment.
- Parents who visit the premises during the school day to collect students for external appointments are asked to report to the child's teacher at the 'Parent / Visitor' entrance. Parents / guardians are asked to remain at the Parent / Visitor entrance until their child is brought to the door for collection.
- Parents who have been invited to visit the school as part of an open day, special event or scheduled school performance are exempt from the above requirements.

8. GUEST SPEAKERS

- Guest speakers may be invited to the school where the principal teacher's authorization has been sought and where it has been deemed that the use of such a speaker will bring specific knowledge and expertise to enrich the planned curriculum.
- A check list for the organisation of guest speakers is appended to this document.
- Guest Speakers on subjects/areas other than the approved curriculum must be approved by the Patron prior to being invited to the school.
- Guest Speakers are required to meet the vetting requirements of the National Vetting Bureau (Children and Vulnerable Persons) Act 2012 as amended by the Criminal Justice (Spent Convictions and Certain disclosures) Act 2016.

9. COACHES & INSTRUCTORS

External coaches and instructors are used to supplement the delivery of the curriculum in Drom National School. The Board of Management will:

- Enter into a consultancy agreement with any external coach or instructor that charges a fee to the Board of Management of Drom National School for the provision of services used to supplement the delivery of the curriculum in the school. See Appendix 2.
- Inform their insurers in writing in respect of any arrangement with an external coach or instructor and obtain written confirmation from them in relation to any relevant insurance issues.
- Ensure that the classes / coaching sessions are held at intervals during the school year.
- Ensure that the person giving the classes in the school is accompanied by a staff member.
- Provide the contractor with a copy of the school's Child Safeguarding Statement and receive confirmation in writing of receipt of same.

In addition:

- Coaches / Instructors are required to meet the vetting requirements of the National Vetting Bureau (Children and Vulnerable Persons) Act 2012 as amended by the Criminal Justice (Spent Convictions and Certain disclosures) Act 2016.
- They should have appropriate experience of working with young people.

10. CONTRACTORS

- Contractors who may regularly have staff on the premises during the school day will be required to
 meet the vetting requirements of the National Vetting Bureau (Children and Vulnerable Persons) Act
 2012 as amended by the Criminal Justice (Spent Convictions and Certain disclosures) Act 2016.
- Contractors who may occasionally visit the school premises while the students are present must be
 accompanied by a member of staff at all times and must meet the vetting requirements, if applicable,
 of the National Vetting Bureau (Children and Vulnerable Persons) Act 2012 as amended by the
 Criminal Justice (Spent Convictions and Certain disclosures) Act 2016.

The principal has the authority to exclude from the school premises any person who disrupts or who appears likely to become a disruption to the educational program. Any such individual shall be directed to leave the school premises immediately and law enforcement authorities shall be called if necessary.

RATIFICATION:

This policy was ratified by the Board of Management on 6th December 2016. It was amended on 17th April 2018 to address risks of harm identified in a risk assessment of the school's Child Safeguarding procedures carried out in March 2018. It was further amended on 13th December 2022 in line with a review of the school's Child Safeguarding Statement and Covid-19 Response Plan. It was further amended on 16th November 2023.

The policy will be available on the school website and through the office.

It will be reviewed every year and amended if necessary.

IMPLEMENTATION

Ms. Amadean Moore-Walsh

Principal

This policy will be implemented following ratification by the Board	d of Management.
Date of next review: September 2024	
Signed:	Date:
Fr. Martin Murphy Chairperson, Board of Management.	
Signed:	Date:

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APPENDIX 1

GUEST SPEAKER CHECK LIST

This checklist will be used by staff in school to support them through the stages of involving a visitor in the classroom.

Before the Visit

- Why is this visitor being asked into school?
- Does the visitor come with any recommendations?
- Has the school used this visitor before?
- What experience has this visitor of working with this age group?
- Have parents been informed of the session (if appropriate)?
- How will you ensure that pupils are hearing a balance of opinions about the topic/issue?
- Has the visitor meet garda vetting requirements? (if applicable)

Preparing the Visitor

- Is the visitor aware of the context of the contributions they have been asked to make?
- Has the visitor identified the intended learning outcomes for their input?
- Have the resources and materials been reviewed for appropriateness and the maturity of the pupils?
- Is the visitor aware of the aims of their visit?
- Has the visitor been made aware of the school ethos?
- Is the visitor aware of the ability and maturity level of the young people they will be working with?
- Will the visitor make a pre visit to the school?
- Are the school's legal responsibilities to the children and young people being met?
- Has the visitor been supplied with copies of the relevant school policies?
- Is the visitor aware of any risks to health and safety?

Preparing the Visit

- What arrangements will be made to welcome the visitor to the school and introduce them to the class?
- Is the size of the group appropriate to the activity and learning purpose?
- Is this visit part of a planned programme with preparation beforehand and follow up afterwards?
- How will the group be prepared for the visitor?
- What resources will be needed for the session?

During the Visit

- Will the school be able to respond appropriately to questions or incidents that may arise after the visitor has left?
- How will the teacher support the visitor in this work?
- Will a member of the school staff be present during the session?

After the visit

How will the outcome of the evaluation inform future work?

Is there opportunity for feedback and discussion about the impact of the visitor's session?

Evaluation

The teacher and visitor will ensure that time has been agreed to jointly evaluate the session. The following questions can be used as prompts:

- What was the young people's response to the session(s)?
- Have the learning outcomes been achieved?
- What went particularly well in the session(s)?
- Which parts (if any) of the session were not successful?
- Were the resources and materials used appropriate?
- In what ways do you think that the session(s) could be improved?
- Are there any issues from this session that you think need addressing further?

Pupil evaluations will be carried out to inform future planning and will focus upon:

- What pupils have learnt in the sessions
- What they like about the sessions
- What they didn't like about the sessions
- What else they would like to know about

APPENDIX 2

CONSULTANCY AGREEMENT

DATED [INSERT DATE] DAY OF [INSERT YEAR]

The Board of Management of Drom National School

- and -

[INSERT NAME OF CONSULTANT]

THIS AGREEMENT is made the [Insert date] day of [insert month and year],

BETWEEN

The Board of Management of Drom National School whose address is at Drom, Templemore, Co. Tipperary, hereinafter referred to as the "Board"; **AND**

[Insert name of Consultant] of [Insert address of Consultant] (hereinafter referred to as the "Consultant".

WHEREAS

- A. The Board is the board of management of Drom National School constituted under the Education Act, 1998 and under the Patronage of [Archbishop/Bishop (delete as appropriate) insert name of Patron] hereinafter "the School".
- B. The Consultant is engaged in the business of [insert type of business i.e. Irish dancing, teaching music etc.].
- C. The Board wishes to engage the Consultant subject to and upon the terms and conditions of this Agreement to provide Services (as defined in Clause 3) to the School.
- D. The Consultant is acting in his / her capacity as an independent contractor in the performance of the Services (as defined in Clause 3) and no employment relationship or partnership of any kind shall arise.

NOW IT IS HEREBY AGREED as follows:

1. Appointment

- 1.1 The Board hereby appoints the Consultant as an independent contractor to provide the Services and the Consultant hereby accepts such appointment.
- 1.2 It is expressly agreed that the Consultant is acting in business on his / her own account and, subject to Clause 6, is permitted to perform services similar to the Services for third parties.
- 1.3 It shall be the Consultant's responsibility to comply with all legislation from time to time in force in relation to the provision of the Services.

- 1.4 The Consultant recognises that the requirements of the Board may vary from time to time as regards volume and the extent of the needs of the Board in relation to the Services at any time.
- 1.5 The Consultant acknowledges the overriding obligation hereby imposed is to ensure the prompt provision of the Services in an efficient lawful, reliable, courteous, polite and professional manner in accordance with best practice.
- 1.6 The Services shall be provided by the Consultant. Only persons approved by the Board may be engaged by the Consultant in the provision of the Services and at the date of this Agreement, the Consultant is the only person so approved. The Board's prior written consent is required to the extent that any other person is to be engaged in the provision of the Services by the Consultant.

2. Term

The term of this Agreement shall be from [Insert date of commencement of Services] until [insert date of ending of Services] or until the Agreement is otherwise terminated in accordance with its terms (the "Term").

3. Services

- 3.1 During the Term, the Consultant shall provide [insert services which will be provided i.e. Irish dancing classes, music classes] or such other services as may be agreed in writing between the Consultant and the Board from time to time (the "Services").
- 3.2 The Consultant shall comply with all applicable (both Irish and foreign) laws and regulations in relation to the provision of the Services, including any applicable health and safety standards and obligations. The Consultant shall be required to comply with the Board's rules and policies relating to the School and all Department of Education and Skills (and its successors in title) Circulars as applicable.
- 3.3 By signing this Agreement the Consultant declares that he / she is in full compliance with his / her tax affairs and [is a properly registered sole trader/corporate entity (delete as appropriate)]. Prior to signing this Agreement, the Consultant shall provide the Board with (i) documentary evidence that he / she is registered as a sole trader or corporate entity; and (ii) a valid tax clearance certificate or any equivalent document issued by the Revenue Commissioners.
- 3.4 The Consultant acknowledges that it is a precondition to commencing the Services that the Consultant confirms in writing to the Board that he / she and any staff or volunteers engaged by him / her in the provision of the Services have been Garda vetted in accordance with the National Bureau (Children and Vulnerable Persons) Acts 2012 and 2016 and the vetting does not contain any disclosure/specified information which would render the staff / volunteer(s) unsuitable to carry out relevant work / activities with children / vulnerable adults. Furthermore, the Consultant shall not be entitled to commence providing the Services until Consultant has:
 - 3.4.1 provided the Board with a statutory declaration and form of undertaking in the form attached in Appendix 1 hereto;

- 3.4.2 confirmed in writing to the Board that he / she has an adequate written Child Protection Policy / Child Safeguarding Statement in place and that he / she and any staff or volunteers engaged in the provision of the Services have been adequately trained in Child Protection Procedures.
- 3.5 The Consultant shall provide any equipment necessary in respect of the Services and in the use of such equipment and in general in relation to the provision of the Services the Consultant shall at all times comply with all health and safety requirements as set out and as required by the Chairperson of the Board (the "Chairperson"), the Principal Teacher or the Board.
- 3.6 The Consultant shall devote such time as is necessary in order to provide the Services to the Board, subject to a maximum of [insert number of hours per week] working hours in any week, unless otherwise agreed in writing by the Chairperson.
- 3.7 The Consultant warrants that he / she has the necessary skills and qualifications to perform the Services and will exercise due care and skill in their performance. The Consultant further warrants that he / she shall procure and maintain such insurances as a prudent person engaged in the provision of services similar to the Services. Without prejudice to the generality of the foregoing, the Consultant warrants that he / she has adequate public liability and employer liability cover in order to provide the Services and hereby indemnifies the Board and the Patron of the School in relation to any claims which arise in the performance of the Services. The Consultant shall provide the Board with a letter of indemnity from his / her insurers confirming the indemnity set out in this clause, prior to the provision of the Services.
- 3.8 The Consultant shall travel to such place or places as may be necessary for the proper provision of the Services.

4. Fees

- 4.1 In consideration of the Services to be rendered by the Consultant under the terms of this Agreement, the Board agrees to pay the Consultant the sum of [€0.00 insert amount plus VAT] (if applicable) per hour.
- 4.2 Within 14 days of the month end of each month during which Services were provided, the Consultant shall submit to the Board an invoice in respect of Services provided during that month. Such invoice shall be valid for VAT purposes (if applicable) and contain a narrative of the Services provided, including:
 - 4.3.1 the day(s) on which the Services were provided and the hours spent on the Services on any day;
 - 4.3.2 the amount of VAT chargeable for the provision of the Services (if applicable).
- 4.3 The Board will pay the Consultant not later than 30 days following the date of invoice. No payments shall be made to the Consultant until he has provided the Board with (and permit a copy thereof to be taken) of his Tax Clearance Certificate at the commencement of the contract.

5. Reporting

The Consultant shall report to the School's Principal Teacher and the Chairperson. However, the Board reserves the right to request the Consultant to report to the Board in such form and frequency and within such time periods as it may determine from time to time. The Board shall be entitled to have full and free access to all papers, results and data generated by the Consultant in the performance of Services.

6. Conflicting Activities

The Consultant shall be free to undertake other work during the term of this Agreement provided that:

- 6.1 such work does not cause a breach of any of the Consultant's obligations under this Agreement;
- 6.2 such work does not conflict with his / her obligations under this Agreement;
- 6.3 the Consultant shall and shall procure that any person approved by the Board to provide the Services pursuant to the terms of this Agreement shall give reasonable priority to the provision of the Services to the Board during the term of this Agreement.

7. Independent Contractor

In the performance of the Services hereunder:

- 7.1 the Consultant shall be and shall be deemed to be an independent contractor and self-employed person and shall declare and be accountable to the Revenue Commissioners for all taxation payable on or in respect of the payments received by him/her under this Agreement.
- 7.2 the Consultant acknowledges that nothing in this Agreement shall be deemed to constitute an associated partnership, joint venture or relationship of principal and agent or master and servant between the Consultant and the Board;
- 7.3 the Consultant shall not (notwithstanding any other term or condition of this Agreement) be at liberty to enter into any contractual agreements on behalf of the Board and shall have no authority to bind the Board.
- 7.4 no employment or other service relationship shall exist between the Board and the Consultant or any individual employed or engaged by the Consultant in connection with the performance of the Services.

8. Indemnities

The Consultant agrees to indemnify and keep indemnified the Board against all losses, costs, demands, damages, actions, expenses and claims howsoever arising or incurred by the Board and the School:

- 8.1 relating to the taxation treatment of the payments made pursuant to Clause 4;
- 8.2 relating to the provision of the Services to the Board and any liability arising therefrom; and
- 8.3 as a result of the breach by the Consultant of any of the provisions of Clause 14 below.

9 Termination

- 9.1 This Agreement may be terminated in any event by either party on the giving of fourteen (14) days' notice in writing to the other party.
- 9.2 The Board shall have the right (in addition to any other rights which it has at law) to terminate this Agreement forthwith and without liability for compensation or damages if the Consultant:
 - 9.2.1 commits a breach of this Agreement which in the case of a breach capable of remedy shall not have been remedied within 7 days of the receipt of a notice identifying the breach and requiring its remedy; or
 - 9.2.2 the Consultant or any person approved by the Board to provide the Services pursuant to the terms of this Agreement or is guilty of any act which brings the Board into disrepute or which in the Board's reasonable opinion is prejudicial to its interests; or
 - 9.2.3 the Consultant becomes bankrupt or enters into any scheme of arrangement with his/her creditors; or
 - 9.2.4 the Consultant or any person approved by the Board to provide the Services pursuant to the terms of this Agreement is incompetent, guilty of serious misconduct, and/or any serious or persistent negligence in the provision of the Services; or
 - 9.2.5 the Consultant or any person approved by the Board to provide the Services pursuant to the terms of this Agreement commits any fraud or dishonesty; or
 - 9.2.6 the Consultant fails or refuses after written warning to provide the Services reasonably and properly required of him/her by the Board.
- 9.3 The Consultant shall upon the termination of his engagement immediately deliver up to the Board all correspondence, documents, specification papers and property belonging to the Board which may be in its possession or under its control or in the possession or under the control of the Consultant.

10 Data Protection

The Consultant hereby consents and shall obtain the consent of any person approved by the Board to provide the Services pursuant to the terms of this Agreement to the holding or processing by the Board of personal data, including sensitive personal data, for the purposes of the Data Protection Acts 1988 and 2003. The consent obtained by the Consultant as outlined above shall include the consent to such information being made available by the Board to those who provide products or services to the Board such as advisers, regulatory authorities, governmental or quasi governmental organisations. The Consultant hereby warrants that he/she shall deal with all data in the control of the Board and the School that comes into his possession in the course of providing the Services or howsoever confidentially and, subject to Clause 11 below, shall not use such data or process it in any without the written consent of the Board and the parents/guardians of pupils of the School.

11 Non-Disclosure

- 11.1 The Consultant shall not disclose Information relating to:
 - a, the Board;
 - b. the School;
 - c. the Pupils and their confidential information

"Information", for the purpose of providing the Services, is Information considered to be confidential to the parties at a, b & c above and the Consultant agrees the following:

- 11.1.1 he/she shall maintain the Information in confidence, and shall not directly or indirectly, without the prior written consent of the Board, disclose or use the Information in whole or in part other than for the provision of the Services;
- 11.1.2 he/she shall not use sell market or disclose or permit the disclosure of any Information to any third party;
- 11.1.3 he/she undertakes to notify the Board immediately of any circumstances or events which give rise to or are likely to lead to wrongful disclosure and/or misuse of Information; and
- 11.1.4. that the provisions of this Agreement shall be in addition to, and not in substitution for, all and any other obligations of confidentiality attaching to the Information whether at common law, by agreement between the School and any other party, or otherwise howsoever arising.
- 11.2 The Consultant hereby agrees and undertakes that the covenants contained in this Clause 11 shall bind and apply to all persons employed or engaged by or with the Consultant or otherwise assigned to the Services and the Consultant shall procure that each such person shall agree to be bound by the covenants therein contained.
- 11.3 For the avoidance of doubt, the obligations set out in this Clause 11 shall survive termination of this Agreement. The Board and the Consultant hereby agree that monetary damages may not be a sufficient remedy for any breach of this Clause 11and that, in addition to all other available remedies, the Company shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach.

13. General

- 13.1 For the purposes of this Agreement:-
 - 13.1.1 Use of any gender includes the other genders.
 - 13.1.2 Any reference to any statute, statutory provision or to any order or regulation shall be construed as a reference to that statute, provision, order or regulation as extended, modified, replaced or re-enacted from time to time (whether before or after the date of this Agreement) and all statutory instruments, regulations and orders from time to time made thereunder or deriving validity therefrom (whether before or after the date of this Agreement).
 - 13.1.3 Any reference to a person includes his successors, personal representatives and permitted assigns.
- 13.2 This Agreement embodies the entire understanding of the parties hereto concerning the subject matter hereof and overrides and supersedes any prior promises, representations, understandings, arrangements or agreements concerning the same.
- 13.4 The termination of this Agreement shall not prejudice the continuance in force of any of the provisions hereof which are intended to survive the termination.
- 13.5 The construction and performance of this Agreement shall be governed by and construed in accordance with the laws of Ireland and in the event of any dispute relating to this Agreement the parties hereto irrevocably submit to the exclusive jurisdiction of the Courts of Ireland.
- 13.6 This Agreement may be executed in any number of counterparts (whether original or facsimile) and upon execution of all such counterparts by one or more parties each counterpart shall be deemed to be an original hereof.
- 13.7 The rights and obligations contained in this Agreement shall not be assignable by either party save with the consent of the other party.

IN WITNESS whereof the hands of the parties hereto the day and year first above written.

SIGNED AND DELIVERED

for and on behalf of the **BOARD** by the Chairperson for the time being in the presence of:-

SIGNED AND DELIVERED

By [insert name of consultant] in the presence of:-

Statutory Declaration and Form of Undertaking

I of,				
in the county of	aged sixteen years and upwards do			
SOLEMNLY AND SINCERELY DECLARE as follows:				
perspective, in relation to my conduct that would adversely affect the positio children or vulnerable persons by virtue [(the "School") by ["Organisation") or in any recognised	d belief there is nothing, from a child protection, character or personal background of any nature n of trust in which I would be placed in relation to e of my placement in [] (the primary or post-primary school or any other state or vulnerable persons for the purposes of] (the "Placement")			

I am aware that I am not now, or in the future, required to disclose to a school authority details of any conviction regarded as spent under the Criminal Justice (Spent Convictions and Certain Disclosures) Act 2016, but that, in accordance with section 10 of that Act, this does not however apply in the case of any conviction in respect of offences specified in Part 1 or 2 of Schedule 1 of that Act or those specified in Schedule 3 of the National Vetting Bureau (Children and Vulnerable Persons) Acts 2012 to 2016.

Within a child protection context:

- I hereby confirm my irrevocable consent to the School to the making of such enquiries as they deem necessary in respect of my suitability for the Placement in the School.
- I hereby accept and confirm the entitlement of the School to reject my application or terminate the Placement, if I have omitted to furnish the School with any information relevant to my application for, or continuing performance in the Placement.
- I understand that any false or misleading information submitted by me will render me liable to automatic disqualification from taking up the Placement or render me liable to have the Placement terminated in the event that it has already commenced.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1938.

Signed:	Date:		
Applicant			
Print Name:			
	Declared before me		
	by		
	who is personally known to me, at		
	in the City/County of on the	day of	
	20		
	[Practising Solicitor] [Commissioner for Oaths] [Notary Public] [Peace Commissioner]		
	Declared before me		
	by		
	who is identified to me by		
	who is personally known to me, at		
	in the City/County of on the	day of	
	20		
	[Practising Solicitor] [Commissioner for Oaths] [Notary Public] [Peace Commissioner]		
	Declared before me		
	by		

whose identity has been established to me before the taking of this Declaration by the production to me of [passport no. [passport number] issued on [date of issue] by the authorities of [issuing state], which is an authority recognised by the Irish Government]

Or

[national identity card no. [identity card number] issued on [date of issue] by the authorities of [issuing state] [which is an EU Member State, the Swiss Confederation or a Contracting Party to the EEA Agreement]

Or

[alien's passport no. (document equivalent to a passport)
[passport number] issued on [date of issue] by the
authorities of [issuing state] which is an authority
recognised by the Irish Government]

Or

[refugee travel document no. [document number] issued on [date of issue] by the Minister for Justice, Equality and Law Reform]

Or

[travel document (other than refugee travel document) no.
[document number] issued on [date of issue] by the

Minister for Justice, Equality and Law Reform]

at		
in the City/County of	on the	day of
20		
[Practising Solicitor] [Commission [Notary Public] [Peace Commission P		