



your school, your community

Association of Community and Comprehensive Schools
Cumann na Scoileanna Pobail agus Cuimsitheacha

Deed of Trust and Model Lease for Community Schools

May 2004

Model Lease for a Community School

(Note: This model is based on the situation in which the new school does not involve amalgamation of an existing school or schools. This note is not part of the Lease).
This Indenture is made the.....day ofin the year of Our Lord one thousand nine hundred and BETWEEN the MINISTER FOR EDUCATION of the one part and the REVEREND BROTHER X of (a member of the of the Brothers of the commonly known and hereinafter referred to as “the Brothers”), the REVEREND MOTHER Y of (a member of the religious congregation of nuns called and hereinafter referred to as “the Sisters of”) and Z of (hereinafter together called “the original Trustees”), of the other part.

Whereas:-

1. It is intended that a Community School to be called _____ School shall be built and established on the lot of ground which is hereinafter described.
2. It is further intended that the said lot of ground which is vested in the Minister for Education in fee simple shall be demised by the Minister for Education to the original Trustees for the purpose of the said School and on the terms and conditions hereinafter appearing.
3. The original Trustees have been nominated for appointment by the Minister in the case of the said Reverend Brother X by the Brothers in the case of the said Reverend Mother Y by the Sisters of and in the case of the said Z by the County of Education and Training Board.
4. The sum required for building and erecting the said School and for finishing, equipping and furnishing is estimated to amount to €.....(hereinafter called “the Building Cost”) and will be provided for by the Minister out of money voted for by the Oireachtas for the establishment of Community Schools.
5. The sum of €..... has been or is intended to be raised by the Brothers and Sisters ofand the Sum of €.....has been or is intended to be raised by the County ofEducation and Training Board as contributions towards the building cost, the payment to be made in equal annual instalments within a period of five years from the date of this indenture.
6. The balance of the building cost will be provided by the Minister out of moneys voted by the Oireachtas as aforesaid.
7. It is deemed desirable to declare the trusts upon which and the powers with which the Lease of the said lot of ground ought to be held.

Now this Indenture Witnesseth as follows:-

1A In this indenture the following expressions shall where the context so admits have the meanings assigned to them respectively in this clause that is to say:-

- (i) "The competent Religious Authority" means in relation to the Roman Catholic Church or the Church of Ireland the Ordinary and in any other case the person or persons who according to the rules or the constitution of the Church or Faith concerned is or are for the time being the religious superior or superiors of the members of that Church or Faith living in the area in which the School is situated.
- (ii) "The Minister" means the Minister for Education.
- (iii) "The Mother Superior" means the Mother Superior for the time being of the Convent to which the said B School was attached and during any vacancy in that office the person or persons who is or are for the time being entitled in accordance with the Constitutions of the Sisters of to exercise the functions of that office.
- (iv) "The Provincial" means the Provincial for the time being of the Irish province of the Brothers and during any vacancy in that office the person or persons who is or are for the time being entitled in accordance with the constitutions of the Brothers to exercise the functions of such Provincial.
- (v) "The Ordinary" means (a) in relation to the Roman Catholic Church the person who for the time being holds office according to the Canon Law of that Church as Ordinary of the Roman Catholic Diocese in which the School is situated and during any vacancy in such office means the Vicar Capitular or other person or persons who according to the said Canon Law and Practice of the Roman Catholic Church is or are for the time being entitled to exercise ecclesiastical jurisdiction as Ordinary over Roman Catholics living in the said Diocese (hereinafter called "the Roman Catholic Ordinary") and (b) in relation to the Church of Ireland the person who for the time being holds office in accordance with the Constitution of that Church passed at the Convention of 1870 or any subsequent modification thereof for the time being in force as Ordinary of the Diocese of the Church of Ireland in which the School is situated and during any vacancy in such office means the person or persons who according to the Canon Law of the Church of Ireland is or are entitled to exercise ecclesiastical jurisdiction as Ordinary over members of that Church living in the said Diocese.
- (vi) "The powers and discretions hereby conferred" (upon the Provincial, the Mother Superior and the Education and Training Board respectively) means -
 - (a) the power to nominate the person or persons to be appointed to fill a vacancy among the Trustees,
 - (b) the power to require the Minister to remove a Trustee,
 - (c) the power to give the directions for which provision is made in clause 8 hereof, and
 - (d) the power to consent to the exercise of the power conferred by clauses 3,7(i) and 13 hereof, and the right to nominate members of the staff of the School conferred by Clause 7B of the Second Schedule hereto

-
- (vii) "The scheme" means the provisions set out in the first and second Schedules hereto.
 - (viii) "The School" means the said Community School to be known as the School
 - (ix) "The Trustees" means the original Trustees and their successors for the time being as Trustees hereof appointed as hereinafter provided.
 - (x) "The Trust Property" means and includes:-
 - (a) the lease hereby granted by the Minister to the Trustees of the said lot of ground on which it is proposed to build the school,
 - (b) any other moneys or properties which may be paid or transferred or issued to and accepted or acquired by the Trustees for the purpose of being held on the trusts hereby declared, and
 - (c) the property or investments from time to time representing the assets specified in paragraphs (a) and (b) of this sub-clause or any of them or any part or parts respectively.
 - (xi) "The Education and Training Board" means the said County of Education and Training Board.

B The Interpretation Act 1937 shall apply to the interpretation of this Indenture as it applies to the interpretation of an Act of the Oireachtas.

2. In order to facilitate the establishment of the School the Minister by these presents grants and demises unto the Trustees ALL that lot of ground described in the map thereof annexed to this Indenture and therein indicated by the colour and situated in the town land of Barony of and County of and containing the several admeasurements and bounded as more particularly described and delineated in the said map TO HOLD the same unto the Trustees for the purposes of the School from the date of these presents for and during the term of (ninety-nine) years but determinable as hereinafter provided. Nevertheless upon the Trusts and with the powers hereinafter declared and contained and subject to the scheme, the Trustees yielding therefor during the said demise the rent of payable on the in each year if the same shall be demanded.
3. If by any requirement or with the written agreement of the Minister and with the consent in writing of the Provincial, the Mother Superior and the Education and Training Board the School or any part thereof carried on upon the said lot of ground is transferred to a new site or sites leased to the Trustees by the Minister references in this Indenture to "the said lot of ground" shall where the context so admits be construed as referring to or including the said new site or sites and the terms trusts and powers declared and contained in this Indenture shall apply thereto.
4. The Trustees shall hold the Trust property upon trust for the purposes of the School (to be established) with the object of providing a comprehensive system of

post-primary education open to all the children of the community, combining instruction in academic and practical subjects and ongoing education for persons living at or near aforesaid and generally for the purpose of contributing towards the spiritual moral mental and physical well-being and development of the said Community so long as the said lease shall be in existence or until the said lot shall be sold in accordance with the provisions of clause 7 hereof.

5. So long as the School is being carried on, any money wheresoever obtained and any income from the Trust Property shall not be used save for the purposes which are in keeping with the declared terms and objects of the Scheme and the Trustees may, with the consent of the Minister, apply all or any part of the capital of the Trust Property for the purposes aforesaid as if the same were current income.
6. The Trustees hereby covenant with the Minister for themselves and their successors in title as Trustees that they will from time to time and at all times hereafter duly diligently and faithfully to execute and perform all the Trusts herein referred to and all the terms and conditions mentioned and contained herein and in the Scheme provided that if at any time grave or repeated default shall be made by the Trustees in the due execution and performance of this Covenant the Minister may either (i) remove all or any of the Trustees and appoint new Trustees or a new Trustee as hereinafter provided in place of the Trustees or Trustee so removed or (ii) terminate this Lease upon giving to the Trustee six months prior notice in writing and upon the expiration of the said notice the said lot of ground hereby demised with all the buildings and structures thereon and all the equipment and furniture therein (except as to such equipment and furniture which may have been given to or vested in the Trustees by any body persons or persons other than the Minister or acquired in any way by the Trustees other than through or with monies provided by the Minister), together with any property forming part of the Trust Property and provided by the Minister or with monies provided by him shall vest in and become the absolute property of the Minister and the trusts herein referred to (with the exception of those contained in Clause 8 hereof) shall thereupon absolutely cease and determine as if these presents had never been entered into.
7.
 - (i) If at any time the parties hereto shall agree that it is impracticable to continue the School as a Community School the Trustees may with the consent in writing of the Provincial, the Mother Superior and the Education and Training Board give to the Minister twelve months written notice to that effect.
 - (ii) At the expiration of any notice given in accordance with sub-clause (i) of this clause the Trustees shall surrender this Lease to the Minister together with all the buildings and structures on the said lot of ground and all the equipment and furniture therein (except as to such equipment and furniture which may have been given to or vested in the Trustees by any persons or person other than the Minister

or acquired in any way by the Trustees other than through or with monies provided by the Minister). Provided that in that event the Minister shall make to the Trustees such contribution as may be agreed between him and the Trustees having regard to the contribution made by the Brothers, the Sisters of and the Education and Training Board towards the building cost and such contribution made by the Minister shall fall into and form part of the Trust Property.

In default of agreement as to the amount of the contribution aforesaid the matter shall be determined by an arbitrator nominated by the President for the time being of the Incorporated Law Society of Ireland.

- (iii) Upon surrender of this Lease and this property to the Minister in accordance with subclause (ii) of this clause this Lease shall cease and determine to the intent that the term hereby created shall merge in the reversion expectant thereon and the lot of ground herein described and all such property surrendered as aforesaid shall vest in and become the absolute property of the Minister and the trusts herein referred to shall absolutely cease and determine in relation to the property so surrendered as if these presents had never been entered upon and the same shall cease to form part of the Trust Property.

8. Subject as aforesaid the Trustees shall hold so much of the Trust Property still remaining vested in them after the provisions of clause 6 or clause 7 (as the case may be) have been complied with as bears to the whole of the Trust Property the same proportion as the amount or value of any money or property contributed to the building cost and the Trust Property by or on behalf of the Brothers bears to the amount or value of any money or property so contributed by or on behalf of the Brothers the Sisters of and the Education and Training Board upon trust to apply the same for such purposes as the Provincial shall direct and shall hold so much of the Trust Property still remaining vested in the Trustees as aforesaid as bears to the whole of the Trust Property the same proportion as the amount or value of any money or property contributed to the building cost and the Trust Property by or on behalf of the Sisters of bears to the amount or value of any money so contributed by or on behalf of the Brothers the Sisters of and the Education and Training Board upon trust for such purposes as the Mother Superior shall direct and shall hold the remainder of the Trust Property upon trust to apply the same for such purposes as the Education and Training Board shall direct.

9. Trust moneys may be invested or laid out in the purchase or upon the security of any investments and property of whatsoever nature and wheresoever situate.

10.

- (i) The Minister shall have the power of appointing new Trustees hereof provided that (a) no person shall be appointed as a Trustee to succeed either mediately or immediately and said Reverend Brother X unless such person has been nominated for appointment by the Provincial and no person shall be

appointed as a Trustee to succeed either mediately or immediately the said Reverend Mother Y unless such person has been nominated for appointment by the Mother Superior and no person shall be appointed to succeed either mediately or immediately the said Mr. Z unless such person has been nominated for appointment by the Education and Training Board, and (b) nothing in this clause shall prevent the Provincial or Mother Superior from being nominated for appointment or from being appointed a Trustee hereof.

- (ii) If any person or persons or authority entitled to nominate as aforesaid shall in the event of a vacancy in the body of trustees fail to nominate a person for appointment as a Trustee for three months after a request by the Minister in writing so to do then and in that event the Minister shall have power to appoint a Trustee to the particular vacancy without the nomination or approval of the person or persons or authority who shall have failed as aforesaid to make a nomination but the person so appointed a Trustee by the Minister shall represent the interests on the body of Trustees of the Brothers in the case of a person appointed to succeed either mediately or immediately the said Brother X or of the Sisters of in the case of a person appointed to succeed mediately or immediately the said Reverend Mother Y or of the Education and Training Board in the case of a person appointed to succeed either mediately or immediately the said Z.
- (iii) The Provincial and the Mother Superior and the Education and Training Board may at any time in writing without the necessity of giving any reason require the Minister to remove from the Trusteeship any person who has been nominated for appointment by them respectively (including in the case of the Provincial the said Reverend Brother X in the case of the Mother Superior the said Reverend Mother Y and in the case of the Education and Training Board the said Mr. Z) and to appoint another person duly nominated as aforesaid in place of the person removed.
- (iv) Any person removed from being a Trustee under the provisions of clause 6 hereof or of subclause (iii) of this clause shall cease to be a Trustee and shall be bound to do all such deeds and things as may be necessary for vesting the Trust property in the persons who after such removal shall be the Trustees hereof.

11. The Provincial or the Mother Superior may at any time with the written consent of the other of them and of the Roman Catholic Ordinary by writing nominate the Major Superior of another religious Congregation to exercise the powers and discretions hereby conferred upon the Provincial or the Mother Superior as the case may be and thereupon the powers and discretions hereby conferred upon the nominator shall cease to be exercisable by such nominator and shall be exercisable by the nominee until such nominee shall himself or herself or themselves make a further nomination under this present provision. The nominator shall forthwith inform the Minister (and the Education and Training Board) of the exercise of the power of nomination conferred by this clause.

PROVIDED THAT in the event of such nomination being made by the Provincial or the Mother Superior the reference in Clause 8 hereof to the money or property contributed respectively by the Brothers and by the Sisters of shall include the money or property contributed by the nominee of the Provincial or of the Mother Superior as the case may be or by the body of persons such nominee represents.

12. If either the Provincial or the Mother Superior shall desire to give up the powers and discretions hereby conferred upon them without exercising the power of nomination contained in the last preceding clause hereof and the other of them shall be willing to undertake the exercise of the said powers and discretions the Provincial and the Mother Superior may so agree in writing and thereupon the one of them so willing to undertake such exercise shall be entitled to exercise the powers and discretions hereby conferred upon either of them and shall forthwith inform the Minister of such agreement.
13. The Minister and the Trustees may at any time with the consent in writing of the Provincial, the Mother Superior and the Education and Training Board and after full consultation with all parties who in the opinion of the Minister and the trustees are interested agree to the modification or variation of all or any of the trusts and provisions of this Indenture and of the Scheme provided that no revocation modification or variation of the provision of clause II hereof or of clause II of the Second Schedule hereto shall be effective until and until it has been approved in writing by the Roman Catholic Ordinary.
14. No person dealing or proposing to deal with any persons claiming to be the Trustees shall be concerned or entitled to enquire into the title of the persons so claiming or to enquire whether any power or discretion hereby conferred or any consent nomination approval or agreement hereby required or specified has been exercised made or given or as to the title of any person purporting to give any such consent or approval or to exercise any power or discretion hereby conferred or as to the validity of any appointment or removal of any Trustee hereof.

In Witness Whereof the Trustees have put their respective hands and Seals and the Official Seal of the Minister has been affixed thereto the day and year first herein WRITTEN.

Signed Sealed and Delivered by the said _____

in the presence of _____

Signed Sealed and Delivered by the said _____

in the presence of _____

Signed Sealed and Delivered by the said _____

in the presence of _____

Present when the Official Seal of the Minister for Education was affixed hereto and was authenticated by the signature of, a person authorised in that behalf.

Witness _____

Address _____

Occupation _____

A person authorised to authenticate the Seal of the Minister for Education

THE FIRST SCHEDULE herein before referred to
INSTRUMENT OF MANAGEMENT

For Community School

1. (a) In this Instrument the following expressions shall where the context so admits have the meanings respectively assigned to them in this clause, that is to say:
"The Board" means the Board of Management hereby constituted.
"The Principal" means the Principal teacher of the school for the time being.
"The Chief Executive Officer" means the Chief Executive Officer for the time being of the Education and Training Board.
(b) Other expressions to which meanings are assigned hereinbefore in this Indenture shall where the context so admits have the same meanings in this Schedule.
2. The Board shall be responsible for the government and direction of the School subject to the provisions of the First and Second Schedules hereof.
3. (a) The Board of the school when constituted shall consist of the Principal of the school for the time being together with ten members nominated or elected as follows:-
 - (i) Three members shall be nominated by the Provincial and the Mother Superior acting jointly for this purpose. These three nominees being hereafter referred to as "the Order Nominees".

-
- (ii) Three members shall be nominated by the Education and Training Board hereinafter referred to as “the Committee Nominees”.
 - (iii) Two parents of children who are to be pupils in the School when it is established and who are resident in the area shall be elected to membership of the Board by the parents of the aforementioned pupils, and in appropriate elections subsequent to the first elections two parents of pupils at that time receiving education in the school and resident in the area shall be elected to membership of the Board by the parents of the pupil then receiving education in the school. One of the Parent’s nominees shall be a mother. The parents so elected are hereinafter referred to as “the Parent’s Nominees”.
 - (iv) Two members who are serving teachers in a secondary, vocational, comprehensive or community school in the area shall be nominated by the members appointed to the Board in accordance with sub-paragraphs (i) (ii) and (iii) of this paragraph. Notwithstanding any other provision in this Deed such members shall cease to hold office on the 31st day of July in the first year of operation of the school. Subsequently, two members shall be elected by all the permanent wholetime teachers serving in the school at the time and acting as one body for the purpose of such election. The teachers so elected are hereinafter referred to as “the Teachers’ Nominees”.
 - (v) The Principal of the School shall be entitled to attend and speak at meetings of the Board but shall not have or be entitled to vote.
 - (vi) The members nominated and elected as prescribed shall remain members until the 31st day of July in the third year after the date when their Board was first constituted to the intent that the term of membership of any Board of Management shall not exceed three years.
 - (vii) A vacancy occurring in the membership of the Board shall be filled by a member nominated or elected by the body who had nominated or elected the person who had ceased to be a member.
 - (viii) The term of office of a Board shall be deemed to expire on the 31st day of July in the third year after that Board was constituted.
 - (ix) The nomination and election of members of an incoming Board shall be made and done at least one month before the date of expiry of the term of office of the then existing Board and the Board so constituted shall assume office forthwith on that expiry date.
 - (x) Members of the existing Board or of former Boards shall be eligible for nomination or election provided that they have retained their qualification for such nomination or election.
- (b) The voting members of the Board shall at their first meeting in each year elect one of their number as Chairman of their meetings for that year. An election for Chairman shall thereafter take place annually.
If the Chairman shall be absent for any meeting, the voting members present

shall, before any other business is transacted, choose one of their number to preside at that meeting.

- (c) At its first meeting under this Instrument the Board shall appoint one of its members to act as Secretary for a period not exceeding twelve months, and if during that period the office of acting Secretary shall for any reason fall vacant the Board shall appoint another of its members as Acting Secretary. So soon as conveniently possible after the appointment of the Principal or the expiration of twelve months from the date of the first meeting of the Board (whichever period shall be the lesser), the Board shall appoint a permanent Secretary. When that office becomes vacant the Board shall appoint one of its members to act as Secretary until a permanent Secretary is appointed by the Board. The permanent Secretary shall be either the Principal or the Chief Executive Officer and the Board may at any time determine the appointment on giving not less than one month's notice in writing. The appointment shall determine if the permanent Secretary is absent from more than two consecutive meetings of the Board except for a reason approved by the Board.
- (d) "Year" means each period of twelve months commencing on the first day of August in each year.

Members of First Board and First meeting

4. (a) The first Board shall be constituted within one month after the date of this Instrument.
- (b) The first meeting of the Board under this Instrument shall be summoned by the Trustees within one month after it has been constituted.

Members of the Board not financially interested in the School

5. Except in special circumstances with the approval in writing of the Minister no member of the Board shall take or hold any interest in any property held or used for the purposes of the School or receive any remuneration for his services as a member of the Board, or be interested in the supply of work or goods to or for the purposes of the School.

Determination of Membership of the Board

6. (a) Any member of the Board who is absent from all meetings of the Board during the period of one year, except for reasons approved by the Board, or who is incapacitated from acting, or who communicates in writing to the Secretary of the Board a wish to resign shall thereupon cease to be a member of the Board.
- (b) Any member of the Board may be removed from office by his nominator or by the electorate in the case of the Parents' nominees and the Teachers' nominees.

Rescinding Resolutions

7. Any resolution of the Board may be rescinded or varied at a subsequent meeting if due notice of the intention to rescind or vary the same, and of the terms of the proposed rescinding or varying resolution has been given in writing to all the

members of the Board. Provided that if the resolution proposed to be rescinded or varied was passed during the previous six months, the notice shall be signed by three members of the Board.

Quorum

8. (a) Five voting members shall be required to form a quorum for a meeting of the Board.
- (b) If at the time appointed for a meeting a sufficient number of members to form a quorum is not present, or if at any meeting the business is not completed, the meeting shall stand adjourned sine die and a special meeting shall be summoned as soon as may be convenient.
- (c) Any meeting may be adjourned by resolution.

Meeting of Board

9. (a) The Board shall in addition to holding a meeting at least once in every school term hold such other meetings as may be necessary for the efficient discharge of its functions.
- (b) A meeting of the Board may be convened by any five of its voting members.

Convening of Meeting

- 10.(a) Seven clear days at least before a meeting of the Board, a notice to attend the meeting, specifying the business proposed to be transacted thereat, and signed in the case of the first meeting hereunder by the Trustees and thereafter by the Secretary, shall be left at, or sent by post to the usual place of residence of each member of the Board; Provided that in the case of a meeting of the Board requested by any five of its voting members, in accordance with paragraph 9 (b) above, the aforesaid request shall be signed by the five members convening the meeting.
- (b) The names of the members present at a meeting of the Board shall be recorded in the minutes of that meeting.

11. Minutes of Meeting

The Minutes of the proceedings of the Board shall be kept by the Secretary. The minutes shall be open to inspection by the Minister and the Board shall forthwith forward a copy of the Minutes of any meeting to the Secretary of the Department of Education for inspection.

- 12.The business of the Board shall be conducted in private and no disclosure of the business shall be made without the authority of the Board.

THE SECOND SCHEDULE hereinbefore referred to
ARTICLES OF MANAGEMENT

For Community School

1. In these Articles expressions to which meanings are assigned herein before in this Indenture and in the Instrument of Management shall where the context so admits have the same meanings.
2. The School shall be established with the object of providing a comprehensive system of post-primary education open to all the children of the community, combining instruction in academic and practical subjects, and ongoing education for persons living at or near in the County of and generally for the purpose of contributing towards the spiritual, moral, mental and physical well-being and development of the said Community: the School shall be maintained in or near the townland of the aforesaid. The School shall be conducted in accordance with the following articles.

Finance

3. (i) The Board shall submit to the Minister before the 31st day of May in each year an estimate in such form as the Minister may require of the income and expenditure required for the School during the following financial year.
- (ii) The Minister shall establish and maintain a School Fund to enable the Board to make necessary payments and receive income for the purposes prescribed by the Minister and in accordance with the provisions of this Clause. The School fund shall be administered by the Board for the purposes prescribed by the Minister in accordance with regulations of the Minister in force from time to time. For this purpose the Board shall open and maintain a separate Bank Account in the name of the School. Cheques drawn on the School's current account shall be signed by the Principal and by a member of a Panel the members of which shall be nominated for that purpose by the Board. The Board may nominate a substitute for the Principal to sign cheques drawn on such account if at any time the Principal is unable to do so.
- (iii) The Board shall not exceed the amount approved by the Minister under any head of the estimates for any year without the previous consent of the Minister.
- (iv) On behalf of the Board the Minister shall pay the salaries of the full-time teaching staff of the school in accordance with his regulations in force from time to time. The salaries of the part-time teaching staff and the non-teaching staff of the school shall be prescribed from time to time by the Minister and shall be paid by the Board who may delegate the responsibility to the Principal.
- (v) The Minister shall approve from time to time, up to an amount to be agreed with the Board, moneys for the School Fund to be placed to the credit of the said Bank account in order that the Board shall be in a position to make the disbursements permitted under this clause and the next following clause and

such other disbursements as may be agreed with the Minister.

(vi) The Board shall make petty cash disbursements in respect of postage, telephone charges and other minor items and may subject to such conditions as it thinks fit to impose delegate this responsibility to the Principal. If such delegation is made the Principal shall be provided by the Board out of the School Fund with a standing imprest for such amount as shall be agreed from time to time by the Board with the Minister. Refunds shall be made monthly to the Principal for the imprest on submission of claims in such form as the Board may decide or the Minister may require.

(vii) The Board shall as required by the Minister make a return to him supported by the necessary vouchers of all disbursements made out of the School fund and shall comply with any directions which may from time to time be given by the Minister relating to accounts of financial records and statements.

Premises and Equipment

4. (i) The Minister shall be responsible for the erection of the School buildings and for the development of the School premises and, subject to the provisions of this clause and of the preceding clause, shall be responsible for expenditure on the provision maintenance repair and replacement of the equipment furniture books and apparatus in the School and other school materials.
- (ii) The Board shall be responsible for the maintenance and upkeep of the school premises out of monies provided for that purpose by the Minister in accordance with the provisions of the preceding clause.
- (iii) The Board shall in consultation with the Principal be responsible for the choice and replacement of books stationery furniture apparatus and other materials for the School and such articles may within the limits of the estimates approved for any year by the Minister and subject to such regulations as the Minister shall from time to time prescribe be ordered by the Board who may delegate their functions in this respect to the Principal subject to such conditions as they may think fit to impose.
- (iv) Receipts for equipment and other articles ordered for the purpose of the School shall be signed only by the Principal or such other person or persons nominated for that purpose by the Board.
- (v) The Minister will make payment through the Board for expenditure incurred under this clause upon receipt of certified accounts from the Board or the Principal.
5. The Board shall have an inventory of stock in the School taken annually and shall consider the same and shall submit a report thereon to the Minister.
6. (a) The Board shall concern itself with the condition and state of repair of the school premises.
- (b) With respect of repairs to and alterations of the School premises, the work shall be subject to the prior approval of the Minister and carried out under the direction of the Minister. Provided that work the cost of which does not exceed

an amount which may be decided from time to time by the Minister or which is required to be done urgently may be carried out under the direction of the Board who shall report thereon to the Minister and submit to him certified accounts for payment.

- (c) The Board shall determine the uses for Community purposes of the School buildings or grounds at times which will not affect school work. Regulations and conditions governing the user of the premises for Community purposes shall be prepared by the Board for approval of the Minister and shall be subject to alteration from time to time with the approval of the Minister.

Selection and Appointment of Staff

- 7.A(a)** The teaching staff of the school shall comprise of the numbers and classifications decided by the Board from time to time, subject to the prior approval of the Minister.
- (b) The qualifications for appointments to the teaching staff shall be such as are stipulated from time to time by the Minister. Where the Board is in doubt as to the validity of the qualifications of a candidate for appointment it shall submit the question for determination by the Minister.
- (c) Save in relation to candidates for appointment nominated in accordance with the provisions of clause 7B the appointment of teaching staff shall conform to the following procedure:-
- (i) Applications for a vacant post shall be sought by way of advertisement in the public press unless in a particular case the Minister decides with the concurrence of the Board that because of special circumstances this procedure may be departed from.
- (ii) The applications received for the vacant post shall be considered by the Board who shall forward them to a Selection Committee of five persons constituted from time to time and comprising two representatives of the religious authorities involved in the operation of the school, a representative of the Education and Training Board, the Chief Executive Officer of the ETB or his nominee and an inspector of the Department nominated by the Minister. The aforesaid members shall constitute the full composition of the Selection Committee. The minimum composition of the Selection Committee shall be three members. The Selection Committee must at all times include an inspector of the Department nominated by the Minister. The Chairman shall be agreed by the persons aforesaid from among their own number.
- (iii) The Selection Committee shall draw up a short list from the applications received and shall interview the candidates on that short list.
- (iv) The Selection Committee shall thereafter place the candidates on the short list in order of merit and shall submit that list to the Board.
- (v) The Board shall have regard to the order of merit settled by the Selection Committee and shall make appointments in accordance therewith save

where in any particular instance the Board shall consider there is good and sufficient reason for not making an appointment or for departing from the said order of merit in which event the Board shall submit the matter to the Minister for determination.

- (vi) In the event of the Minister in agreement with the Trustees introducing a scheme for the re-employment of teachers who may become redundant in a comprehensive or community school, all or some of the aforementioned conditions may be waived in regard to the employment of such teachers.

If two religious orders are involved:-

- 7.B** (i) The Provincial and the Mother Superior acting jointly for this purpose shall be entitled to nominate not more than six members of the religious orders for appointment as teachers, and the Board shall appoint such nominees provided it is satisfied that the nominees are duly qualified in accordance with clause 7.A.b. and are approved by the Selection Committee set up under clause 7.A(c)(ii).

If one religious order is involved:-

- 7.B** (i) The Provincial or the Mother Superior shall be entitled to nominate not more than four members of the order for appointment as teachers, and the Board shall appoint such nominees provided it is satisfied that the nominees are duly qualified in accordance with clause 7.A.(b), and are approved by the selection committee set up under clause 7.A(c)(ii).
- (ii) If a vacancy arises among the nominees appointed under sub-clause (i) of this paragraph the vacancy must be filled in accordance with paragraph 7.A. Notwithstanding any other provision in this Deed a member of the Brothers of the Sisters may compete for such post. If such applicant is unsuccessful in obtaining the appointment that applicant may be appointed as a teacher in the school in excess of the quota, but subject to the condition that no school may have more than one such teacher in excess of the quota at any time. For the purpose of interpreting this clause, temporary transfer of a religious for purposes of the Order would not constitute a vacancy.
- (iii) Nothing in this paragraph shall preclude members of the Brothers or of the Sisters from being applicants for appointments under the provisions of paragraph A.

If the Community School results from an amalgamation:-

- 7.B** (i) The Provincial shall be entitled to nominate such members of the Brothers as had been serving in the A school immediately prior to the opening of the Community School for appointment as teachers and the Board shall appoint such nominees provided it is satisfied that they are duly qualified in accordance with sub-clause 7.A(b).
- (ii) The Mother Superior shall be entitled to nominate such members of the

-
- Sisters as had been serving in the B school immediately prior to the opening of the Community School for appointment as teachers and the Board shall appoint such nominees provided it is satisfied that they are duly qualified in accordance with sub-clause 7.A(b).
- (iii) The Provincial and the Mother Superior, respectively, shall be entitled to nominate candidates to replace an agreed number of their original nominees under sub-clauses (i) and (ii) of this paragraph who shall cease to act as teachers on the like conditions therein contained.
 - (iv) Nothing in this paragraph shall preclude members of the Brothers or the Sisters from being applicants for appointments under the provisions of paragraph A.

- 7.C** (i) The Board shall enter into an agreement with the member of the teaching staff appointed as aforesaid in the official form supplied by the Minister and the terms of which shall be drawn up by the Minister in consultation with the interested parties.

If the Community School results from an amalgamation:-

- (ii) The Minister shall be entitled to nominate such teachers as had been serving in the A school, the B school and the C school immediately prior to the opening of the Community school for appointment as teachers, and the Board shall appoint such nominees provided it is satisfied that they are duly qualified in accordance with clause 7.A(b).

- 7.D** A teacher shall not advertently and consistently seek to undermine the religious belief or practice of any pupil in the school.

Part-time teachers

- 8.** Part-time teachers shall be appointed to and dismissed from the service of the Board by the Board subject to any directions which may be given by the Minister with regard to the numbers and conditions of employment of such teachers.

Non-teaching staff

- 9.** The non-teaching staff of the school, including persons employed for the care and maintenance of the school premises, shall be appointed to and dismissed from the service of the Board by the Board subject to any directions which may be given by the Minister with regard to the number and conditions of service of such staff.

Organisation and Curriculum

- 10.** (i) Subject to the provisions of the Minister as to the general educational character of the school and its place in the educational system the Board shall have the general direction of the conduct and curriculum of the school. The Board shall forthwith appoint an Advisory Committee to assist it in the running of the School and any such Advisory Committee shall consist of the

-
- Principal, the Vice-Principal and not more than five elected representatives of the teaching staff of the School.
- (ii) Subject to the provisions of these articles and to the direction of the Board, the Principal shall control the internal organisation, management and discipline of the School, shall exercise supervision over the teaching and non-teaching staff and shall have power, for any cause which he or she judges adequate to dismiss subject to the approval of the Board or to suspend pupils from attendance but on the dismissal or suspension of any pupil the parent shall be informed that he or she has the right to appeal to the Board.
- 11.** (i) In exercising its general control over the curriculum and conduct of the School the Board shall ensure that there is religious worship and religious instruction for the pupils in the School except for such pupils whose parents make a request in writing to the Principal that those pupils shall be withdrawn from religious worship or religious instruction or both religious worship and religious instruction.
- (ii) The religious worship attended by any pupil at the School and the religious instruction given to any pupil shall be in accordance with the rites, practice and teaching of the religious denomination to which the pupil belongs. Religious instruction as aforesaid of the order of 2 hours shall be given to all the pupils in the school (except those who are withdrawn from religious instruction in accordance with the provisions of sub-clause (i) of this clause) in each week during which the school is in session.
- (iii) If any question arises whether the religious worship conducted or the religious instruction given at the school is or is not in accordance with the rites, practice and teaching of a religious denomination that question shall be determined by the competent religious authority.
- (iv) The Principal shall be immediately responsible for making arrangements for all the religious worship conducted and for the religious instruction given at the School and for the attendance of pupils thereat.
- (v) The Minister and the Board shall ensure that there are at all times sufficient teachers in the school to give religious instruction. Depending on circumstances and requirements, teachers of religion may be appointed in a permanent whole-time temporary whole-time or part-time capacity.
- (vi) For purposes of appointment of a teacher of religion on a permanent whole time basis, the same procedures shall apply as apply to the permanent whole-time appointment of a teacher of any other subject. The post shall be advertised in the public press, the applications shall be considered by a duly constituted Selection Committee, the Selection Committee shall make a recommendation to the Board of Management which shall submit the proposed appointment for the formal approval of the Minister.
- (vii) For purposes of satisfying the Selection Committee the Board of Management and the Minister that the selected candidate for appointment would be acceptable to the appropriate religious authority, confirmation of

-
- the candidate's suitability shall be provided by the catechetical inspectorate. The selected candidate shall not be permitted to take up the duties of the post, until the Minister's formal approval of the appointment had been communicated in writing to the Board of Management.
- (viii) In the event that at any time a permanent whole-time teacher of Religion, lay or religious, should cease to be regarded as suitable for that purpose by the catechetical inspectorate then the Board shall take steps to transfer the teacher to other teaching duties for which he is qualified. It will then be the immediate responsibility of the Board to make alternative arrangements for religious instruction in consultation with the catechetical inspectorate.
 - (ix) Recognition as temporary whole-time or part-time teachers of religion may be accorded to priests and to any other persons, lay or religious who are suitably qualified for the purpose. The Board shall be authorised to make such appointments with the formal approval of the Minister, on the nomination of the appropriate religious authority and to terminate them, if and when necessary, in accordance with the wishes of that authority.
 - (x) The Board of Management will appoint a Chaplain nominated by the competent Religious Authority who shall be employed outside the normal quota of the school. He shall be a full-time member of the staff and shall be paid a salary equivalent to that of a teacher in the school.
 - (xi) Inspection of the teaching of religion shall be the responsibility of the catechetical inspectorate. Such inspection shall be carried out in consultation with the Board and shall be conducted in accordance with agreed procedures.

Returns

- 12.** The Board shall forward to the Department such returns and reports as the Minister may require.

Indemnity

- 13.** (i) The State shall carry its own insurance against Fire Damage to the Buildings of the schools and against occupiers' liability.
- (ii) The State shall indemnify the Board and the teaching and non-teaching staff in respect of actions claims or demands taken or made against them arising out of the discharge of their duties whether in respect of pupils or otherwise.
- (iii) The State shall carry its own insurance in respect of visitors, parents and other members of the public who have permission from the Board or the Minister to be on the school premises in respect of such risks as may be incurred by them while acting in a normal manner on such premises.
- (iv) The State shall indemnify the Board or the teaching and non-teaching staff against claims by visitors, parents or other members of the public who without permission shall be on the school premises where such claims shall be made in circumstances which do not disclose a default or wrongful act on the part of the Board or the members of the staff against whom such claims are made.

Notes

Notes



Association of Community and Comprehensive Schools
Cumann na Scoileanna Pobail agus Cuimsitheacha

For further information contact:
Association of Community and Comprehensive Schools
10H Centrepoint Business Park, Oak Drive, Dublin 12

Tel: 01 460 1150 Fax: 01 460 1203
E-mail: office@accs.ie
Website: www.accs.ie