

DEED OF VARIATION FOR CATHOLIC PRIMARY SCHOOLS

Note: All Catholic primary schools established before 1997 are subject to a lease signed when the school was set up. This lease included an undertaking that the school would be managed in accordance with the Rules for National Schools.

In 1997, the patrons and the Minister for Education agreed (following discussions with the education

partners) to vary the terms of the existing leases. The new document (Deed of Variation), which supplements the original lease, provides that the school will be managed in accordance with the rules laid down by the Minister for Education and in accordance with a Roman Catholic Ethos.

The new agreement will also be used in the case of all Catholic primary schools established in the future. Members of Boards of Management should make themselves familiar with the terms of the Deed of Variation. In particular, paragraphs A and B and the Schedule to the Deed of Variation should

be noted.

WHEREAS:-

1. By the Lease, the Lessors, in order to promote the establishment of a National School at _____, which National School is known as _____

(hereinafter called "the School"), demised the plot of ground upon which the School is now erected (hereinafter called "the Demised Premises") to the Trustees for the term of _____

years from the _____ day of _____ 19____, upon the trusts therein and subject to the yearly

rent thereby reserved.

2. The Minister, in order to promote the establishment of the School, approved the payment of certain monies by the Commissioners of Public Works in Ireland out of funds provided by the Oireachtas for the erection of National Schools in Ireland toward the erection of the School.

3. The School is managed in accordance with the Rules for National Schools under the Department

of Education and Science published from time to time by that Department, and the Patron of the School whose rights and obligations are as defined in the said Rules is the Archbishop of _____ and his successor as such Archbishop (hereinafter called "the Patron").

4. The Lease was made by the Lessors to the Trustees, as the Present Trustees hereby acknowledge,

to erect and maintain not merely a National School in connection with the Minister on the plot of ground thereby demised, but a National School in connection with the Minister adopting and reflecting in its management and in the education, whether moral, intellectual or social, offered and given by it in the School to the children attending thereat, a Roman Catholic ethos.

5. The Minister is desirous that every National School in the State should be placed under the management of a Board of Management and it is proposed that a minority only of such Board of Management should be nominated by the Patron.

6. The Present Trustees, with the approbation of the Minister as testified by his being a party hereto

and with the consent in writing of the Land Owners as testified by their being a party hereto and executing these presents, are desirous of revoking the trust in the Lease to the effect that a

National School in connection with the Minister shall at all times during the term thereby demised, [Catholic Primary Schools' Management Association | Board of Management - Handbook 2012](#)

be maintained upon the Demised Premises and in lieu thereof, declaring a new Trust that a National School in connection with the Minister adopting and reflecting in its management and in the education, whether moral, intellectual or social, offered and given by it in the School to the children attending thereat, a Roman Catholic ethos shall, during the term of the Lease and any renewal thereof, be maintained upon the Demised Premises and otherwise on the like Trusts as are declared in the Lease.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said desire

A. The Present Trustees, with the approbation of the Minister as testified by his being a party hereto

and with the Consent of the Land Owners as testified by their being a party hereto and executing these presents, **HEREBY REVOKE** that part of the Trusts declared by the Lease to the effect

that

“a National School in connection with the Minister shall at all times, during the term demised by the Lease, be maintained upon the Demised Premises”.

(a) The Minister **HEREBY ACKNOWLEDGES** that the Lessors are office holders and dignitaries of

the Roman Catholic Church in the Diocese of _____, and as such are, inter alia, responsible for the management of the affairs of the Roman Catholic Church in the Diocese, and for the administration and control of religious and education institutions of the Roman Catholic Church in the Diocese, whether directly or through a Board of Guardians or Trustees, and for promoting and protecting the religious ethos of the Roman Catholic faith in the School.

(b) The Minister Recognises and Acknowledges that the religious ethos of the school is that of the Roman Catholic Faith and covenants with the Lessors not to interfere with or seek to interfere with the Lessors or the Present Trustees in preserving the religious ethos of the School and not to change such religious ethos.

(c) In further pursuance of the said desire the Present Trustees, with the consent of the Land Owners as testified by their being a party hereto, **HEREBY DECLARE** that the Demised Premises and the School are now and shall henceforth during the term demised by the Lease and any Renewal thereof which may be made, be Held Upon Trust that a National School in connection with the Minister adopting and reflecting in its management and in the education, whether moral, intellectual, or social offered and given by it in the School to the children attending thereat, with a Roman Catholic ethos (i.e. an ethos in accordance with the doctrines, practices and traditions of the Roman Catholic Church) shall at all times during the term aforesaid, and any Renewal thereof, be maintained upon the said premises and school and otherwise on the like Trusts as are declared by the Lease.

B. 1. The Present Trustees, for themselves, their successors and assigns, hereby **COVENANT** with

the Land Owners, their successors and assigns, that they, the Present Trustees, their Successors and Assigns, shall take all reasonable steps to ensure that any Board of Management which may, from time to time, be appointed in accordance with the Instrument of Management to manage the School (hereinafter called “the Board of Management” and references herein to a Board of Management shall be construed accordingly) shall, firstly, [Section Two: The Catholic Church and Primary Education](#)

manage the School in accordance with the doctrines, practices and traditions of the Roman Catholic Church and the Roman Catholic Faith insofar as the same relates to education and schools and, thirdly, shall manage and cause the School to be managed in a manner which will uphold and foster such ethos and, fourthly, shall not do anything or permit anything to be done in relation to the School, or the management thereof, which would have or would be likely to have a detrimental effect on the Roman Catholic Ethos of the School.

2. For the guidance only of the Present Trustees and the Board of Management, and Without Prejudice to the right of the Land Owners from time to time to state what they consider to be the essential requirements then prevailing for a National School purporting to have a Roman Catholic ethos or reflecting a Roman Catholic ethos, a synopsis or guideline of what are the fundamental elements of such an ethos is stated in the Schedule hereto.

3. In the event of the Board of Management adopting and maintaining a decision or strategy which is, in the opinion of the Land Owners, contrary to or in breach of the Trusts hereinbefore and in the Lease declared or prejudicial to the Roman Catholic ethos of the School, they, the Land Owners, shall notify the Present Trustees in writing of what decision or strategy they consider to be contrary to or in breach of the said Trusts or prejudicial to the Roman Catholic ethos of the School and require the Present Trustees to take all reasonable steps to procure the alteration by the Board of Management, within the period of six weeks from the date thereof, of their decision or strategy and the substitution in lieu thereof of a decision or strategy which reflects and is in accordance with the said Trusts and the Roman Catholic ethos of the School.

4. In the event of the Board of Management, within the period of two weeks after receipt by them of notification from the Present Trustees that the Land Owners consider a particular decision or strategy to be contrary or in breach of the trusts hereinbefore and in the Lease declared or

prejudicial to the Roman Catholic ethos of the School, contending that the decision or strategy, as the case may be, which has been or may have been adopted by them, is not contrary to or in breach of the said trusts or not prejudicial to the Roman Catholic ethos of the School, the Present Trustees shall request the Board of Management to communicate their arguments forthwith, in writing, to the Present Trustees as to why and how they contend that their decision or strategy is not contrary to or in breach of the said Trusts or not prejudicial to the Roman Catholic ethos of the School and the Present Trustees shall forthwith transmit such writing to the Land Owners, who shall consider such arguments within the period of three weeks from the date of receipt thereof by them. In the event of the Land Owners upholding the decision or strategy of the Board of Management, they shall notify the Present Trustees accordingly and the Present Trustees shall, in turn, notify the Board of Management of the Land Owners' decision. In the event of the Land Owners rejecting the arguments of the Board of Management, they shall notify the Present Trustees accordingly and the Present Trustees shall request the Board of Management to alter their original decision or strategy so as to reflect and be in accordance with the decision expressed by the Land Owners within the period of four weeks or receipt by them, the Board of Management, of the said Decision of the Land Owners.

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C. In the event of the Board of Management being requested to alter any of their decisions or strategies in accordance with the provisions hereinbefore contained and their refusing or failing to do so within the time hereinbefore specified, the Present Trustees, for themselves, their Successors and Assigns, hereby Agree and Undertake with the Land Owners that they shall, in such event and for the reasons so stated and with the Approval of the Minister, request the Patron to dissolve the Board of Management and to appoint a new Board of Management for the School.
D. It is hereby Agreed and Declared that these Presents and the Lease shall be read and construed together.

IN WITNESS whereof the parties of the First and Second Parts have hereunto have set their hands and affixed their seals and the Seal of the Minister has been affixed hereto the day and year first hereinbefore **WRITTEN**.

SCHEDULE

A Roman Catholic School (which is established in connection with the Minister) aims at promoting the full and harmonious development of all aspects of the person of the pupil: intellectual, physical, cultural, moral and spiritual, including a living relationship with God and with other people. The School models and promotes a philosophy of life inspired by belief in God and in the life, death and resurrection of Jesus Christ. The Catholic School provides Religious education for the pupils in accordance with the doctrines, practices and traditions of the Roman Catholic Church and promotes the formation of the pupils in the Catholic Faith.

SIGNED, SEALED AND DELIVERED by the **LAND OWNERS** in the presence of:

SIGNED, SEALED AND DELIVERED by the **PRESENT TRUSTEES** in the presence of:

PRESENT when the Seal of the **MINISTER** was affixed hereto:

Dated this day of 20

First Part

Second Part

And

THE MINISTER FOR EDUCATION AND SKILLS

Third Part