

**SUPPLEMENTARY DEED OF AGREEMENT**

**OUR LADY OF THE SACRED HEART SCHOOL, EPSOM**

**THIS DEED OF AGREEMENT** is made on the 19<sup>th</sup> day of *December* One thousand nine hundred and ninety four (1994) **BETWEEN THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF AUCKLAND** a "Corporation Sole" (hereinafter with his successors referred to as "the Proprietor") of the first part and **HER MAJESTY THE QUEEN** acting by and through the Minister of Education (hereinafter referred to as "The Minister") of the second part.

**WHEREAS**

**A** By Deed of Agreement bearing date the 28 September 1982 as varied by any subsequent supplementary agreements (hereinafter referred to as "the Deed of Agreement"), the Minister and the Proprietor pursuant to section 7(2) of the Private Schools Conditional Integration Act 1975 established Our Lady of the Sacred Heart School, Epsom as an integrated school (hereinafter referred to as "the School").

**B** The Proprietor and the Minister wish to vary the Deed of Agreement:-

- (1) To take account of the changes introduced to the education system consequent on the passing of the Education Act 1989 and its subsequent amendments.
- (2) To replace the Plan attached to the Second Schedule with a new Plan to replace the Third and Fourth Schedules with new Schedules.

**NOW THIS DEED OF AGREEMENT WITNESSETH THAT IT IS HEREBY CONVENANTED AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1 **THAT** any reference to the School Committee or the Controlling Authority shall be deemed to be a reference to the Board of Trustees.

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2.            **THAT** any reference to the Director General or to an Education Board shall be deemed to be a reference to the Secretary of Education.

3.            **THAT** the Integration Agreement be further amended as follows:

3.1 By deleting the existing **Clause 7** and replacing it with the following:

"7. (a) **THE** Board of Trustees shall be the Controlling Authority of the School and shall be constituted pursuant to Part IX of the Education Act 1989.

(b) **THE** control and management of the School shall be exercised subject to the provisions of Section 25(6) of the Private Schools Conditional Integration Act 1975."

3.2 By deleting the words "one hundred and ninety five (195)" from the fourth line of **Clause 8** and substituting the words "two hundred and twenty (220)" therefor.

3.3 By deleting Subclause (b) and (c) of **Clause 10** and substituting the following therefor

"(b) In accordance with Section 7(6)(h) of the Private Schools Conditional Integration Act 1975, unless the Proprietor and the Secretary of Education otherwise agree, and subject to places being available, the number of pupils whose parents do not have preference of enrolment at the School in accordance with the provisions of Section 29(1) of the Private Schools Conditional Integration Act 1975 shall be limited at all times to five (5) per cent of the maximum roll as determined by Clause 8 hereof

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and the Board of Trustees shall not enrol more than that number PROVIDED THAT to maintain and preserve the Special Character of the School the Controlling Authority in classifying such pupils so enrolled shall endeavour to reasonably distribute them through the range of classes offered by the School."

3.4 By deleting from **Clause 15** the words "normal staffing entitlement of the School as established by Regulations made under the Education Act 1964" and by deleting from the provisos to **Clause 15 and 18** the words "current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder" and substituting therefor in all three places the words "Total Staffing Entitlement of the School as established pursuant to the Education Act 1989".

3.5 By deleting **Clause 17** and substituting the following Clause therefor:

"17. Whenever there is a position of deputy principal at the School, however described, it is agreed pursuant to Section 66(1) of the Private Schools Conditional Integration Act 1975 that the position is to be a special position that requires particular capabilities in the teacher appointed, namely, to maintain programmes and activities that reflect the Special Character of the School and an advertisement for the position of deputy principal shall state that possession of these capabilities shall be a condition of appointment. Any person so appointed to the position of deputy principal shall accept these requirements as a condition of appointment."

3.6 By deleting from **Clause 18** the words "one (1)" and substituting the words "two (2)" therefor.

- 3.7 By deleting **Clause 19** from the Deed of Agreement.
- 3.8 By deleting from **Clause 24** the words "the School Committee and/or"..
- 3.9 By deleting from **Clause 25** the words "the water supply, the power supply and "and the word "all" in line 7 and the words "If practicable the power supply to the school premises shall be separately metered at the expense of the Proprietor."
- 3.10 By deleting **Clause 26** from the Deed of Agreement.
- 3.11 By deleting **Clause 27** from the Deed of Agreement.
- 3.12 By deleting **Clause 28** from the Deed of Agreement.
- 3.13 By deleting from **Clause 31** the words ", Clause 27 and Clause 28" and the words "under the same Controlling Authority".
- 3.13.1 By deleting from **Clause 31** the words "the Controlling Authority" and substituting therefor the words "the Minister".
- 3.14 By deleting the **Plan** annexed to the Second Schedule of the Deed of Agreement and substituting therefor the plan annexed hereto.
- 3.15 By deleting the **Third and Fourth Schedules** to the Deed of Agreement and substituting the Schedules attached hereto.

4. **THAT** covenants conditions and restrictions contained and implied in the Deed of Agreement shall be read and construed subject to the modifications herein contained but in all other respects the Deed of Agreement is confirmed.

IN WITNESS WHEREOF these presents have been executed  
the day and the year first hereinbefore written.

SIGNED by DENIS BROWNE  
THE ROMAN CATHOLIC BISHOP OF  
THE DIOCESE OF AUCKLAND.

*D. J. Browne*

and sealed with his Seal of  
Office in the presence of:

*Neil Lauranson*  
*Apri - 9A*  
*37-39 Federal Str.*  
*Auckland*

SIGNED by KATHY PHILLIPS  
Senior Manager, National Operations  
Ministry of Education pursuant  
to authority delegated by the  
Minister of Education acting on  
behalf of HER MAJESTY THE QUEEN  
in the presence of:

*Kathy Phillips*

*Judith Manchester*  
*53 Creswick Terrace*  
*Wellington 5*

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THIRD SCHEDULE

**OUR LADY OF THE SACRED HEART SCHOOL, EPSOM**

**WORKS TO BE CARRIED OUT BY THE PROPRIETOR IN RELATION TO THE INTEGRATED SCHOOL**

These works are to be planned, executed and paid for by the proprietor subject to the provisions of this schedule in relation to the buildings and associated facilities to bring them up to the minimum standard for a comparable state school. All work is to be carried out by competent tradesmen or in a workmanlike manner to Ministry of Education standards.

AGREED PHASING OF WORK TO BE COMPLETED BY:  
1/7/94      1/7/95      1/7/96      1/7/97

Teaching space of 65m<sup>2</sup>

X

#### FOURTH SCHEDULE

Schedule of staff appointments to Our Lady of the Sacred Heart School, Epsom, under Section 65 of the Private Schools Conditional Integration Act 1975 being special positions relating to the Special Character of the School.

This Schedule has been prepared for use when the Total Staffing Entitlement of the school as established pursuant to the Education Act 1989 alters at any time during the currency of this Deed of Agreement.

- 1.(a) Whenever the total Staffing Entitlement of the School is 5.2 or more teachers, but not otherwise, there shall be a position at the School to be designated Director of Religious Studies in accordance with Clause 15 of this Deed of Agreement.
  - (b) If the Total Staffing Entitlement of the School is between 5.0 and 8.8 teachers the Director of Religious Studies shall be a Scale A position.
  - (c) If the Total Staffing Entitlement of the School is 8 or more teachers then the Director of Religious Studies shall be a Senior Teacher position or higher.
2. Whenever the total Staffing Entitlement of the School is two or more teachers but not otherwise there shall be one or more teaching positions (other than those of Principal, Director of Religious Studies (if any) at the School which in accordance with **Clause 18** of this Deed of Agreement shall be positions of importance carrying a responsibility for Religious instruction. The number of such positions shall be determined from the Total Staffing Entitlement of the School by reading the table below from left to right PROVIDED THAT if the Total Staffing Entitlement of the School falls between adjacent numbers in Column 1 of the table, the number in Column 2 opposite the lower of these two adjacent numbers is the number of such positions.

Column 1

**Total Staffing Entitlement  
of the School:**

Column 2

**Positions of Importance  
in terms of Clause 18  
carrying a responsibility  
for Religious Instruction**

1.1	-
2.1	1
3.2	1
4.2	2
5.2	1
6.3	2
7.3	2
9.0	3
10.0	4
11.0	4
12.0	5
13.0	5
14.0	6
15.0	7
16.0	8
17.0	8
18.0	8
19.0	9
20.0	9
21.0	10
22.0	10
23.0	10
24.0	11
25.0	11
26.0	12
27.0	12
28.0	13
29.0	13
30.0	14

*Handwritten initials and number 2*