

1360

Supplementary Deed of Agreement

Dated this day of **30 NOV 2000** 2000

Between **HER MAJESTY THE QUEEN** acting by and through the Minister of Education (referred to in this Deed as "the Minister")

And **THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF AUCKLAND**, (referred to in this Deed as "the Proprietor")

Background

1. The Minister and the Proprietor have entered into a Deed of Integration Agreement dated 10 February 1983 (which, together with subsequent amendments, is referred to as "the Integration Agreement") by which **Marist School, Herne Bay** ("the School") was established as an integrated school pursuant to s.7(2) of the Private Schools Conditional Integration Act 1975.
2. Under Clause 15 and the Fourth Schedule of the Integration Agreement, the position to be designated as Director of Religious Studies is defined by reference to the Total Staffing Entitlement notified annually under the Education Act 1989 and Regulations.
3. Under Clause 18 and the Fourth Schedule of the Integration Agreement, the number of teaching positions carrying a responsibility for Religious instruction is defined by reference to the Total Staffing Entitlement.
4. The Minister and the Proprietor wish to alter the basis for determining the position of Director of Religious Studies and the number of teaching positions carrying responsibility for Religious instruction and have agreed to amend the Integration Agreement accordingly.

The parties agree as follows:

1. The Integration Agreement is varied as follows:
 - 1.1 by deleting the Fourth Schedule and inserting the following new Schedule:

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Fourth Schedule

Schedule of staff appointments 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 5.0 or more teachers, 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 8.0 teachers the Director of Religious Studies shall be a Basic Scale position.*
- (c) *If the Total Staffing Entitlement of the School is 8 or more teachers then the Director of Religious Studies shall be deemed to have senior teacher status or be a position to which one or more salary units has been allocated.*
- (d) *Notwithstanding Clause 1(a-c) above, the Board of Trustees may designate a position in the school to be the Director of Religious Studies and may allocate one or more salary units to that position, even if the Total Staffing Entitlement is less than the numbers specified respectively in Clause 1(a-c) above.*
2. (a) *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 and Director of Religious Studies (if any)) at the school which, in accordance with Clause 18 of this Deed, shall be positions of importance carrying a responsibility for Religious instruction.*
- (b) *The number of such positions shall be a proportion of the Total Staffing Entitlement as determined by the Proprietors, which shall normally be sixty (60) percent of the Total Staffing Entitlement.*

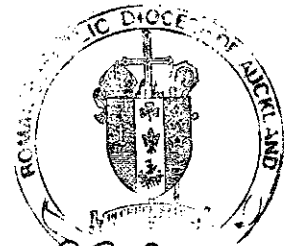
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(c) The parties to this Agreement acknowledge that the school shall be entitled to funding for staffing incentives on the same basis as an equivalent state school. For the avoidance of doubt, this means that where the Board of Trustees is unable to fill a position of importance carrying a responsibility for Religious instruction solely because there are no candidates suitably qualified to provide Religious instruction, then the Board will not be eligible for any additional funding for staffing or recruitment incentives.

This Deed was executed on the aforementioned date.

The Common Seal of the
**Roman Catholic Bishop of the
Diocese of Auckland**

was attached in the presence of:



W. J. P. P. P.
attorney for RC Bishop

(4) _____
[Signature]

(5) ACCOUNTS CLERK

(6) AUCKLAND

Signed by Kathy Phillips, Senior Manager,)
National Operations, Ministry of Education)
pursuant to delegated authority by the Minister)
of Education acting on behalf of Her Majesty)
the Queen in the presence of:

Kathy Phillips

(4) _____
[Signature]

(5) Warren Henson
Public Servant
13a Feist Street
Naenae

(6) _____