

## SUPPLEMENTARY DEED OF AGREEMENT

THIS DEED OF AGREEMENT is made on the *13<sup>th</sup>* day of *June*  
One thousand nine hundred and ninety four (1994)  
**BETWEEN THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF HAMILTON** 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 Fifteenth (15) day  
of September, One thousand and Nine Hundred and Eighty  
One (1981) 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 **ST COLUMBA'S SCHOOL,  
FRANKTON** 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 change the name of the School.
- (2) To take account of the changes introduced to the  
education system consequent on the passing of the  
Education Act 1989 and its subsequent amendments.
- (3) To replace the First and Fourth Schedules to the  
Deed of Agreement with the First and Fourth  
Schedules hereto.
- (4) To replace the Plan annexed to the Second Schedule  
of the Deed of Agreement with the Plan annexed  
hereto.

*f. C. G. J.*

- (5) To delete the Third Schedule entirely from the Deed of Agreement.

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

1. THAT the name of the School be changed to "ST COLUMBA'S CATHOLIC SCHOOL, FRANKTON".
2. THAT any reference to the School Committee or the Controlling Authority shall be deemed to be a reference to the Board of Trustees.
3. THAT any reference to the Director General or to an Education Board shall be deemed to be a reference to the Secretary of Education.
4. THAT the Integration Agreement be further amended as follows:
  - 4.1. By deleting Clause 3(d)
  - 4.2. 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 Act Integration 1975."
  - 4.3. By deleting the words "Two Hundred and Seventy (270) pupils" in the fifth line of Clause 8 of the Deed of

6.9.11

Agreement and substituting the words "Three Hundred and Five (305) pupils" therefor.

- 4.4. 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 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."

- 4.5 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 Clauses 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".

*E.G. M.*

4.6 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."

4.7 By deleting from Clause 18 the words "two (2)" and substituting the words "four (4)" therefor.

4.8 By deleting Clause 19 from the Deed of Agreement.

4.9 By deleting from Clause 24 the words "the School Committee and/or".

4.10 By deleting from Clause 28 the words "(d) and" and the words "under the same Controlling Authority".

4.10.1 By deleting from Clause 28 the words "the Controlling Authority" and substituting therefor the words "the Minister".

4.11 By deleting the First and Fourth Schedules to the Deed of Agreement and substituting the First and Fourth Schedules hereto.

4.12 By deleting the **Plan** annexed to the Second Schedule of the Deed of Agreement and substituting therefor the plan annexed hereto.

4.13 By deleting the **Third Schedule** to the Deed of Agreement.

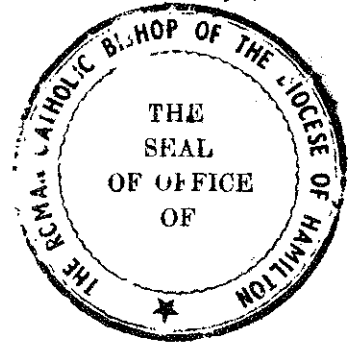
5. **THAT** the covenants conditions and restrictions contained and implied in the Deed of Agreement shall be read and construed subject to the modifications herein contained but in all other respects the Deed of Agreement is confirmed.

*EG M.*

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

SIGNED BY THE ROMAN CATHOLIC  
BISHOP OF THE DIOCESE OF HAMILTON  
and sealed with his Seal of Office  
in the presence of:

*+ Edward Russell Gaines*



*David Beirne*  
*8. Herbert Rd.*  
*Hamilton 18/4/94*

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*  
*adviser*  
*53 Creswick Tce*  
*Wellington 5*

## FIRST SCHEDULE

Description of total land buildings and other improvements comprising the Proprietor's land of which the School premises form part

THE PROPRIETOR'S LAND All that Land, School Buildings and other improvements owned by The Roman Catholic bishop of the Diocese of Hamilton situate at Frankton, Hamilton, new Zealand, delineated in green on the annexed plan, being known as Saint Columba's School, Frankton, and being more particularly described as follows:

FIRST all that Freehold parcel of land containing 2.5275 hectares more or less being Lot 1 on Deposited Plan 8326 and Lot 2 on Deposited Plan 20005 being part Allotment 6 Parish of Te Rapa and being all the land in Certificate of Title Volume 20A folio 167 (South Auckland Registry).

Fencing covenant contained in Transfer 212969 (affects Lot 2 DP 20005 only)

Appurtenant hereto is a Right of Way part of Lot 1 Plan 20005 (part CT 481/140) created by Transfer 223775.

SECONDLY all that Freehold parcel of land containing 2.2637 hectares more or less situated in the Borough of Hamilton and being Lots One (1) and Three (3) on the plan deposited in the Land Registry Office at Auckland as Number 20005 and being portion of Allotment 6 of the Parish of Te Rapa and being all the land in Certificate of Title Volume 481 folio 140 (South Auckland Registry)

Agreement as to fencing contained in Transfer No 212967 affecting Lot 3 Plan 20005.

Agreement as to fencing contained in Transfer No 212969 affecting the quarter interest in Lot 1 plan 20005 acquired under said Transfer 212969. This certificate of Title is

*E. G. M.*

issued subject to a grant of right of way over the part of Lot 1 plan 20005 coloured red on the plan hereon appurtenant to lot 1 on plan 8326 (Volume 226 folio 42) and Lot 2 on plan 20005 (Volume 481 Folio 139) created in and by Transfer 223775.

**SUBJECT TO** Section 37(2) of the Building Act 1991, granting a building consent to construct a building over allotments as per this schedule.

There is a debt owing to the Hamilton Advances Account (Diocesan Development Fund) of the Diocese of Hamilton.

+ 69  
at



## FOURTH SCHEDULE

Schedule of staff appointments to ST COLUMBAS SCHOOL, FRANKTON, 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 of 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 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 those two adjacent numbers is the number of such positions.

*E.G. M.*

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"

*69. n.*