

SUPPLEMENTARY DEED OF AGREEMENT

**SAINT FRANCIS PRIMARY SCHOOL, MONTROSE STREET.
POINT CHEVALIER AUCKLAND.**

THIS DEED OF AGREEMENT is made on the ^{30th} day of ^{August} ~~four~~ ^{five} (199~~4~~) **BETWEEN**
One thousand nine hundred and ninety ~~four~~ ^{five} **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 30 August 1980 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 **Saint Francis Primary School, Montrose Street, Point Chevalier Auckland** 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 Third and Fourth Schedules with new Schedules.
 - (3) To increase the maximum roll.



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

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

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 amending **Clause 3(d)** by adding after the word "hereto" the second time it occurs the words "or such other dates as may be agreed from time to time between the Minister and the Proprietor".

 - 3.2 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 Integration Act 1975."

 - 3.3. By deleting the words "one hundred and seventy (170)" in the sixth line of **Clause 8** of the Deed of Agreement and substituting the words "one hundred and ninety five (195)" therefor.

3.4 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) 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."

3.5 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 17** 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".

3.6 By deleting **Clause 18** and substituting the following Clause therefor:

"18. Whenever there is a position of deputy principal at the School, however described, it is agreed pursuant to section 66(1) of the Private School Conditional Intergration 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".

3.7 By deleting from **Clause 17** the words "one (1)" and substituting the words "two (2)" therefor.

3.8 By deleting **Clause 19** from the Deed of Agreement.

3.9 By deleting from **Clause 24** the words "the School Committee and or."

3.10 By deleting from **Clause 29** the words "under the same Controlling Authority".

3.10.1 By deleting from **Clause 29** the words "the Controlling Authority" and substituting therefor the words "the Minister".

Handwritten signature and initials in the bottom right corner of the page.

3.11 By deleting the **Third and Fourth Schedules** to the Deed of Agreement and substituting the Schedules attached hereto.

4. **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 respects the Deed of Agreement is confirmed.

A handwritten signature in black ink, appearing to be 'J.P.D.' with a flourish underneath.

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

SIGNED by PATRICK DUNN,
THE ROMAN CATHOLIC BISHOP OF
THE DIOCESE OF AUCKLAND and sealed
with his Seal of Office in the
presence of:



Neil Lawrence
Apd. 9A
37-39 Federal Str,
Auckland
Shawcross

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:



Judith Manchester
53 Creswick Terrace
Wellington 5

THIRD SCHEDULE

ST FRANCIS SCHOOL, MONTROSE STREET, POINT CHEVALIER, AUCKLAND

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

BUILDING REQUIREMENTS:

Teaching space 65m²)
Resource Workroom 14m²)
Library/Multipurpose room 56m²)

X



FOURTH SCHEDULE

Schedule of staff appointments to Saint Francis Primary School, Montrose Street, Point Chevalier Auckland, 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 17** 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 17
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