

## SUPPLEMENTARY DEED OF AGREEMENT

THIS DEED OF AGREEMENT is made on the *1st* *M* day of *March* *five* One thousand nine hundred and ninety *four* (199*4*)  
**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 Twenty-sixth (26)  
day of October, One thousand, 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 JOSEPH'S SCHOOL,  
FAIRFIELD** 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) By deleting from the Second Schedule all the words  
from "thereon" to the end of the paragraph and to  
replace the Plan attached to the Second Schedule  
with a new Plan and to replace the First and Fourth  
Schedules with new Schedules.
- (4) To delete the Third Schedule.

*A. L. P. L.*  
*M.*

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 shall be **ST JOSEPH'S CATHOLIC SCHOOL, FAIRFIELD.**
  
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 Integration Act 1975."
  
  - 4.3 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

*+ R. J. L.*  
*WP*

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."

4.4 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 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".

4.5 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

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accept these requirements as a condition of appointment."

- 4.6 By deleting from **Clause 18** the words "One (1)" in line one and substituting the words "three (3)" therefor.
- 4.7 By deleting **Clause 19** from the Deed of Agreement.
- 4.8 By deleting from **Clause 24** the words "the School Committee and/or".
- 4.9 By deleting from **Clause 28** the words "(d) and" and the words "under the same Controlling Authority".
- 4.9.1 By deleting from **Clause 28** the words "the Controlling Authority" and substituting therefor the words "the Minister".
- 4.10 By deleting the **Plan** annexed to the Second Schedule of the Deed of Agreement and substituting therefor the plan annexed hereto.
- 4.11 By deleting the **Third Schedule** to the Deed of Agreement.
- 4.12 By deleting the **First and Fourth Schedules** to the Deed of Agreement and substituting the Schedules attached hereto.

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.

*H. P. H.*  
*UP*

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

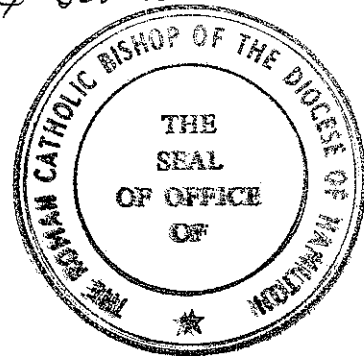
by BISHOP MAX TAKUIRA MARIU -

The Diocesan Administrator of the Diocese and sealed with the former's Seal of Office

in the presence of:

*David Beattie  
8. Herbert Rd.  
Hamilton*

*+ Max Takuiru Mariu*



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*

*Kathy Phillips*

*+ R. P. L.*  
*o*

## 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, situated at Fairfield, Hamilton, New Zealand, delineated in green on the annexed plan, being known as Saint Joseph's Catholic School, Fairfield, and being more particularly described as follows:

FIRST all that Freehold parcel of land containing 1.8038 hectares more or less being Lot No 4 (four) on a plan deposited in the Land Registry Office at Auckland under No 4296 which said piece of land is part of Allotment No 177 (One hundred and seventy seven) in the Parish of Kirikiriroa and being all the land in Certificate of Title Volume 153 folio 171 (South Auckland Registry)

Agreement respecting fencing contained in Transfer No 47662

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

*H. J. H.*  
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SECOND SCHEDULE

Description of land buildings and other improvements comprising the School premises

THE SCHOOL PREMISES

All that part of the Proprietor's land as described in the First Schedule hereto, delineated in red on the annexed plan of the Proprietor's Land which plan forms part of this Schedule TOGETHER WITH all the school buildings and other improvements thereon SAVE AND EXCEPT Block B, Block I, Block J and part Block A more particularly delineated in blue on the annexed plan together with a reservation in favour of those excepted portions of full rights of access inter se and of ingress and egress to and from those excepted portions over the access thereto from and to Clarkin Road, Hamilton.

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## FOURTH SCHEDULE

Schedule of staff appointments to ST JOSEPH'S CATHOLIC SCHOOL, FAIRFIELD 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.

*R. P. L.*  
*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"

*R. P. L.*  
*W*