

## SUPPLEMENTARY DEED OF AGREEMENT

### ST JOSEPH'S SCHOOL, FAIRLIE

**THIS DEED OF AGREEMENT** is made on the *30<sup>th</sup>* day of *March*  
One thousand nine hundred and ninety five (1995)

**BETWEEN THE ROMAN CATHOLIC BISHOP OF CHRISTCHURCH** 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 7th day of December 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 St Joseph's School, Fairlie, 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, and to replace the Third and Fourth Schedules with new Schedules.

**NOW THIS DEED OF AGREEMENT WITNESSETH THAT IT IS HEREBY COVENANTED 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.
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:

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- 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 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."
- 3.4 By inserting the following clauses after **Clause 14**:
- "14.A (a) IN the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement whereby the School becomes entitled to a position designated Director of Religious Studies in accordance with Section 65 (1) (b) of the Private Schools Conditional Integration Act 1975 it is agreed that such a position shall be part of the Total Staffing Entitlement of the School as established pursuant to the Education Act 1989 and is more particularly described in the Fourth Schedule hereto and an advertisement for that position shall state that a willingness and ability to take part in Religious instruction appropriate to the Special Character of the School shall be a condition of appointment. Any person so appointed to the position of Director of Religious Studies shall accept these requirements as a condition of appointment. The Director of

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leadership in Religious instruction and observances throughout the school.

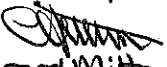
- (b) A person appointed as aforesaid to the position of Director of Religious Studies at the School shall undertake such teaching duties, if any, as may be required by the Principal of the School."
- 3.5 By deleting the proviso to **Clause 15** the words "current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder" and substituting therefore the words "Total Staffing Entitlement of the School as established pursuant to the Education Act 1989".
- 3.6 By inserting the following Clause after **Clause 15**  
"15A. 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."
- 3.7 By deleting from **Clause 20** the words "the School Committee and/or".
- 3.8 By deleting from **Clause 26** the words "under the same Controlling Authority".
- 3.9 By deleting from **Clause 26** the words "the Controlling Authority" and substituting therefor the words "the Minister".
- 3.10 By deleting the **Plan** annexed to the Second Schedule of the Deed of Agreement and substituting therefor the plan annexed hereto.
- 3.11 By replacing the **Third and Fourth Schedules** with the Third and Fourth 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 other respects the Deed of Agreement is confirmed.

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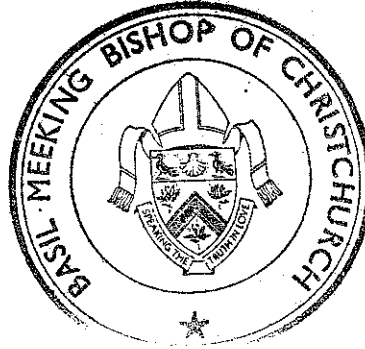
**IN WITNESS WHEREOF** these presents have been executed the day and the year first hereinbefore written.

**SIGNED by BASIL MEEKING**

the Roman Catholic Bishop  
of the Diocese of Christchurch  
and sealed with his Seal of  
Office in the presence of:

  
Gerard Mitten  
Integrated Schools Officer  
110 Kauri St  
Riccarton  
CHCH 4

+ Basil Meeking



**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

New Third Schedule

"THIRD SCHEDULE

St Joseph's School, FAIRLIE

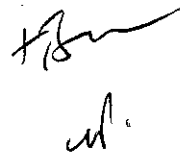
WORKS TO BE CARRIED OUT BY THE PROPRIETOR IN RELATION TO THE INTEGRATED SCHOOL.

These works are to 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.

Replace Block B

Additional toilet suite for female staff to contain  
1 WC, 1 WHB, 1 STDU

These works to be completed by June 30 1997"

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New Fourth Schedule

**FOURTH SCHEDULE**

Schedule of staff appointments to St Joseph's School, Fairlie 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 the 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 14A** 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 15** 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.



Column 1  
Total Staffing Entitlement  
of the School:

Column 2  
Positions of Importance  
in terms of Clause 15  
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"

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