

SUPPLEMENTARY DEED OF AGREEMENT

THIS DEED OF AGREEMENT is made on the *12th* day of *June*
One thousand nine hundred and ninety five (1995) **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 January
One thousand, Nine Hundred and Eighty Two (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 MARY'S SCHOOL, GISBORNE 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 Second Schedule and the Plan attached to the
Second Schedule with a new Second Schedule and 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** the name of the school be changed to **ST MARY'S CATHOLIC SCHOOL, GISBORNE.**

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 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"

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 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

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preference of enrolment at the School in accordance with the provisions of Section 29(l) 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(l) 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."

- 4.6 By deleting **Clause 19** from the Deed of Agreement.
- 4.7 By deleting from **Clause 24** the words "the School Committee and/or".
- 4.8 By deleting from **Clause 28** the words "under the same Controlling Authority".
- 4.8.1 By deleting from **Clause 28** the words "the Controlling Authority" and substituting therefor the words "the Minister".
- 4.9 By deleting the **Second Schedule** and the **Plan** annexed to the Second Schedule of the Deed of Agreement and substituting therefor the **Second Schedule** and the **Plan** annexed hereto.
- 4.10 By deleting the **Third 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.

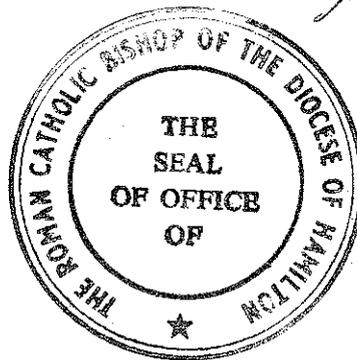
IN WITNESS WHEREOF these presents have been executed
the day and the year first hereinbefore written.

SIGNED BY DENIS BROWNE DD,
THE ROMAN CATHOLIC BISHOP
OF THE DIOCESE OF HAMILTON

and sealed with his Seal of Office

in the presence of:

Donald
Sec. Secretary
9 Sidmore Street
Hamilton



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 Crowick Terrace
Wellington 5

Kathy Phillips

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** Blocks 5, 11 and 14 more particularly delineated in blue on the annexed plan **TOGETHER WITH** a reservation of full rights of access to and from the Convent over the access thereto shaded brown on the annexed plan from and to Roebuck Road, Gisborne.

THIRD SCHEDULE

ST MARY'S CATHOLIC SCHOOL, GISBORNE

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 in a workmanlike manner to comply with the Building Act.

AGREED PHASING OF WORK TO BE COMPLETED BY:			
	1.7.96	1.7.97	1.7.98
<p><u>Site</u></p> <p>Sealed Areas</p> <p>Reseal area fronting blocks 2 and 3.</p> <p>Repair and reseal area to rear of block 6.</p> <p>Compact and seal from block 3 to block 9.</p> <p>Refer copy of attached letter and plan from MOE dated 1 July 1994.</p>	<p>X</p> <p>X</p> <p>X</p>		

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FOURTH SCHEDULE

Schedule of staff appointments to ST MARY'S CATHOLIC SCHOOL, GISBORNE, 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.

Column 1

Column 2

Total Staffing Entitlement of the School:

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"