

## **SUPPLEMENTARY DEED OF AGREEMENT**

### **ST PATRICK'S SCHOOL, GREYMOUTH**

**THIS DEED OF AGREEMENT** is made on the 25<sup>th</sup> day of January  
One thousand nine hundred and ninety four (1994)  
*five* *4* *1994*

**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 31st day of March 1983 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 Patrick's School, Greymouth 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 delete redundant clauses in particular Clauses 6, 27, 28, 29 and 30.
  - (3) To amend the First Schedule.
  - (4) To replace the Plan attached to the Second Schedule with a new Plan, to delete the Third Schedule and to replace the Fourth Schedule with a new Schedule.

### **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:

3.1 By deleting **Clause 3(d)**.

3.2 By deleting **Clause 6**.

3.3 By deleting the existing **Clause 9** 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."

3.4 By deleting subclause (b) and (c) of **Clause 12** 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 10 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 17** 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 **Clause 17** and **20** the words "current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder" and substituting therefor the words "Total Staffing Entitlement of the School as established pursuant to the Education Act 1989".

3.6 By deleting **Clause 19** and substituting the following therefor:

"19. 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

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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 "two (2)" and substituting the words "one (1)" therefor
- 3.8 By deleting **Clause 21**.
- 3.9 By deleting from **Clause 26** the words "the School Committee and/or".
- 3.9.1 By deleting **Clauses 27, 28, 29, and 30**.
- 3.10 By deleting from **Clause 33** the words "the Controlling Authority" and substituting therefor the words "the Minister".
- 4. By deleting from **Clause 33** the words "**clause 3(d) and (e) clause 28 clause 29 and clause 30**" and substituting therefor the words "**clause 3(e)**".
- 4.1 By deleting the **Plan** annexed to the Second Schedule of the Deed of Agreement and substituting therefor the plan annexed hereto.
- 4.2 By deleting the item SEVENTHLY from the First Schedule
- 4.3 By deleting the **Third Schedule** to the Deed of Agreement and replacing the **Fourth Schedule** with the Schedule attached hereto.
- 4.4 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.

**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:

+ Basil Meeking



  
Gerard Mitten  
Integrated Schools Officer  
11 Kauri St  
Christchurch

**SIGNED by KATHY PHILLIPS**

Senior Manager, National  
Operations Ministry of Education  
pursuant to authority delegated  
by the Minister of Education  
acting on behalf of

Kathy Phillips

**HER MAJESTY THE QUEEN** in the  
presence of:

Judith Manchester  
53 Creswick Terrace  
Wellington 5

**FOURTH SCHEDULE**

Schedule of staff appointments to St Patrick's School, Greymouth 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 17** 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 20** 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.

*Handwritten signature and initials*

Column 1  
Total Staffing Entitlement  
of the School:

Column 2  
Positions of Importance  
in terms of Clause 20  
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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