

SUPPLEMENTARY DEED OF AGREEMENT

ST PATRICK'S SCHOOL, PANMURE

THIS DEED OF AGREEMENT is made on the *24th* day of *August*
One thousand nine hundred and ninety four (1994) **BETWEEN 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 14 September 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 Patrick's School, Panmure**, 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 the Third Schedule and to replace the
Fourth Schedule with a new Schedule.

**NOW THIS DEED OF AGREEMENT WITNESSETH THAT IT IS HEREBY
CONVENANTED 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 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 five (175)" in the 4th 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) 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."

3.5. 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 **Clause 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:."

3.6 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

up
b.s

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 19** from the Deed of Agreement.
- 3.8 By deleting from **Clause 24** the words "the School Committee and/or"..
- 3.9 By deleting **Clauses 27 and 28** from the Deed of Agreement.
- 3.10 By deleting **Clause 31** from the Deed of Agreement and substituting the following Clause therefor:

"31 THE Minister shall subject to **Clause 3(e)** and **Clause 26** of this Deed of Agreement maintain the School premises and its associated facilities in a state of repair and order and condition as for a comparable State School and provide for the maintenance of the chattels as though the School were a State School. The School shall be entitled to such furniture and equipment as the Minister supplies from time to time to comparable State Schools".

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

4. THAT 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
THE ROMAN CATHOLIC BISHOP OF
THE DIOCESE OF AUCKLAND

D. J. Browne

and sealed with his Seal of
Office in the presence of:

Whanake
Neil Hansen
Apt. 9A
37 - 39 Federal St.
Auckland

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:

Kathy Phillips

Judith Manchester
53 Creswick Tce
Wellington 5

FOURTH SCHEDULE

Schedule of staff appointments to St Patrick's School, Panmure, 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 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 these 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