

SUPPLEMENTARY DEED OF AGREEMENT

SACRED HEART SCHOOL, NORTH EAST VALLEY

THIS DEED OF AGREEMENT is made on the 1st day of November One thousand nine hundred and ninety nine (1999) BETWEEN THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF DUNEDIN 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 29th day of March One thousand nine hundred and eighty three (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 Sacred Heart School, North East Valley 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, and
 - (2) To replace the Plan annexed to the Second Schedule with a new Plan and to replace the First, Second and Fourth Schedules with new Schedules, and
 - (3) To delete the Third Schedule entirely.

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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 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 from Clause 9 the words “(d) and”

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3.4. By deleting subclauses (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 proviso to **Clause 19** the words "current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder" and substituting therefor in both places the words "Total Staffing Entitlement of the School as established pursuant to the Education Act 1989".

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3.6 By deleting **Clause 18** and substituting the following Clause therefor:

"18. 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 19** the words "two (2)" and substituting the words "three (3)" therefor.

3.8. By deleting **Clause 20** from the Deed of Agreement.

3.9. By deleting from **Clause 25** the words "the School Committee and/or".

3.10. By deleting **Clauses 26 and 27** and inserting the following clauses:

"26. It is acknowledged by and between the parties hereto pursuant to **Clause 25** hereof that certain of the services and facilities on or serving the Proprietor's land and buildings and other improvements thereon are used in common for the purpose of the School premises as is more particularly delineated on the plan forming part of the **Second Schedule** hereto. In particular, the

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access from North Road, drainage systems are all used in common and the costs of maintaining such services and facilities shall be apportioned as provided in **Clause 25** hereof. Where such services are wholly or partly situated outside the School premises the Proprietor will continue to make such services or facilities available to the School premises. Where such services lie wholly or partly within the School premises, the Controlling Authority will do nothing to prevent the availability of those services to that part of the Proprietor's land and improvements which are not part of the School premises.

27. The Minister shall be responsible only for the normal maintenance of the retaining walls on the School premises and all other expenditure in respect of the retaining walls on the School premises shall be the responsibility of the Proprietor."
- 3.11 By deleting from **Clause 30** the words "(d) and", the words "and Clause 27" and the words "under the same Controlling Authority".
- 3.11.1. By deleting from line 7 of **Clause 30** the words "the Controlling Authority" and substituting therefor the words "the Minister".
- 3.12. By deleting the **Plan** annexed to the Second Schedule and substituting therefor the Plan attached hereto.
- 3.12.1. By deleting the **First, Second, Third and Fourth Schedules** to the Deed of Agreement and substituting therefor the **First, Second and Fourth Schedules** attached hereto.

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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 LEONARD ANTHONY BOYLE
THE ROMAN CATHOLIC BISHOP
OF THE DIOCESE OF DUNEDIN
and sealed with his seal of office



in the presence of:

P. M. Lee
Pauline Lee
Secretary
38 Tweed St
Dunedin

John Mattison
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:

Warren Henson
Warren Henson
Public Servant
13a Feist Street
Naenae

Kathy

FIRST SCHEDULE

Description of total land, buildings and other improvements comprising the Proprietor's land of which School premises form part.

THE PROPRIETOR'S LAND

All that land, buildings and other improvements owned by the Roman Catholic Bishop of the Diocese of Dunedin situate in North Road, Dunedin being known as Sacred Heart School, North East Valley, Dunedin and being more particularly described as follows and delineated in green on the plan forming part of the **Second Schedule** hereto.

All that freehold parcel of land containing 5431 square metres more or less situated in the City of Dunedin, being Lot 1, Deposited Plan 17939, and being part Section 3, North East Valley District and being all that land in Certificate of Title, Volume 9A Folio 707 (Otago Registry).

SUBJECT TO

- 1 Appurtenant hereto is a right of way over part Lot 1 Deposited Plan 16763 (CT 7C/780) shown marked Right of Way on D.P. 16763 created by Transfer 577952.
- 2 The right of way created by Transfer 577952 is subject to the Council's condition of consent endorsed on D.P. 16763.

There is a debt owing by the Proprietor to Her Majesty the Queen, acting by and through the Secretary for Education.

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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 forms part of this Schedule **TOGETHER WITH** all the School Buildings and other improvements thereon **SAVE AND EXCEPT** the hall and the land immediately surrounding the same more particularly delineated in blue on the said 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 shaded brown on the annexed plan from and to Right of Way to North Road, Dunedin.

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FOURTH SCHEDULE

Schedule of staff appointments to SACRED HEART SCHOOL NORTH EAST VALLEY 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 5.0 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 8.0 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 19 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.

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Column 1
Total Staffing Entitlement**Column 2**
Positions of Importance in terms of
Clause 19 carrying a responsibility
for Religious Instruction

1.0	--
2.0	1
3.0	1
4.0	2
5.0	1
6.0	2
7.0	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

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