

SUPPLEMENTARY DEED OF AGREEMENT

ST BERNADETTE'S SCHOOL, FORBURY

THIS DEED OF AGREEMENT is made on the 25th day of January Two Thousand (2000) **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 30th 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 St Bernadette's School, Forbury 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
 - (3) To replace the Second, Third and Fourth Schedules with new Schedules,

L.A.B.

SUPPLEMENTARY DEED OF AGREEMENT

ST BERNADETTE'S SCHOOL, FORBURY

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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

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L. AB

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 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."

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- 3.3** By deleting the words "one hundred and eighty (180) pupils" in the four line of **Clause 8** of the Deed of Agreement and substituting the words "One hundred and ninety five (195) pupils" therefor.
- 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 provisos to **Clauses 15 and 19** 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".

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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 **Clauses 20, 28 and 29** from the Deed of Agreement.
- 3.9. By deleting from **Clause 25** the words "the School Committee and/or".
- 3.10. By deleting from **Clause 33** the words "clause 29" and the words "under the same Controlling Authority".
- 3.10.1. By deleting from line 7 of **Clause 33** the words "the Controlling Authority" and substituting therefor the words "the Minister".
- 3.11. By deleting the **Plan** annexed to the Second Schedule and substituting therefor the Plan attached hereto.

3.11.1 By deleting the **Second, Third and Fourth Schedules** to the Deed of Agreement and substituting therefor the **Second, 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.

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
Secretary
38 Tweed St
Rosedale
Dunedin

Acting
SIGNED by ~~KATHY PHILLIPS~~ ALAN LIPSTON
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:

[Signature]
Warren Henson
Public Servant
13a Feist Street
Naenae

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 Church, Presbytery and Parish Meeting Room and the land immediately surrounding the same more particularly delineated in blue on the said plan **TOGETHER WITH** a reservation in favour of the non-integrating areas of full rights of access inter se and of ingress and egress to and from those areas over the access thereto shaded brown on the annexed plan from and to Forbury Road, Dunedin.



THIRD SCHEDULE

ST BERNADETTE'S SCHOOL, FORBURY

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 or in a workmanlike manner to ministry of education standards.

AGREED PHASING OF WORK TO BE COMPLETED

BLOCK A:

EXTERIOR

- | | | |
|-----|--|------|
| (a) | Reroof existing multi purpose room (space no. A16) in longrun roofing to match the roofing to the rest of Block A. | 2001 |
| (b) | Replace spoutings downpipes to multi purpose room space no. A16. | 2001 |
| (c) | Provide for the disable, a ramp & necessary handrails to fire exit door space no. A16 | 2001 |

INTERIOR

- | | | |
|-----|---|------|
| (d) | Repair water damage wall linings etc. to back wall of multi purpose room space no. A16 | 2001 |
| (e) | Resurface timber to space A16 by sanding etc and coated with an approved polyurethane finish. | 2001 |
| (f) | Upgrade lighting in spaces A15 & A16 to MOE standards | 2001 |
| (g) | Redecorate space A15 | 2001 |

ADDITIONAL BUILDING AREA

- | | | |
|-----|---|------|
| (h) | Provide by remodelling or new construction, the remainder of the deficient accommodation as outlined under the School Property Guide (Primary). | 2003 |
|-----|---|------|

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FOURTH SCHEDULE

Schedule of staff appointments to ST BERNADETTE'S SCHOOL, FORBURY 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 |
| 30.0 | 14 |

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