

SUPPLEMENTARY DEED OF AGREEMENT

ST FRANCIS XAVIER SCHOOL, MORNINGTON, DUNEDIN

THIS DEED OF AGREEMENT is made on the 15th 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 10th day of April One thousand nine hundred and eighty one (1981) 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 Francis Xavier School, Mornington, Dunedin, 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.
 - (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 "~~

3.4. By deleting subclauses (b) and (c) of **Clause 10** and substituting

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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 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 inserting the following clauses after Clause 14:

“**14A.** IN the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement whereby the School becomes entitled to a position designated Director of Religious Studies in accordance with Section 65 (i) (b) of the Private Schools Conditional Integration Act 1975 it is agreed that such a position shall be part of the Total Staffing Entitlement of the School as established pursuant to the Education Act 1989 and as is more particularly described in the Fourth Schedule hereto and an advertisement for that position shall state that a willingness and ability to take part in Religious instruction appropriate to the Special Character of the School shall be a condition of appointment. Any person so appointed to the position of Director of Religious Studies shall accept these requirements as a condition of appointment. The director of

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Religious Studies shall give guidance and provide effective leadership in Religious instruction and observances throughout the School.

14B. A person appointed as aforesaid to the position of Director of Religious Studies at the School shall undertake such teaching duties (if any) as may be required by the Principal of the School."

3.6. 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".

3.7. 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 shall state that possession of these capabilities shall be a condition of appointment. Any person so appointed to the

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position of deputy principal shall accept these requirements as a condition of appointment."

- 3.8. By deleting from **Clause 18** the words "one (1)" and substituting the words "two (2)" therefor.
- 3.9. By deleting **Clause 19** from the Deed of Agreement.
- 3.10. By deleting from **Clause 24** the words "the School Committee and/or".
- 3.11. By deleting from **Clause 25** the words "and the foul drain from Block D is used in common with the foul drain servicing the Church".
- 3.12. By deleting from **Clause 29** the words "(d) and ", and the words "under the same Controlling Authority".
- 3.12.1 By deleting from **Clause 29** the words "the Controlling Authority" and substituting therefor the words "the Minister".
- 3.13 By deleting the **Plan** annexed to the Second Schedule and substituting therefor the Plan attached hereto.
- 3.13.1 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.

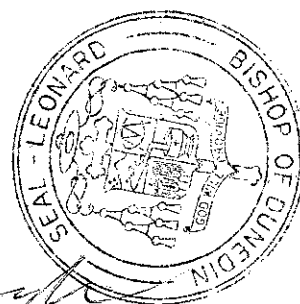
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- 4 THAT the covenants conditions and restrictions contained and implied in the Deed of Agreement shall be read and construed subject to the modifications herein contained but in all other respects the Deed of Agreement is confirmed.

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



L. A. Boyle

in the presence of:

P. Lee

Pauline Lee

Secretary

38 Tweed St

Dunedin

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**

Kathy Phillips

in the presence of:

[Signature]

Warren Henson
Public Servant
13a Feist Street
Naenae

FIRST SCHEDULE

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

THE PROPRIETOR'S LAND

All that land, School buildings, Carport, Presbytery, Storage Shed, Workshop, Garage and Church owned by the Roman Catholic Bishop of Dunedin, situated at Mitchell Avenue, Dunedin, New Zealand, being known as St Francis Xavier School, Dunedin, and being more particularly described as follows, and delineated in green on the annexed site plan.

FIRSTLY all that freehold parcel of land containing 3854 square metres more or less, situated in the City of Dunedin, being Lot 2, Deposited Plan 20800 and Lots 11, 12, 13, 14 and 15 Deposited Plan 2402, and Part Lots 5, 6 and 7 Deposited Plan 2284, and being part Section 62, Block VI Town District, and being all that land in Certificate of Title Volume 12C Folio 131 (Otago Registry).

Subject to Section 306 (3) Local Government Act 1974 - See Council's Condition on D. P. 20800.

Subject to Section 3510 (3) of the Municipal Corporations Act 1954.

SECONDLY all that freehold parcel of land containing 961 square metres more or less situate in the City of Dunedin, being Lots 1 and 2 Deposited Plan 10493, and being Part Section 62, Block VI Town District, and being all that land in Certificate of Title Volume 3D Folio 228 (Otago Registry).

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THIRDLY all that freehold parcel of land containing 623 square metres more or less situate in the City of Dunedin, being Lot 16 Deposited Plan 2402, and being Part Section 62, Block VI Town District, and being all that land in Certificate of Title Volume 3D Folio 230 (Otago Registry).

There is a debt owing to the Dunedin City Catholic Education Trust Board Incorporated.

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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 AND a reservation in favour of the part of the Proprietor's land that is not part of the school premises of full rights of access inter se and of ingress and egress to and from that part of the Proprietor's land over the access thereto shaded brown on the annexed plan from and to Benhar Street, Dunedin.

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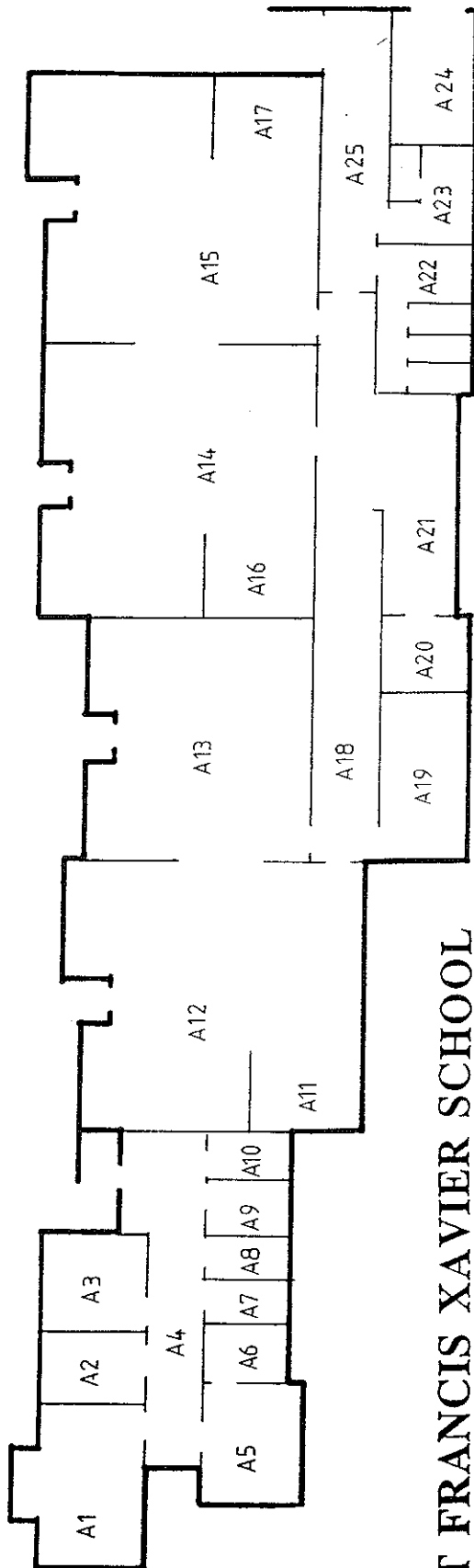
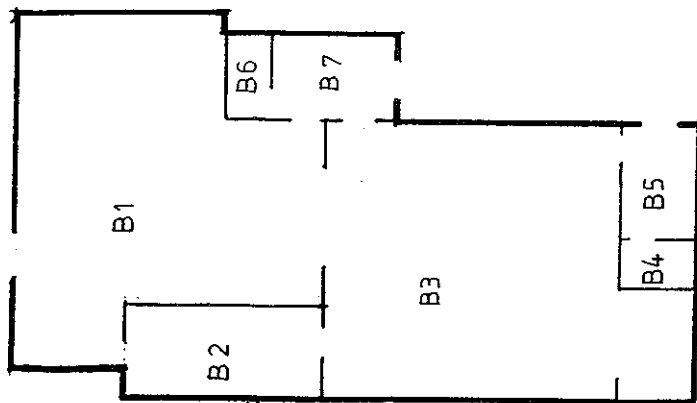
Column 1
Total Staffing Entitlement

Column 2
Positions of Importance in terms of
Clause 18 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

Handwritten signature/initials

A 1	Staffroom	15.55 m ²	A 18	Corridor	28.30 m ²
A 2	Resource	6.00 m ²	A 19	Resource	10.98 m ²
A 3	Office	8.00 m ²	A 20	Resource	4.99 m ²
A 4	Corridor	13.77 m ²	A 21	Lockers	13.79 m ²
A 5	Sickroom	8.87 m ²	A 22	Girls' Toilet	11.13 m ²
A 6	Handicapped Toilet	3.50 m ²	A 23	Boys' Toilet	6.58 m ²
A 7	Staff Toilet	2.50 m ²	A 24	Caretaker	8.93 m ²
A 8	Staff Toilet	2.50 m ²	A 25	Corridor	14.31 m ²
A 9	Cleaner	3.30 m ²			
A 10	Switchroom	2.75 m ²	B 1	Classroom	57.00 m ²
A 11	Kiva	6.97 m ²	B 2	Resource	12.50 m ²
A 12	Classroom	54.10 m ²	B 3	Classroom	57.60 m ²
A 13	Bookroom/Resource	42.84 m ²	B 4	Toilet	
A 14	Classroom	51.75 m ²	B 5	Cloaks	5.22 m ²
A 15	Classroom	54.10 m ²	B 6	Toilet	
A 16	Kiva	6.97 m ²	B 7	Cloaks	7.48 m ²
A 17	Kiva	6.97 m ²			



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