

**SUPPLEMENTARY DEED OF AGREEMENT****ST JOSEPH'S SCHOOL, BALCLUTHA**

**THIS DEED OF AGREEMENT** is made on the 2nd day of March  
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 8th day of June One thousand nine hundred and eighty two (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 Joseph's School, Balclutha 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 First, Second and Fourth Schedules with new Schedules, and
  - (4) 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.”

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**3.3.** 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.”

**3.4.** 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 (1) (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 1959 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

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requirements as a condition of appointment. The Director of 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."

**3.5.** By deleting from the proviso to **Clause 15** 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".

**3.5.1.** By deleting from **Clause 15** the words "one (1)" and substituting the words "two (2)" therefor.

**3.6.** By adding after **Clause 17** the following Clause :

**"17A. 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."

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3.7. By deleting from **Clause 20** the words "the School Committee and/or".

3.8. By deleting from **Clause 25** the words "(d) and", and the words "under the same Controlling Authority".

3.8.1. By deleting from lines 7 and 8 of **Clause 25** the words "the Controlling Authority" and substituting therefor the words "the Minister".

3.9. By deleting the **Plan** annexed to the **Second Schedule** and substituting therefor the **Plan** attached hereto.

3.9.1. 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.

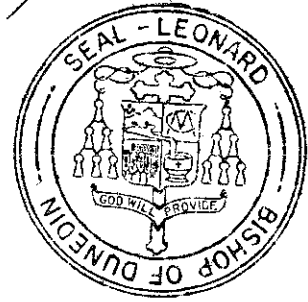
4 **THAT** the covenants conditions and restrictions contained and implied in the **Deed of Agreement** shall be read and construed subject to the modifications herein contained but in all other respects the **Deed of Agreement** is confirmed.

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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:

*L. A. Doyle*



*P. M. 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**  
in the presence of:

*pp Helen Sturges*

*[Signature]*  
Warren Nelson  
Public Servant  
13a Feist Street  
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## FIRST SCHEDULE

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

### THE PROPRIETOR'S LAND

All that land, school buildings, Convent, Church and other improvements owned by the Roman Catholic Bishop of the Diocese of Dunedin, situated at Stewart Street, Balclutha, New Zealand, being known as St Joseph's School, Stewart Street, Balclutha, and being more particularly described as follows, and delineated in green on the plan forming part of the Second Schedule hereto.

**FIRST** All that freehold parcel of land containing 938 square metres more or less situate in the Borough of Balclutha, being Part Lots 5 and 6, Block VII, Deed Plan 100, and being Part of Section 5, Block XXXV, Clutha District and being all that land in Certificate of Title, Volume 3A, Folio 733 (Otago Registry). Limited as to parcels.

**SECONDLY** All that freehold parcel of land containing 809 square metres more or less, situate in the Borough of Balclutha, being Part of Lot 4, Block VII, Deed Plan 100, and being Part of Section 5, Block XXXV, Clutha District, and being all that land in Certificate of Title, Volume 3A, Folio 745 (Otago Registry). Limited as to parcels.

#### Interest at Date of Issue

Building Line Restriction imposed by Memorandum of Acceptance X 13083.

#### 160054 Fencing Provision

**THIRDLY** All that freehold parcel of land containing 809 square metres more or less situate in the Borough of Balclutha, being Part of Lot 3 Block VII, Deeds Plan 100, and being Part Sections 4 and 5,

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Block XXXV, Clutha District, and being all that land in Certificate of Title, Volume 7C, Folio 786 (Otago Registry). Limited as to parcels.

**FOURTHLY** All that freehold parcel of land containing 1618 square metres more or less situate in the Borough of Balclutha, being Part of Lots 1 and 2, Block VII, Deeds Plan 100, and being Part Sections 4 and 5, Block XXXV, Clutha District, and being all that land in Certificate of Title, Volume 3A, Folio 731 (Otago Registry). Limited as to parcels.

**FIFTHLY** All that freehold parcel of land containing 2023 square metres more or less situate in the Borough of Balclutha, being Lots 19 and 20, Block VII, Deeds Plan 100, and being Part Section 4, Block XXXV, Clutha District, and being all that land in Certificate of Title, Volume 3A, Folio 732 (Otago Registry). Limited as to parcels.

**SIXTHLY** All that freehold parcel of land containing 1013 square metres more or less, situate in the Borough of Balclutha, being Lot 18, Block VII, Deeds Plan 100, and being Part Sections 4 and 5, Block XXXV, Clutha District, and being all that land in Certificate of Title, Volume 3A, Folio 735 (Otago Registry). Limited as to parcels.

**SEVENTHLY** All that freehold parcel of land containing 506 square metres more or less, situate in the Borough of Balclutha, being Part Lot 17, Block VII, Deeds Plan 100, and being Part Sections 4 and 5, Block XXXV, Clutha District, and being all that land in Certificate of Title, Volume 3A, Folio 742 (Otago Registry). Limited as to parcels.

**EIGHTHLY** All that freehold parcel of land containing 506 square metres more or less, situate in the Borough of Balclutha, being Part Lot 17, Block VII, Deeds Plan 100, and being Part Sections 4 and 5, Block XXXV, Clutha District, and being all that land in Certificate of Title, Volume 3A, Folio 741 (Otago Registry). Limited as to parcels.

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**NINTHLY** All that freehold parcel of land containing 1013 square metres more or less, situate in the Borough of Balclutha, being Lot 16, Block VII, Deeds Plan 100, and being Part Sections 4 and 5, Block XXXV, Clutha District, and being all that land in Certificate of Title, Volume 3A, Folio 734 (Otago Registry). Limited as to parcels.

**TENTHLY** All that freehold parcel of land containing 1013 square metres more or less, situate in the Borough of Balclutha, being Lot 15, Block VII, Deeds Plan 100, and being Part Section 5, Block XXXV, Clutha District, and being all that land in Certificate of Title, Volume A2, Folio 31 (Otago Registry). Limited as to parcels.

**ELEVENTHLY** All that freehold parcel of land containing 1013 square metres more or less, situate in the Borough of Balclutha, being Lot 14, Block VII, Deeds Plan 100, and being Part Section 5, Block XXXV, Clutha District, and being all that land in Certificate of Title, Volume 3A, Folio 730 (Otago Registry). Limited as to parcels.

There is a debt owing by the Proprietor to the Dunedin City Catholic Education Trust Board (Inc.)

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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** Part Block B (Spaces N1 to N6 inclusive) and the land surrounding the same more particularly hatched in blue on the said plan together with a reservation in favour of full rights of access inter se.

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## FOURTH SCHEDULE

**Schedule of staff appointments to ST JOSEPH'S SCHOOL, BALCLUTHA, 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 14A 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 15 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 15 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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