

3827

SUPPLEMENTARY DEED OF AGREEMENT

ST JOSEPH'S CATHEDRAL SCHOOL, DUNEDIN

THIS DEED OF AGREEMENT is made on the 29th day of September
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 St Joseph's School, Rattray Street, 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) By redefining the Proprietor's Land and School Premises in accordance with Clause 3(a) of the Deed of Agreement, and
 - (3) By re-naming the School to better describe its new location, and
 - (4) To replace the Plan annexed to the Second Schedule with a new Plan, and
 - (5) To replace the First, Second and Fourth Schedules with new Schedules, and
 - (6) 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 the words "St Joseph's School, Rattray Street Dunedin" from Recital A and substituting therefor the words "St Joseph's Cathedral School, Dunedin".

 - 3.2. **BY** deleting and cancelling paragraph (d) of **Clause 3**.

 - 3.3. **BY** deleting from the first line of **Clause 9** the words "paragraphs (d) and (e)" and substituting therefor the words "paragraph (e)".

 - 3.4. 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)

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of the Private Schools Conditional Integration Act 1975.”

3.5. 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.”

3.6. 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 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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- 3.7.** 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."
- 3.8.** By deleting from **Clause 19** the words "two (2)" and substituting the words "three (3)" therefor.
- 3.9.** By deleting **Clause 20** from the Deed of Agreement.
- 3.10.** By deleting from **Clause 25** the words "the School Committee and/or".
- 3.11.** By deleting **Clauses 26,28,29,30 and 31**.
- 3.12.** By deleting from **Clause 34** the words "under the same Controlling Authority".



- 3.12.1 By deleting from **Clause 3 4** the words "**clause 3 (d) and (e), Clause 25, Clause 27 and Clause 29**" and substituting therefor the words "**Clause 3 (e), Clause 25 and Clause 27.**"
- 3.12.2. By deleting from **line 7 of Clause 3 4** 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.

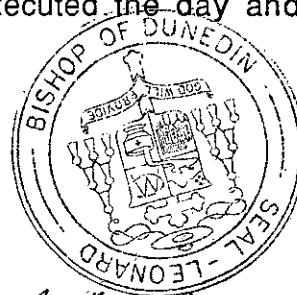
SIGNED by LEONARD ANTHONY BOYLE

THE ROMAN CATHOLIC BISHOP
OF THE DIOCESE OF DUNEDIN

and sealed with his seal of office

in the presence of:

P. M. Lee
2 Ash Place
Mosgiel
Secretary



+ L. A. Boyle

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

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 and other improvements owned by the Roman Catholic Bishop of the Diocese of Dunedin, situated at 43 Elm Row and also bounding Brown Street, Duncan Street and Canongate, Dunedin, New Zealand, being known as St Joseph's Cathedral School, Dunedin, New Zealand and being more particularly described as follows, and delineated in green on the plan forming part of the Second Schedule.

FIRSTLY All that freehold parcel of land containing 1037 square metres more or less situate in the City of Dunedin, being Section 58, Block XII, TOWN OF DUNEDIN, and being all that land in Certificate of Title, Volume 8B, Folio 138 (Otago Registry).

SECONDLY All that freehold parcel of land containing 602 square metres more or less situate in the City of Dunedin, being part Section 57, Block XII, TOWN OF DUNEDIN, the said parcel of land being partly more particularly shown on Deposited Plan 1212, and being all that land in Certificate of Title, Volume 5C, Folio 202 (Otago Registry).

THIRDLY All that freehold parcel of land containing 2461 square metres more or less situate in the City of Dunedin, being Section 55, and Part Sections 56 and 57, Block XII, TOWN OF DUNEDIN, and being all that land in Certificate of Title, Volume 5C, Folio 13 (Otago Registry).

Title is limited as to Parcels.

FOURTHLY All that freehold parcel of land containing 568 square metres more or less situate in the City of Dunedin, being Lot 4, Deposited Plan 6762 and being part Section 54, Block XII, TOWN OF DUNEDIN, and being all that land in Certificate of Title, Volume 8D, Folio

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497 (Otago Registry).

FIFTHLY All that freehold parcel of land containing 436 square metres more or less situate in the City of Dunedin, being Lot 3, Deposited Plan 6762, and being part Section 54, Block XII, TOWN OF DUNEDIN, and being all that land in Certificate of Title, Volume 8D, Folio 498 (Otago Registry).

SIXTHLY All that freehold parcel of land containing 425 square metres more or less situate in the City of Dunedin, being part Sections 67 and 68, Block XII, TOWN OF DUNEDIN, and being all that land in Certificate of Title, Volume 5C, Folio 203 (Otago Registry).

Title limited as to Parcels.

SEVENTHLY All that freehold parcel of land containing 395 square metres more or less situate in the City of Dunedin, being part of Section 68, Block XII, TOWN OF DUNEDIN, and being all that land in Certificate of Title, Volume 5C, Folio 207 (Otago Registry).

Title limited as to Parcels.

EIGHTHLY All that freehold parcel of land containing 180 square metres more or less situate in the City of Dunedin, being part of Section 68, Block XII, TOWN OF DUNEDIN, and being all that land in Certificate of Title, Volume 5C, Folio 206 (Otago Registry).

Title limited as to Parcels.

NINTHLY All that freehold parcel of land containing 225 square metres more or less situate in the City of Dunedin, being part Section 68, Block XII, TOWN OF DUNEDIN, and being all that land in Certificate of Title, Volume 5C, Folio 208 (Otago Registry).

Title limited as to Parcels.

TENTHLY All that freehold parcel of land containing 215 square metres more or less situate in the City of Dunedin, being Lot 3, Deeds Plan 420 and being part Section 67, Block XII, TOWN OF DUNEDIN, and being all that land in Certificate of Title, Volume 8D, Folio 501 (Otago

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Registry).

Title limited as to Parcels.

Interests at Date of Issue

- (a) Subject to Party Wall rights in favour of Lot 2 (CT 284/202) created by Conveyance 144497 (247/531)
- (b) Appurtenant hereto are Party Wall Rights over part Lot 2 (CT 284/202) created by Conveyance 144497 (247/531).

ELEVENTHLY All that freehold parcel of land containing 238 square metres more or less situate in the City of Dunedin, being Lot 2, Deeds Plan 420 and being part Section 67, Block XII, TOWN OF DUNEDIN, and being all that land in Certificate of Title, Volume 5C, Folio 204 (Otago Registry).

Title limited as to Parcels.

Interests at Date of Issue

- (a) Appurtenant hereto are Party Wall Rights over part Lot 3, Deeds Plan 420 (CT 284/202) created by Conveyance 144497 (247/531)
- (b) Subject to Party Wall Rights over part appurtenant to Lot 3, Deeds Plan 420 (CT 284/204) created by Conveyance 144497 (247/531)

TWELFTHLY All that freehold parcel of land containing 331 square metres more or less situate in the City of Dunedin, being Lot 1, Deeds Plan 420, and being part Section 67, Block XII, TOWN OF DUNEDIN, and being all that land in Certificate of Title, Volume 5C, Folio 205 (Otago Registry).

Title limited as to Parcels.

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THIRTEENTHLY All that freehold parcel of land containing 2990 square metres more or less situate in the City of Dunedin, being Sections 65 and 66 and part Sections 56, 57, 64 and 67, Block XII, CITY OF DUNEDIN, some of the boundaries being more particularly defined on Deposited Plan 1212, and being all that land in Certificate of Title, Volume 8D, Folio 499 (Otago Registry).

FOURTEENTHLY All that freehold parcel of land containing 496 square metres more or less situate in the City of Dunedin, being part Sections 63 and 64, Block XII, TOWN OF DUNEDIN. Part of the said land being more particularly defined on Deposited Plans 703 and 1212, and being all that land in Certificate of Title, Volume 8D, Folio 500 (Otago Registry).

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

There is a debt owing by the Proprietor to the Dunedin Diocesan Development Fund.

There is a mortgage in favour of the Housing Corporation on the land as described in the above schedule. The Buildings are also used for security.

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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 which is delineated in red on the annexed site plan of the Proprietor's land which forms part of this Schedule, **TOGETHER WITH** all the School Buildings and other improvements thereon.

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FOURTH SCHEDULE

Schedule of staff appointments to ST JOSEPH'S CATHEDRAL SCHOOL DUNEDIN 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.

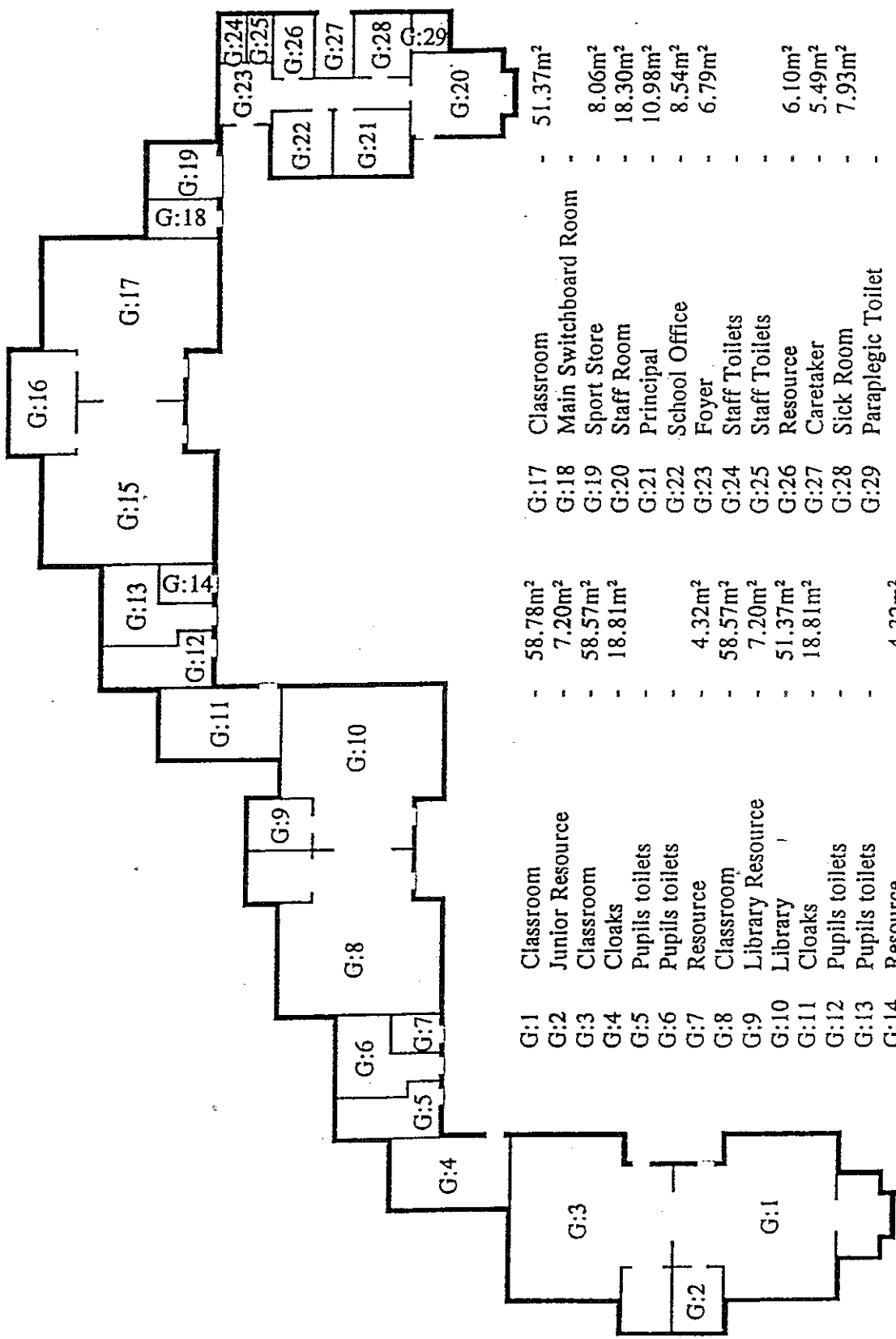
- 1 (a) Whenever the Total Staffing Entitlement of the School is 5.0 or more teachers, but not otherwise, there shall be a position at the School to be designated Director of Religious Studies in accordance with Clause 15 of this Deed of Agreement.
- (b) If the Total Staffing Entitlement of the School 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 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 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 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

A. H. B. [Signature]



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G:1	Classroom	-	-	-	-	-
G:2	Junior Resource	-	-	-	-	-
G:3	Classroom	58.78m ²	7.20m ²	51.37m ²	51.37m ²	51.37m ²
G:4	Cloaks	58.57m ²	18.81m ²	18.81m ²	18.81m ²	18.81m ²
G:5	Pupils toilets	-	-	-	-	-
G:6	Pupils toilets	-	-	-	-	-
G:7	Resource	4.32m ²	4.32m ²	4.32m ²	4.32m ²	4.32m ²
G:8	Classroom	58.57m ²	58.57m ²	58.57m ²	58.57m ²	58.57m ²
G:9	Library Resource	7.20m ²	7.20m ²	7.20m ²	7.20m ²	7.20m ²
G:10	Library	51.37m ²	51.37m ²	51.37m ²	51.37m ²	51.37m ²
G:11	Cloaks	18.81m ²	18.81m ²	18.81m ²	18.81m ²	18.81m ²
G:12	Pupils toilets	-	-	-	-	-
G:13	Pupils toilets	-	-	-	-	-
G:14	Resource	4.32m ²	4.32m ²	4.32m ²	4.32m ²	4.32m ²
G:15	Classroom	-	-	-	-	-
G:16	Classroom	-	-	-	-	-
G:17	Main Switchboard Room	-	-	-	-	-
G:18	Sport Store	8.06m ²	8.06m ²	8.06m ²	8.06m ²	8.06m ²
G:19	Staff Room	18.30m ²	18.30m ²	18.30m ²	18.30m ²	18.30m ²
G:20	Principal	10.98m ²	10.98m ²	10.98m ²	10.98m ²	10.98m ²
G:21	School Office	8.54m ²	8.54m ²	8.54m ²	8.54m ²	8.54m ²
G:22	Foyer	6.79m ²	6.79m ²	6.79m ²	6.79m ²	6.79m ²
G:23	Staff Toilets	-	-	-	-	-
G:24	Staff Toilets	-	-	-	-	-
G:25	Staff Toilets	-	-	-	-	-
G:26	Resource	6.10m ²	6.10m ²	6.10m ²	6.10m ²	6.10m ²
G:27	Caretaker	5.49m ²	5.49m ²	5.49m ²	5.49m ²	5.49m ²
G:28	Sick Room	7.93m ²	7.93m ²	7.93m ²	7.93m ²	7.93m ²
G:29	Paraplegic Toilet	-	-	-	-	-
G:30	Withdrawal	4.32m ²	4.32m ²	4.32m ²	4.32m ²	4.32m ²
G:31	Classroom	51.37m ²	51.37m ²	51.37m ²	51.37m ²	51.37m ²
G:32	Withdrawal	14.70m ²	14.70m ²	14.70m ²	14.70m ²	14.70m ²

ST JOSEPH'S CATHEDRAL SCHOOL. ELM ROW DUNEDIN