

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

THIS DEED OF AGREEMENT is made on the 8th day of February 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 17th day of June One thousand nine hundred and eighty (1980) 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, Queenstown 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, Third and Fourth Schedules with new Schedules.

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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 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."

 - 3.3. By deleting the words "One hundred and eleven (111) pupils" in the

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5th line of **Clause 8** of the Deed of Agreement and substituting the words One hundred and thirty (130) 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 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 1959 and as is more particularly described in the Fourth

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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 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 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".

3.7. 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

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

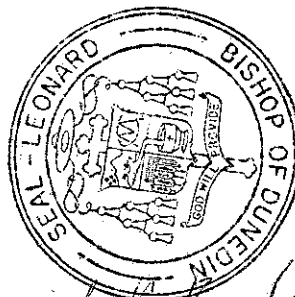
- 3.8. By deleting from **Clause 15** the words "one (1)" and substituting the words "two (2)" therefor.
- 3.9. By deleting from **Clause 20** the words "the School Committee and or".
- 3.10. By deleting from **Clause 24** the words "under the same Controlling Authority".
- 3.10.1. By deleting from line 8 of **Clause 24** 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 **First, Second, Third and Fourth Schedules** to the Deed of Agreement and substituting therefor the **First, Second, Third 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. 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:

Kathy Phillips

Warren Henson
 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, Convent, Church and Presbytery owned by the Roman Catholic Diocese of Dunedin situated at Melbourne Street, Queenstown, New Zealand, being known as Saint Joseph's Primary School, 43 Melbourne Street, Queenstown and being more particularly described as follows and delineated in green on the annexed plan.

FIRSTLY all that freehold parcel of land containing 1973 square metres more or less being Section 5 and 10 of Block XXXIV, Town of Queenstown, and being all that land in certificate of Title, Volume 4B/61 (Otago Registry).

SECONDLY all that freehold parcel of land containing 2959 square metres more or less and being sections 6,7 and 9 of Block XXXIV, Town of Queenstown, and being all that land in Certificate of Title, Volume 2D/1332 (Otago Registry).

THIRDLY all that freehold parcel of land containing 986 square metres more or less and being Section 8 of Block XXXIV, Town of Queenstown, and being all the land in Certificate of Title, Volume 2D/1333 (Otago Registry).

There is a debt owing by the Proprietor to the Dunedin 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 plan forms part of this Schedule **TOGETHER WITH** all the School Buildings and other improvements thereon **SAVE AND EXCEPT** the **Store** (Area Numbered LG 8) hatched in blue on the annexed 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.

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THIRD SCHEDULE

ST JOSEPH'S SCHOOL, QUEENSTOWN

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

SITE:

- | | |
|---|------|
| (a) Develop the existing grassed area for play by levelling with fill and retain as necessary.
Provide site drainage to grassed area. | 2003 |
| (b) Provide a 3.000 metre high safety chain-link boundary fence along Melbourne Street frontage and also between the Church and grassed area. | 2003 |
| (c) Provide landscaping as required by the Local Authority. | 2003 |

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FOURTH SCHEDULE

Schedule of staff appointments to ST JOSEPH'S SCHOOL, QUEENSTOWN 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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