

SUPPLEMENTARY DEED OF AGREEMENT

ST MARY'S PRIMARY SCHOOL, KAIKORAI

THIS DEED OF AGREEMENT is made on the 19th day of March
One thousand nine hundred and ninety ~~four~~ (1997) 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 18th day of May 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 Mary's Primary School, Kaikorai 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, and
 - (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."

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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 deleting from Clause 16 the words "normal staffing entitlement of the School as established by Regulations made under the Education Act 1964" and 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 in both places the words "Total Staffing Entitlement of the School as established pursuant to the Education Act 1989".

3.5. 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

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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."

- 3.6. By deleting from Clause 15 the words "two (2)" and substituting the words "three (3)" therefor.
- 3.7. By deleting from Clause 23 the words "the School Committee and or".
- 3.8. By deleting from Clause 27 the words "(d) and" and the words "under the same Controlling Authority".
- 3.8.1 By deleting from lines 7 and 8 of Clause 27 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.

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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

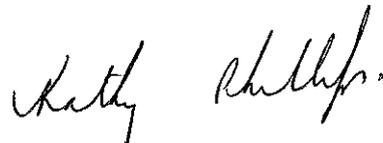


and sealed with his seal of office

in the presence of: *S. G. Manning*
Minister, Catholic Education Office,
4 Fairfield, 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:

Simon Leslie How
Support Officer
National operations
64 A Gillie St
MT Victoria
Wellington

FIRST SCHEDULE

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

THE PROPRIETOR'S LAND

All that land, School buildings, Presbytery and Church and other improvements owned by the Roman Catholic Bishop of the Diocese of Dunedin situated at Cromwell Street, Kaikorai, Dunedin being known as Saint Mary's Primary School, 6 Cromwell Street, Kaikorai, Dunedin and being more particularly described as follows:

FIRSTLY all that freehold parcel of land containing 910 square metres more or less being situated in the City of Dunedin being Lot 8, Deposited Plan 51, and being part Sections 16 and 17, Block 4, Upper Kaikorai District and being all the land in Certificate of Title 3D/397 (Dunedin Registry).

SECONDLY all that freehold parcel of land containing 4077 square metres more or less being situated in the City of Dunedin being Lots 1, 2, 30 and 31, Deposited Plan 158, and being part Sections 108 and 109, Wakari District and being all the land in Certificate of Title 3D/399 (Dunedin Registry).

THIRDLY all that freehold parcel of land containing 2024 square metres more or less being situated in the City of Dunedin being Lots 28 and 29, Deposited Plan 158, and being part Sections 107 and 108, Wakari District and being all the land in Certificate of Title 8C/681 (Dunedin Registry).

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FOURTHLY all that freehold parcel of land containing 1259 square metres more or less being situated in the City of Dunedin being part of Berwick Street shown on the Deposited Plan 158, and being part Sections 107 and 108, Wakari District and being all the land in Certificate of Title 3D/400 (Dunedin Registry).

FIFTHLY all that freehold parcel of land containing 6000 square metres more or less being situated in the City of Dunedin being Lots 36, 37 and 38, Deposited Plan 158, and being part Sections 107 and 108, Wakari District and being all the land in Certificate of Title 3D/398 (Dunedin Registry).

465500 Transfer being a grant of a pipeline easement in gross over part Lot 1 marked A, part Lot 31 marked B, part Section 108 Wakari District marked C, and part Lot 38 marked D, E, F on diagram thereto in favour of the Mayor, Councillors and Citizens of the City of Dunedin.

The Proprietor's land as described above is delineated in green on the annexed plan which plan forms part of this Schedule.

There is a debt owing by the Proprietor to the Roman Catholic Diocese of Dunedin Development Fund.

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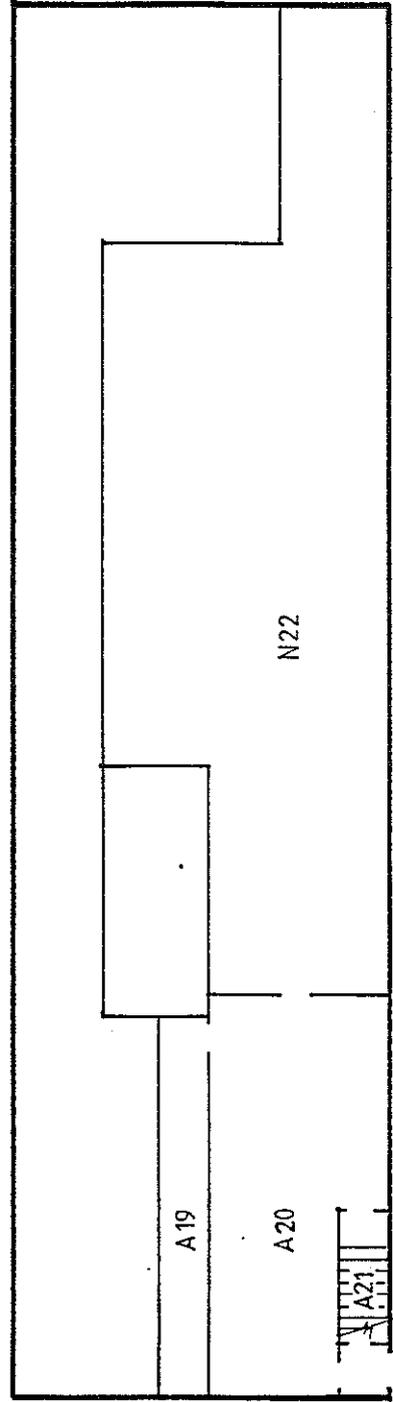
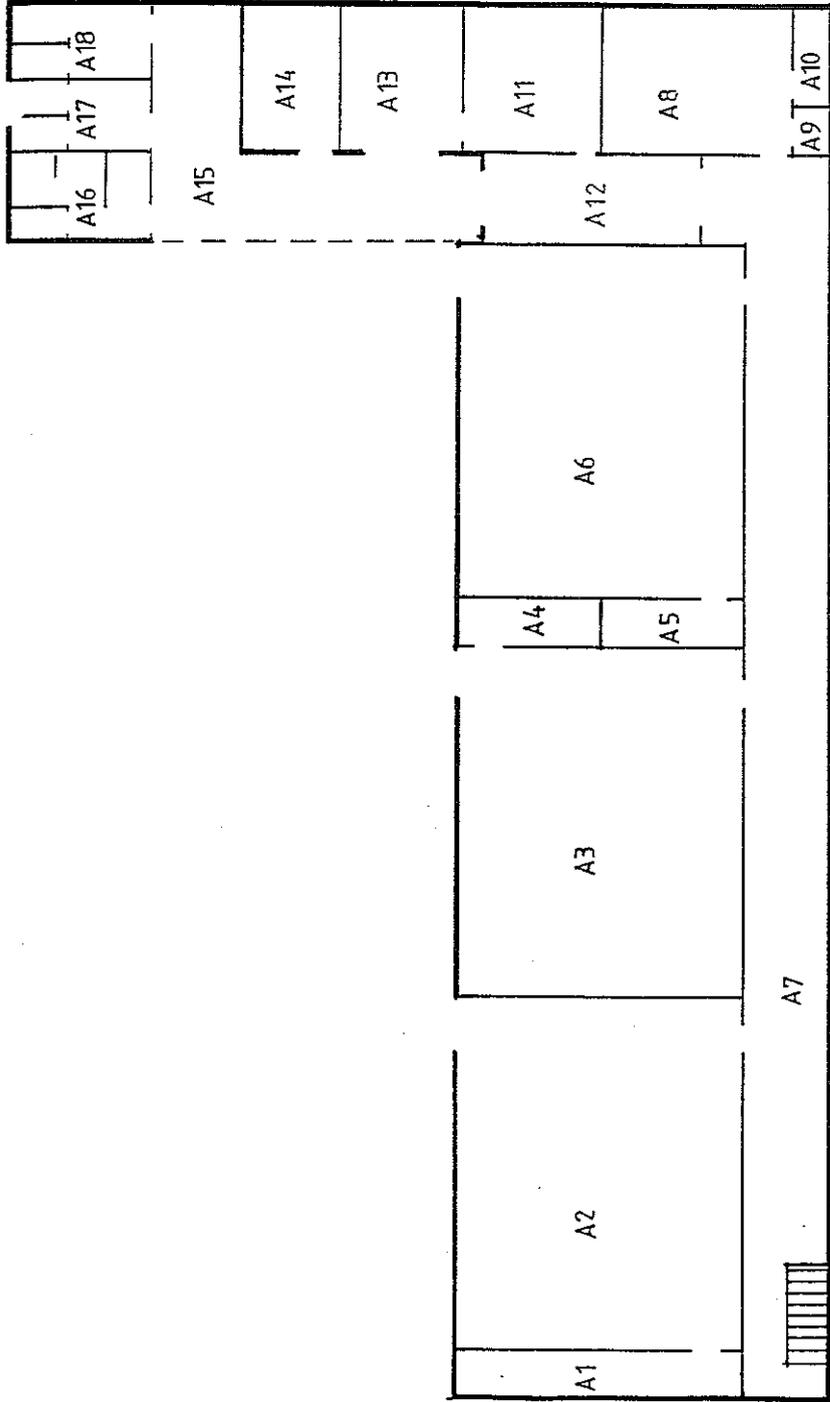
SECOND SCHEDULE

Description of land, building 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 plan of the Proprietor's land, which plan forms part of the Schedule, TOGETHER WITH all the School buildings and other improvements thereon. SAVE AND EXCEPT the Presbytery and the land immediately surrounding the same more particularly delineated 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 over the sealed access thereto as shown on the annexed site plan from and to Cromwell Street, Dunedin.

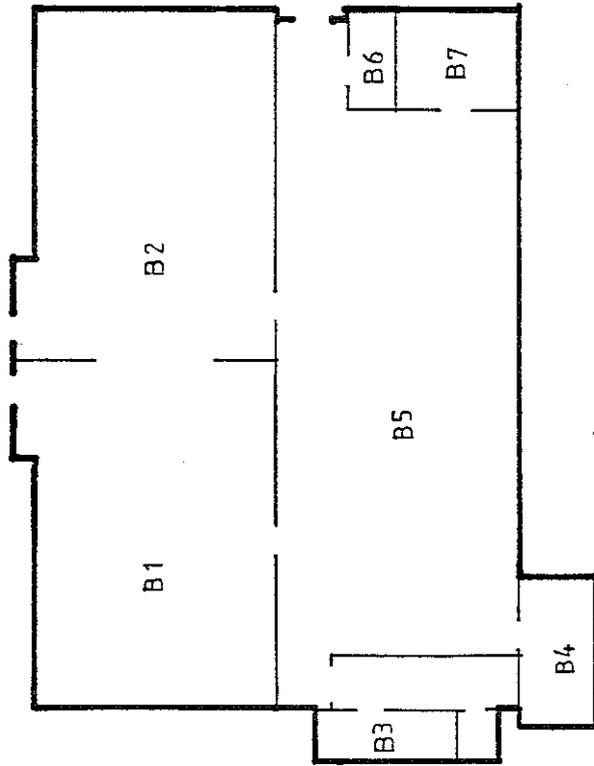
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8.93	m ²
66.24	m ²
66.24	m ²
4.41	m ²
4.41	m ²
66.24	m ²
18.87	m ²
12.48	m ²
11.04	m ²
8.86	m ²
13.72	m ²
41.43	m ²

Handwritten initials and date: M. A. B. 8/4

B 1	Classroom	55.20	m ²
B 2	Classroom	55.20	m ²
B 3	Toilet		
B 4	Toilet		
B 5	Hall/Gymnasium	86.00	m ²
B 6	PE Store		
B 7	Kitchen		



*L.A.B
at sign*

FOURTH SCHEDULE

Schedule of staff appointments to ST MARY'S PRIMARY SCHOOL, KAIKORAI 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 16 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.

L.A.B
at 8th

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
8.0	3
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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