

SUPPLEMENTARY DEED OF AGREEMENT

ST MARY'S PRIMARY SCHOOL, MILTON

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 18th day of December 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, Milton 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."

3.3 By deleting from **Clause 9** the words "(d) and"

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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 (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 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

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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 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

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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 23** the words "(d) and", and the words "under the same Controlling Authority".

3.10.1. By deleting from line 7 of **Clause 23** 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.

3.10.1. 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.

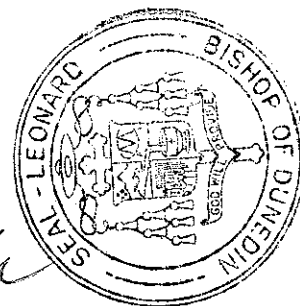
4 **THAT** the covenants conditions and restrictions contained and implied in the Deed of Agreement shall be read and construed subject to the modifications herein contained but in all other respects the Deed of Agreement is confirmed.

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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. Boyle

Pauline 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**
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 School premises form part.

THE PROPRIETOR'S LAND

All that land, School buildings, Baths, Church, Presbytery, Hall, and Storage shelter owned by the Roman Catholic Bishop of the Diocese of Dunedin situated in Chaucer Street, Milton, New Zealand, being known as Saint Mary's Primary School, Milton, and being more particularly described as follows and delineated in green on the annexed plan.

FIRST all that freehold parcel of land containing 1548 square metres more or less being Lot 1 Deposited Plan 26959, Block XVII Tokomairiro District, and being all that land in Certificate of Title, Volume 18D Folio 935 (Otago Registry).

SECONDLY all that freehold parcel of land containing 2024 square metres more or less being Lots 22 and 23, Block VIII, Deeds Plan 6 and being part Section 137, Block XVII Tokomairiro District, and being all that land in Certificate of Title, Volume A2 Folio 81 (Otago Registry). Limited as to parcels.

THIRDLY all that freehold parcel of land containing 8094 square metres more or less being Lots 7,8,9,10,11,19,20 and 21, Block VIII, Deeds Plan 6, Block XVII Tokomairiro District, and being all that land in Certificate of Title, Volume 18D Folio 937 (Otago Registry).

FOURTHLY all that freehold parcel of land containing 1012 square metres more or less being Lot 18, Block VIII, Deeds Plan 6, and being part Section 137, Block XVII Tokomairiro District, and being all that land in Certificate of Title, Volume A2 Folio 75 (Otago Registry). Limited as to parcels.

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

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SECOND SCHEDULE

Description of the 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, baths, and other improvements thereon.

SAVE AND EXCEPT the Church, Presbytery, Hall, Block C the Storage Shelter and the land immediately surrounding the same more particularly delineated in blue on the said plan together with 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 Proprietor's land over the access thereto shaded brown on the annexed plan from and to Chaucer Street Milton.

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FOURTH SCHEDULE

Schedule of staff appointments to ST MARY'S PRIMARY SCHOOL MILTON 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 5.2 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.

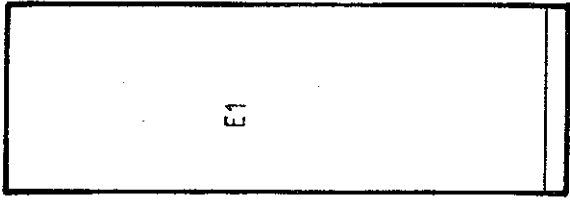
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Column 1
Total Staffing Entitlement

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
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26.0	12
27.0	12
28.0	13
29.0	13
30.0	14

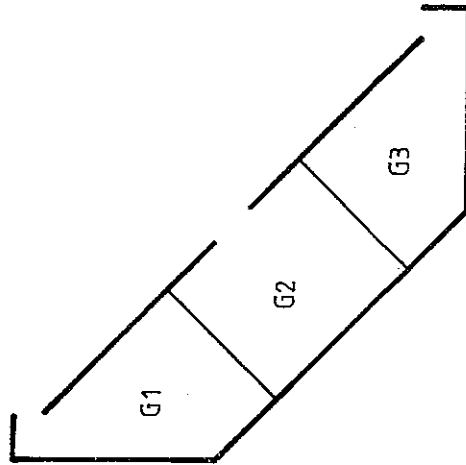
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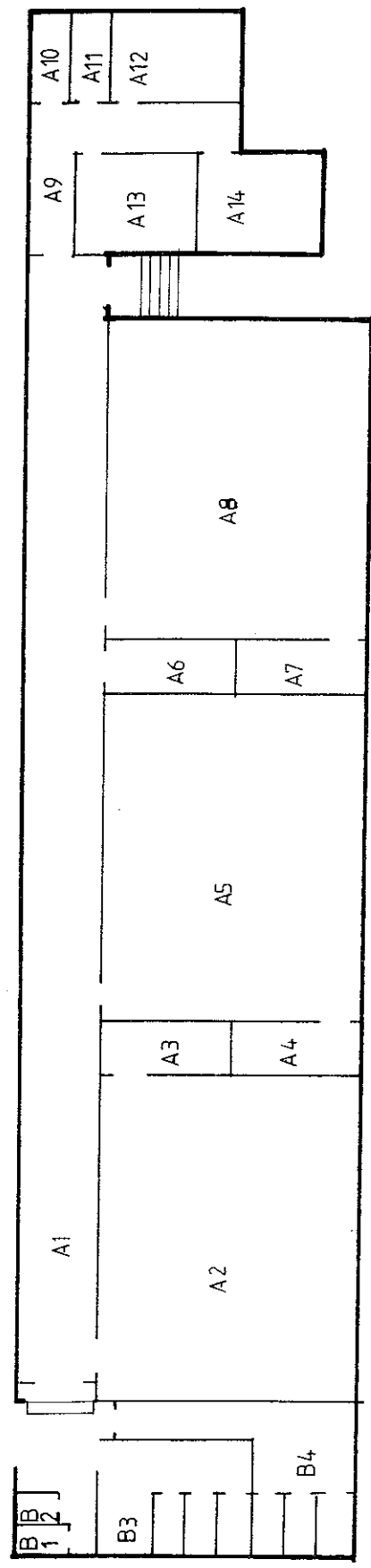
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E 1	Swimming Pool	60.88 m ²
F 1	Filtration Plant	4.64 m ²
G 1	Open Change)	
G 2	Covered Area)	
G 3	Open Change)	55.24 m ²



ST MARY'S SCHOOL

MILTON



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A 1	Corridor	66.90	m ²
A 2	Classroom	5.54	m ²
A 3	Resource	5.54	m ²
A 4	Resource	66.90	m ²
A 5	Classroom	5.54	m ²
A 6	Resource	5.54	m ²
A 7	Resource	66.90	m ²
A 8	Classroom	2.50	m ²
A 9	Corridor	2.50	m ²
A 10	Staff Toilet	9.50	m ²
A 11	Staff Toilet	10.50	m ²
A 12	Sick Room	10.50	m ²
A 13	Book Room	10.50	m ²
A 14	Staffroom	46.38	m ²
B 1	Staff Toilet		
B 2	Cleaner)		
B 3	Boys' Toilet)		
B 4	Girls' Toilet)		

ST MARY'S SCHOOL

MILTON