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SUPPLEMENTARY DEED OF AGREEMENT

ST MARY'S SCHOOL, MOSGIEL

THIS DEED OF AGREEMENT is made on the 2nd day of February 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 Mary's School, Mosgiel 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.
 - (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 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 18** 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”.
- 3.5. By deleting **Clause 17** and substituting the following Clause therefor:
- “17. 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 18** the words "one (1)" and substituting the words "two (2)" therefor.
- 3.7. By deleting **Clause 19** from the Deed of Agreement.
- 3.8. By deleting from **Clause 24** the words "the School Committee and/or".
- 3.9. By deleting from **Clause 29** the words "(d) and," and the words "under the same Controlling Authority".
 - 3.9.1. By deleting from **line 7 of Clause 29** the words "the Controlling Authority" and substituting therefor the words "the Minister".
- 3.10. 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** 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. Hee
Secretary
38 Tweed St
Roslyn
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

[Handwritten signature]
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, Hall and other improvements owned by the Roman Catholic Bishop of the Diocese of Dunedin situated in Church Street and also bounding Gordon Road, Mosgiel, New Zealand, being known as St Mary's School, Mosgiel and being more particularly described as follows, and delineated in green on the plan forming part of the Second Schedule hereto.

FIRSTLY all that freehold parcel of land containing 2279 square metres more or less situated in the Borough of Mosgiel being Lot 1, Deposited Plan 17757, and being part Section 6, Block II East Taieri District and being all that land in Certificate of Title, Volume 13A Folio 441 (Otago Registry).

SECONDLY all that freehold parcel of land containing 949 square metres more or less situated in the Borough of Mosgiel being Lot 2, Deposited Plan 17757, and being part Section 6 Block II East Taieri District and being all that land in Certificate of Title, Volume 8D Folio 1097 (Otago Registry).

THIRDLY all that freehold parcel of land containing 5235 square metres more or less situated in the Borough of Mosgiel being Lot 3 Deposited Plan 17757, and being part Section 6 Block II East Taieri District and being all the land in Certificate of Title, Volume 8D Folio 1098 (Otago Registry).

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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 MARY'S SCHOOL MOSGIEL 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

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