

SUPPLEMENTARY DEED OF AGREEMENT

ST. PATRICK'S SCHOOL, SOUTH DUNEDIN

THIS DEED OF AGREEMENT is made on the *2nd* day of *December*
One thousand nine hundred and ninety-two (1992) BETWEEN
THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF DUNEDIN a
Corporation Sole (hereinafter with its 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 1st day of
March 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. Patrick's
School, South Dunedin**, as an integrated school
(hereinafter referred to as "the School").
- B** The Proprietor and the Minister are now agreed on the
need to amend the Deed of Agreement pursuant to
section 7(9) of the Private Schools Conditional
Integration Act 1975.

NOW THIS DEED OF AGREEMENT WITNESSETH THAT IT IS HEREBY
COVENANTED AGREED AND DECLARED BY AND BETWEEN THE PARTIES
HERETO AS FOLLOWS:

1. THAT the Deed of Agreement be further amended by
inserting the following clause:

17A. Whenever there is a position at the School
designated as deputy principal or assistant principal
and the appointee is also to be responsible for
supervising junior classes it is agreed pursuant to

L.A.B



Section 65(1)(d) of the Private Schools Conditional Integration Act 1975 as amended by the Private Schools Conditional Integration Amendment Act 1986 that the Controlling Authority of the School shall state in any advertisement for that position 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 these positions shall accept these requirements as a condition of appointment. If a person is so appointed as assistant principal these requirements shall continue to be binding on that person if subsequently appointed deputy principal at the school while still retaining the responsibility for junior classes PROVIDED HOWEVER that in the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement then the position (if any) to which these requirements are a condition shall be determined in accordance with the then current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder and as is more particularly described in the Fourth Schedule hereto.

2. THAT Clause 18 of the Deed of Agreement be deleted and the following clause substituted in its place:

18(i) Whenever there is a position at the School designated as deputy principal and the person so appointed is also to have responsibility for supervising senior classes 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 on the part of the teacher holding it, namely, to maintain programmes and activities that reflect the Special Character of the School and the 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 PROVIDED HOWEVER that in the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement then the position (if any) to which these requirements are a condition shall be determined in accordance with the then current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder and as is more particularly described in the Fourth Schedule hereto.

(ii) Whenever there is a position at the School designated as assistant principal being a position the holder of which has responsibility for supervising senior classes at the School, it is agreed pursuant to Section 66(2) of the Private Schools Conditional Integration Act 1975 that the person holding the position is required to maintain programmes and activities that reflect the Special Character of the School and the advertisement for the position shall require an appointee to maintain such programmes and activities as a condition of appointment to that position. Any person so appointed to that position shall accept these requirements as a condition of appointment PROVIDED HOWEVER that in the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement then the position (if any) to which these requirements are a condition shall be determined in accordance with the then current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder and as is more particularly described in the Fourth Schedule hereto.

3. THAT the Fourth Schedule of the Deed of Agreement is hereby amended in the following manner:

- (i) By deleting the heading above **Column 4** and substituting the following:-

Deputy Principal - Assistant Principal with responsibility for Junior Classes appointed subject to the provisions of Section 65(1)(d) of the Private Schools Conditional Integration Act 1975 as amended by the Private Schools Conditional Integration Amendment Act 1986.

Number of Staff to be so Appointed

- (ii) By deleting the heading above **Column 6** and substituting the following:-

Deputy Principal with responsibility for Senior Classes appointed subject to the provisions of Section 66(1) of the Private Schools Conditional Integration Act 1975 as amended by the Private Schools Conditional Integration Amendment Act 1986 or Assistant Principal with responsibility for Senior Classes appointed under Section 66(2) and (3) of the Private Schools Conditional Integration Act 1975 as amended by the Private Schools Conditional Integration Amendment Act 1986.

Number of Staff to be so Appointed

- (iii) By deleting the word "**under**" and substituting the words "**subject to the provisions of**" in the headings above **Columns 2, 3 and 5**.

- (iv) Note 1 at the foot of the Fourth Schedule is hereby deleted and the following Note substituted:-

Note 1

The above Schedule has been prepared for use

when the staffing entitlement of the School alters at any time during the currency of this Deed of Agreement to enable the parties hereto by reference to the total staffing entitlement of the School in Column (1) hereof to determine the number of teaching positions at the School which in terms of Section 65(1)(a), (b) and (c) of the Private Schools Conditional Integration Act 1975 and Sections 65(1)(d) of the Private Schools Conditional Integration Amendment Act 1986 and Clauses 14, 15, 17 and 18 of this Deed carry a responsibility for Religious instruction and require a willingness and ability to take part in Religious instruction or in terms of Section 66(1), (2) and (3) of the Private Schools Conditional Integration Amendment Act 1986 require a particular capability in the teacher as described in Clause 19 of the Deed of Agreement. The Schedule to be read from left to right.

4. THAT Clause 24 of the Deed of Agreement be deleted.

5. THAT the First, Second and Third Schedules and the plan forming part of the Second Schedule of the Deed of Agreement be deleted from the Deed of Agreement and the First, Second and Third Schedules of this Supplementary Deed of Agreement and the plan forming part of the Second Schedule hereto be substituted therefor.

6. 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.

A.P.B

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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:

G. E. Hannigan
Catholic Education Director
of 37 Brunner Rd. Fairfield
Dunedin

L. A. Boyle



SIGNED by ERIC PEDERSEN
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:

Judith Manchester
Liaison Officer
53 Cronick Tce
Wellington 5

Eric Pedersen

FIRST SCHEDULE

THE PROPRIETOR'S LAND

All that land, School Buildings and other improvements owned by the Roman Catholic Bishop of Dunedin, situated at Macandrew Road, Dunedin, New Zealand, being known as St Patrick's Primary School, Macandrew Road, Dunedin, and being more particularly described as follows and delineated in green on the annexed plan.

FIRSTLY All that freehold parcel of land containing 966 square metres more or less being Lot 4, Deposited Plan 1988, Township of Forbury and being Part Section 33, Block VII Town District and being all that land in Certificate of Title, Volume 4B/67 (Otago Registry).

SECONDLY All that freehold parcel of land containing 2891 square metres more or less being Lot 1, Deposited Plan 3345, Township of Forbury and being Part Section 33, Block VII, Town District and being all that land in Certificate of Title, Volume 4B/66 (Otago Registry).

Subject to Building Line Restriction imposed by Order in Council 3426.

THIRDLY All that freehold parcel of land containing 401 square metres more or less and being Part Lots 1 and 3, Deposited Plan 3500 and being Part Sections 32 and 33 Block VII Town District and being all that land in Certificate of Title, Volume 3C/1104 (Otago Registry).

FOURTHLY All that Freehold parcel of land containing 994 square metres more or less and being Lot 2, Deposited Plan 6336, and being Part Lots 2 and 3, Deposited Plan 3345, and being Part Sections 32 and 33, Block VII Town District and being all that land in Certificate of Title, Volume 1C/456 (Otago Registry).

Subject to Building Line Restriction imposed by Order in Council 5648.

Subject as to Lot 2, D. P. 6336 to fencing covenant contained in Transfer 159007.

270368 and 270375 Fencing Provisions.

FIFTHLY All that freehold parcel of land containing 435 square metres more or less being Lot 1, Deposited Plan 6336 and being Part Section 33, Block VII, Town District and being all that land in Certificate of Title, Volume 4B/1136 (Otago Registry).

Subject to Building Line Restriction imposed by Order in Council 5648.

SIXTHLY All that freehold parcel of land containing 1012 square metres more or less being Lot 12, Block X, Deposited Plan 8, Township of Forbury and being Part Section 33, Block VII Town District and being all that land in Certificate of Title, Volume 4B/64 (Otago Registry).

SEVENTHLY All that freehold parcel of land containing 1025 square metres more or less and being Lots 1 and 2, Deposited Plan 5224, and being Part Section 33, Block VII Town District and being all that land in Certificate of Title 4B/65 (Otago Registry).

Subject to Building Line Restriction imposed by Order in Council 4762.

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

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

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.

L.A.B.

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SECOND SCHEDULE

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.

L.A.B.

JSP

ST PATRICK'S SCHOOL, DUNEDIN

THIRD SCHEDULE

**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 standards acceptable to the respective trades. Work must comply with all relevant New Zealand building codes and standards.

**Agreed phasing of work
to be completed by:**

30.6.95

Provide by remodelling and/or new construction
toilet facilities for girl pupils.

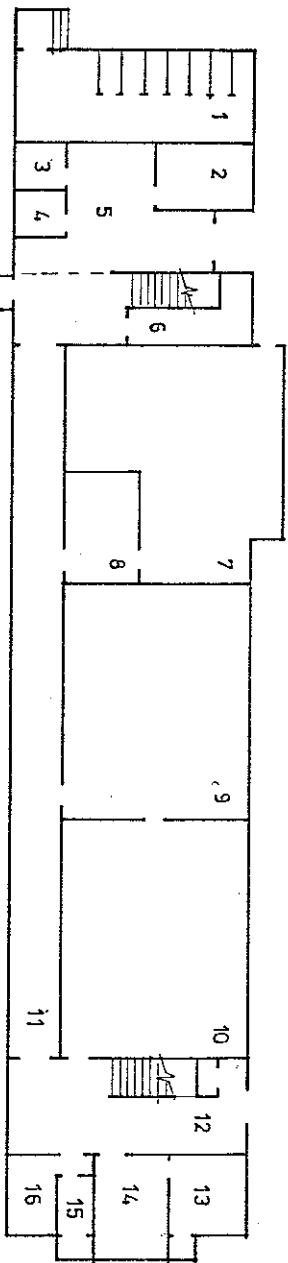
X

Provide appropriate teaching accommodation
for junior school pupils by modifying existing
teaching accommodation.

X

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J. P.

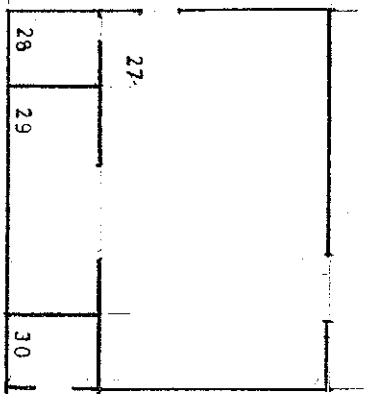


GROUND FLOOR
BLOCK B

ROOM	AREA
1 TOILETS	33 m ²
2 CASUALTY ROOM	10 m ²
3 WOMENS TOILET	4 m ²
4 MENS TOILET	4 m ²
5 FOYER	24 m ²
TOTAL AREA	75 m²

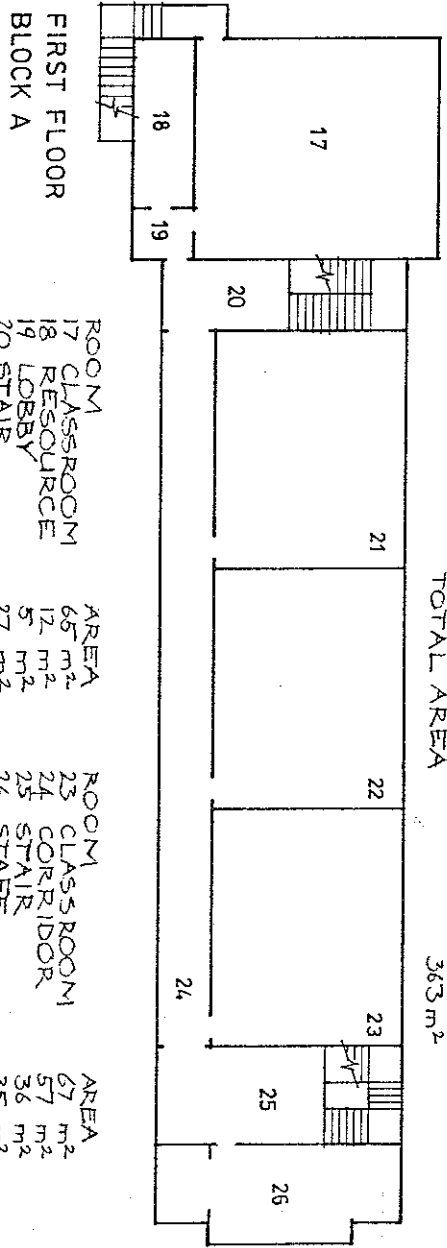
GROUND FLOOR
BLOCK A

ROOM	AREA
6 STAIRS	27 m ²
7 CLASSROOM	62 m ²
8 RESOURCE	13 m ²
9 CLASSROOM	67 m ²
10 CLASSROOM	57 m ²
11 CORRIDOR	36 m ²
12 STAIRS	11 m ²
13 PRINCIPAL	12 m ²
14 OFFICE	12 m ²
15 SWITCH	5 m ²
16 RESOURCE	6 m ²
TOTAL AREA	363 m²



HALL
BLOCK H

ROOM	AREA
27 HALL	133 m ²
28 KITCHEN	10 m ²
29 STORE	30 m ²
30 CARETAKER	12 m ²



FIRST FLOOR
BLOCK A

ROOM	AREA	ROOM	AREA
17 CLASSROOM	65 m ²	23 CLASSROOM	67 m ²
18 RESOURCE	12 m ²	24 CORRIDOR	57 m ²
19 LOBBY	5 m ²	25 STAIR	36 m ²
20 STAIR	27 m ²	26 STAFF	35 m ²
21 CLASS ROOM	67 m ²	TOTAL AREA	436 m²
22 CLASS ROOM	67 m ²		

MINISTRY OF EDUCATION
Integration of private schools.
School: St. Patricks School, Dunedin

Drawing No: EIP 084 02	Scale: 1:300
Date: 14 July 1992	Sheet 2 of 3 sheets
Revision:	Drawn: <i>Atwood</i>