

SUPPLEMENTARY DEED OF AGREEMENT

ST THERESA'S SCHOOL, INVERCARGILL

THIS DEED OF AGREEMENT is made on the 2nd day of September
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 30th day of March, One thousand nine hundred and eighty-three (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 Theresa's School, Invercargill 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, Third and Fourth Schedules with new Schedules.

L.A.S.

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".

3.1.1 By amending Clause 3(d) by deleting the final sentence.

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 subclauses (b) and (c) of **Clause 10** and

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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 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

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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 "three (3)" and substituting the words "four (4)" 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 28** the words "under the same Controlling Authority".

3.9.1 By deleting from **line 7 of Clause 28** 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 Schedules** to the Deed of Agreement and substituting therefor the First, Second Third 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.

L. N. B.

IN WITNESS WHEREOF these presents have been executed the day and the year first hereinbefore written.

SIGNED by THE ROMAN CATHOLIC BISHOP
OF THE DIOCESE OF DUNEDIN
and sealed with his seal of office
in the presence of:

L. A. Boyle



F. M. Lee
Secretary
12 Inglis St
Hosgood

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

[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 the land, School buildings and other improvements owned by the Roman Catholic Bishop of the Diocese of Dunedin situated in King Street and also bounding Perth and Leith Street, Invercargill, New Zealand, being know as St Theresa's School, Invercargill, 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 4047 square metres more of less situate in the City of Invercargill, being lots 1,2,3 and 4, Block VII, Deposited Plan 84 and being part Section 31, Block 1, INVERCARGILL HUNDRED, and being all that land in Certificate of Title, Volume 5D, Folio 787 (Southland Registry).

SECONDLY All that freehold parcel of land containing 1012 square metres more of less situate in the City of Invercargill, being Lot 19, Block VII, Township of Clinton and being part Section 31, Block 1, INVERCARGILL HUNDRED. The said land being more particularly defined on Deposited Plan 84 and being all that land in certificate of Title, Volume 5D, Folio 788 (Southland Registry).

THIRDLY All that freehold parcel of land containing 3035 square metres more or less situate in the City of Invercargill, being Lots 16, 17 and 18, Block VII, Deposited Plan 84 and being part section 31, Block 1, INVERCARGILL HUNDRED, and being all that land in Certificate of Title, Volume 5D, Folio 789 (Southland Registry).

This title is limited to Parcels.

FOURTHLY All that freehold parcel of land containing 1012 square metres more of less situated in the City of Invercargill, being Lot 20, block VII, Township of Clinton and being part Section 31, Block 1, INVERCARGILL HUNDRED. The said land being more particularly defined on Deposited Plan 84, and being all that land in Certificate of Title, Volume 5D, Folio 790 (Southland Registry).

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This title is limited to Parcels.

FIFTHLY All that freehold parcel of land containing 812 square metres more or less situated in the City of Invercargill being Lot 1, on Deposited Plan 3325, being part Section 31, Block 1, INVERCARGILL HUNDRED, and being al that land in Certificate of Title, Volume 6D, Folio 319 (Southland Registry).

SIXTHLY All that freehold parcel of land containing 2030 square metres more or less situated in the City of Invercargill being lots 21 and 22, Block VII, Township of Clinton and being part Section 31, Block 1, INVERCARGILL HUNDRED, and being all that land in Certificate of Title, Volume 151, Folio 143 (Southland Registry.)

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

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.

A. V. B.

ST THERESA'S SCHOOL, INVERCARGILL

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 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 parties to this Agreement. Work must comply with all relevant New Zealand building codes and standards.

Agreed phasing of work
to be completed by:
30.6.2000

Provide one additional teaching space.

L.A.B

FOURTH SCHEDULE

Schedule of staff appointments to ST THERESA'S SCHOOL 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.

L.A.B

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 |

L. M. B.