

THIS DEED OF AGREEMENT is made the 31st day of January
One thousand nine hundred and ninety-five (1995) BETWEEN THE ROMAN
CATHOLIC BISHOP OF THE DIOCESE OF HAMILTON 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** The Proprietor is the owner of **BISHOP EDWARD GAINES CATHOLIC SCHOOL, TOKOROA** (hereinafter referred to as "the School").
- B** The School is a Roman Catholic Primary School for girls and boys from new entrants to Form Two (2) offering Education with a Special Character
- C** The Minister and the Proprietor have agreed to enter into this Deed of Agreement pursuant to the Private Schools Conditional Integration Act 1975, whereby the School is to be established as an integrated School.

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 Minister and the Proprietor HEREBY AGREE that the School be established as an integrated School pursuant to the Private Schools Conditional Integration Act 1975.
2. THE School's Special Character as is hereinafter described, shall incorporate the Education with a Special Character as provided in the School AND IT IS
HEREBY AGREED AND DECLARED that the School shall at all times in the future be conducted and operated so as to maintain and preserve the School's

[Handwritten signatures]

Special Character and these presents shall be interpreted so as to maintain and preserve the Special Character of the School.

3. ON behalf of the Proprietor it is hereby agreed that:-

- (a) The Proprietor is the owner of all the land and improvements more particularly described in the **First Schedule** hereto (hereinafter referred to as "**the Proprietor's land**") and of which for the purposes of this Deed of Agreement, the School premises form part only. The School premises for the purposes of this Deed of Agreement being the land and improvements more particularly described in the **Second Schedule** hereto (hereinafter referred to as "**the School premises**").
- (b) The Proprietor shall set apart and appropriate as owner all the School premises and all the chattels and other assets of the Proprietor associated with the School exclusively for the purposes of the School as an integrated School, so that the Controlling Authority of the School shall have the exclusive right to the possession and use of the School premises and chattels -

PROVIDED THAT

- (i) At the request of the Proprietor, the Controlling Authority may grant the use of the School premises and chattels to the Proprietor or other person or persons at any time when the School premises and chattels are not required for school purposes and the Controlling Authority shall not unreasonably or arbitrarily withhold its consent. The Controlling Authority may require the Proprietor or other person or persons to pay a reasonable fee to the Controlling Authority as a condition of such use.
- (ii) With the consent of the Proprietor, the Controlling Authority may grant the use of the School premises and chattels to other person or persons at any time when the School premises and chattels are not required for School purposes and the Proprietor shall not unreasonably or arbitrarily withhold

L. S. H. C. H.
at

his consent. The Controlling Authority may require any such person or persons to pay a reasonable fee to the Controlling Authority as a condition of such use.

- (c) The Proprietor shall accept and meet the liability for all mortgages, liens and other charges upon the land and buildings comprising the School premises.
- (d) The Proprietor shall plan, pay for, and execute the improvements described in the **Third Schedule** hereto, to the School Premises, so as to bring the School buildings and associated facilities forming part of the School premises up to the minimum standard for comparable State Schools prevailing at the effective date of this Deed of Agreement.
- (e) The Proprietor shall plan, execute and pay for such capital works and associated facilities at the School as may be approved or required, from time to time, by the Minister pursuant to Section 40(2)(d) of the Private Schools Conditional Integration Act 1975.
- (f) The Proprietor may own or hold upon trust, and control and maintain, any land, buildings and associated facilities that, although not part of the integrated School premises in terms of this Deed of Agreement are regarded by the Proprietor as appropriate to maintain the Special Character of the School.
- (g) The Proprietor shall insure all the buildings forming part of the School premises and the Proprietor's chattels (if any) owned or held upon trust for the purposes of the School and the other assets owned by the Proprietor for the purposes of the School against risks normally insured against, in some responsible insurance office in New Zealand, and further acknowledges the obligation on him created by Section 40(2)(h) of the Private Schools Conditional Integration Act 1975.

L.P.P. C.T.J.
et.

- (h) No person employed at the School and paid for his services in whole or in part out of moneys appropriated by Parliament, shall be paid by the Proprietor or his servants or agents any remuneration additional to that provided for by the Private Schools Conditional Integration Act 1975 or shall be granted or permitted any condition of service more favourable than that permitted in the case of a person employed in a comparable position in a State School.

4. THE land and buildings constituting the School premises are subject to the mortgages, debts, liens, encumbrances, easements, licences, restrictions and other matters which affect the title to or enjoyment of the land.

5. THE Special Character of the School is that it is a Roman Catholic School for girls and boys established for the Roman Catholic community of the Diocese of Hamilton which promotes and supports the School and of which the School is part, to provide and to continue to provide Education with a Special Character, that is to say:-

The School is a Roman Catholic School in which the whole School community through the general School programme and in its Religious instructions and observances, exercises the right to live and teach the values of Jesus Christ. These values are as expressed in the Scriptures and in the practices, worship and doctrine of the Roman Catholic Church, as determined from time to time by the Roman Catholic Bishop of the Diocese of Hamilton.

6. THE Proprietor of the School subject to the provisions of this Deed of Agreement:-

- (a) Shall continue to have the responsibility to supervise the maintenance and preservation of the Education with a Special Character provided by the School;

A. P. L. CH
CH

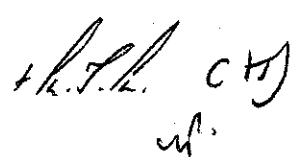
- (b) Shall continue to have the right to determine from time to time what is necessary to preserve and safeguard the Special Character of the Education provided by the School and described in this Deed of Agreement;
- (c) May invoke the powers conferred upon him by the Private Schools Conditional Integration Act 1975, if in the opinion of the Proprietor the Special Character of the School as defined and described in this Deed of Agreement has been or is likely to be jeopardised or the Education with a Special Character provided by the School as defined and described in this Deed of Agreement is no longer preserved and safeguarded.

- 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.

8. IT is agreed by and between the parties hereto that the maximum roll of the school shall be seventy-five (75) pupils.

9. THE Proprietor agrees that pursuant to paragraphs (d) and (e) of Clause 3 of this Deed of Agreement he will bring the School up to the minimum standard of accommodation laid down from time to time by the Secretary of Education for a comparable State School.

10. (a) PREFERENCE of enrolment at the School under Section 29(1) of the Private Schools Conditional Integration Act 1975 shall be given only to those children whose parents have established a particular or general religious connection with the Special Character of the School and the Controlling Authority shall not give preference of enrolment to the parents of any child unless the proprietor has stated that those parents

Handwritten signature and initials, possibly 'K.T.K. C.H.' with a flourish below.

have established such a particular or general connection with the Special Character of the School.

- (b) In accordance with Section 7(6)(h) of the Private Schools Conditional Integration Act 1975, unless the Proprietor and the Controlling Authority otherwise agree and subject to places being available, the number of pupils whose parents do not have a preference of enrolment at the School in accordance with the provisions of Section 29(l) of the Private Schools Conditional Integration Act 1975 shall be limited at all times to five percent (5%) of the maximum roll of the School and the Controlling Authority 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.

11. **IT** is agreed by and between the parties hereto that as Religious observances and Religious instruction form part of the Education with a Special Character provided by the School, Religious observances and Religious instruction in accordance with the determination made from time to time by the Roman Catholic Bishop of the Diocese of Hamilton shall continue to form part of the School programme in accordance with Sections 31 and 32 of the Private Schools Conditional Integration Act 1975.

12. **THE** Proprietor, together with his servants, agents and licensees, shall, subject to the proviso to Section 40(2)(i) of the Private Schools Conditional Integration Act 1975, have at all reasonable times access to the School to ensure that the Special Character of the School is being maintained.

13. **THE** Proprietor, together with his servants, agents and licensees, shall have at all reasonable times access to the land and buildings of the School constituting the School premises sufficient to enable him to exercise the powers and carry out

R.P.L. CHJ
W.

the responsibilities vested in him and imposed on him by the Private Schools Conditional Integration Act 1975 by this Deed of Agreement.

14. AN advertisement for the position of Principal of the School shall in accordance with Section 65(1)(a) of the Private Schools Conditional Integration Act 1975 state 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 the position of Principal shall accept these requirements as a condition of appointment. The Principal so appointed shall accept and recognise a responsibility to maintain and preserve the Special Character of the School.

15. THERE shall be a position at the School to be designated Director of Religious Studies in accordance with Section 65(1)(b) of the Private Schools Conditional Integration Act 1975, which position shall be part of the Total Staffing Entitlement of the School as established pursuant to the Education Act 1989 and an advertisement for the 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 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 **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 of Director of Religious Studies shall be determined in accordance with the then 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.

L.P.L. (HJ)
af.

16. 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.

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 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.

18. THERE shall be one (1) other teaching position

at the School which in accordance with Section 65(1)(c) of the Private Schools Conditional Integration Act 1975, shall be positions of importance carrying a responsibility for Religious instruction and an advertisement for those positions shall state 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 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 number of teaching positions designated under Section 65(1)(c) of the Private Schools Conditional Integration Act 1975 as positions of importance carrying a responsibility for Religious instruction shall be determined in accordance with the then 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.

CHJ
A.P.K.
ut.

- 19. THE** Proprietor may with the consent of the Controlling Authority in accordance with Section 69(1) of the Private Schools Conditional Integration Act 1975 arrange for any retired teacher to undertake voluntary tasks to assist in the School with the teaching of Religious observances and Religious instruction appropriate to the Special Character of the School.
- 20. IT** is agreed by and between the parties hereto that as Religious observances and Religious instruction form part of the Education with a Special Character provided by the School the Proprietor may employ any person as a Chaplain or otherwise, for the purposes of Religious observances or instruction and the provisions of Section 69(2) and (3) of the Private Schools Conditional Integration Act 1975 shall apply.
- 21. THE** Proprietor of the School shall have the right to enter into an Agreement with the parents or other persons accepting responsibility for the education of a child providing that, as a condition of enrolment and attendance of that child at the School, the parents or other persons shall pay attendance dues established in respect of the School or group of Integrated Schools owned by the Proprietor or Proprietors of other Roman Catholic Integrated Schools at such rates and subject to such conditions as may be approved from time to time by the Minister, by notice in the New Zealand Gazette in accordance with Section 36 of the Private Schools Conditional Integration Act 1975.
- 22. THE** School is a Primary School for girls and boys from new entrants to Form Two and shall remain so until such time as an agreement to a change in this organisation of the School is reached between the Proprietor and the Minister and the parties hereto enter into a supplementary Deed of Agreement to give effect thereto.
- 23. WHERE** any of the costs associated with the conduct of the Proprietor's land and buildings that are not part of the School premises cannot be separated from the

[Handwritten signature]
C.H.J.
[Initials]

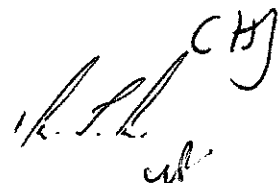
costs associated with the operation of the School premises, the Proprietor and the Controlling Authority shall contribute to such costs according to their respective use of the services and facilities.

24. IT is acknowledged by and between the parties hereto pursuant to **Clause 23** hereof that certain of the services and facilities on or serving the Proprietor's land and buildings and other improvements thereon are used in common for the purpose of the School premises and as is more particularly delineated on the plan forming part of the **Second Schedule** hereto. In particular, the water supply, the power supply and the sewerage and drainage systems are all used in common and the costs of maintaining such services and facilities shall be apportioned as provided in **Clause 23** hereof. If practicable the power supply to the School premises shall be separately metered at the expense of the Proprietor. Where such services or facilities are wholly or partly situated outside the School premises the Proprietor will continue to make such services or facilities available to the School premises.

25. THE Minister shall subject to **Clause 3(d)** and **(e)** of this Deed of Agreement after the effective date hereof maintain the School premises and the associated facilities in a state of repair order and condition as for a comparable State school and provide for the maintenance of the chattels as though the School were a State School. The School shall be entitled to such furniture and equipment as the Minister supplies from time to time to comparable State Schools.

26. THE effective date of this Deed of Agreement shall be the 31st day of January One thousand nine hundred and ninety-five (1995).

27. ON and after the effective date specified in this Deed of Agreement the School shall be an integrated school in terms of the Private Schools Conditional Integration Act 1975.

Handwritten signature and initials, possibly 'C.H.J.' and 'ub'.

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

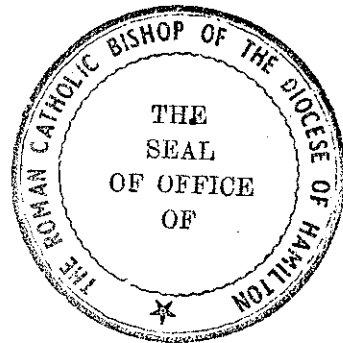
SIGNED by THE ROMAN CATHOLIC

BISHOP OF THE DIOCESE OF

HAMILTON by BISHOP MAX TAKUIRA MARIU - *Max Takuiru Mariu*

The Diocesan Administrator of the Diocese and
sealed with his Seal of Office in the presence of:-

*David Beurne
& Herbert Rd.
Hamilton.*



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

Kathy Phillips

in the presence of:

*Charlotte Hughes-Johnson
Adviser
36 Harewood Street
Wellington*

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, buildings and other improvements owned by the Roman Catholic Bishop of the Diocese of Hamilton situate in Mossop Road, Tokoroa Known as **Bishop Edward Gaines Catholic School, Tokoroa**, and being more particularly described as follows and delineated in green on the plan forming part of the **Second Schedule** hereto.

FIRST all that freehold parcel of land containing 3.006 hectares being Pt Lot 1 D.P.S. 1818 and Pt Lot 1 D.P.S. 3927 and Lot 1 D.P.S. 10378 being part Tokoroa No. 1 Block in Certificate of Title 29c/411.

SUBJECT TO:

1. The provisions of Section 36 (4) Counties Amendment Act 1961 are applicable to the within land.
2. Fencing Covenant in Transfer S349712.

+ R. P. L. C.H.J.
ul.

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, delineated in red on the annexed plan of the Proprietor's land, which forms part of this Schedule, TOGETHER WITH all the School buildings and other improvements thereon.

Handwritten signature and initials:
H. S. L. C.H.
M.

THIRD SCHEDULE

BISHOP EDWARD GAINES CATHOLIC SCHOOL
TOKOROA

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 in a workmanlike manner to comply with the Building Act.

AGREED PHASING OF WORK TO BE COMPLETED BY:			
	1.7.95	1.7.96	1.7.97
<p><u>Upgrade Existing Classrooms</u></p> <p>Replace floor coverings to classrooms, rodweld vinyl to toilets.</p> <p>N.B. Replace carpet tiles to classroom 1 with polyprop carpet. Classroom 2 to be finished with vinyl to wet area and polyprop to balance.</p> <p>Replace existing lights with fluorescent fittings.</p> <p>Repair roof flashing at ridge and rectify leaks to roof - replace gutting and pipes.</p> <p>Fit sink bench into classroom 1 and supply water.</p> <p>Upgrade sink bench in classroom 2</p> <p>Delete zip</p> <p>Fit sunfilter curtains</p> <p>Replace timber decking and construct ramp for disabled access.</p>	<p>X</p> <p>X</p> <p>X</p> <p>X</p>	<p>X</p> <p>X</p> <p>X</p>	

CH
1/12/97

THIRD SCHEDULE

BISHOP EDWARD GAINES CATHOLIC SCHOOL
TOKOROA

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 in a workmanlike manner to comply with the Building Act.

AGREED PHASING OF WORK TO BE COMPLETED BY:			
	1.7.95	1.7.96	1.7.97
<u>Upgrade Existing Classrooms (Cont'd)</u>			
Replace fire hose reel.	X		
Replace rotten trims to exterior.		X	
Fit doorstops to all doors.		X	
Replace drink fountains		X	
Repair holes in soffit to porch.		X	
Repair Novalite type materials to porch.		X	
Paint interior of classrooms (including noticeboards and ceiling).		X	
Confirm power supply to classroom block has 20% space capacity - fit 2 x extra power points to classrooms	X		
Paint exterior of building including roof.			
Cables to exterior are to be encased within building fabric.	X		

Handwritten signature and initials

THIRD SCHEDULE

BISHOP EDWARD GAINES CATHOLIC SCHOOL
TOKOROA

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 in a workmanlike manner to comply with the Building Act.

AGREED PHASING OF WORK TO BE COMPLETED BY:			
	1.7.95	1.7.96	1.7.97
<u>Provide by resiting building</u> presently at Mangakino shown on the school plan as Block 2	X		
2 classrooms	X		
Principals Office	X		
School Office	X		
Bookroom/Library	X		
Staffroom	X		
Sickroom with wheelchair toilet	X		
<u>Block 2</u>			
Reroof	X		
Replace bottom weatherboard and all areas of dryrot and borer	X		
External repaint	X		
Check wiring and replace TRS wiring if necessary	X		

CJ
1.7.97

THIRD SCHEDULE

BISHOP EDWARD GAINES CATHOLIC SCHOOL
TOKOROA

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 in a workmanlike manner to comply with the Building Act.

AGREED PHASING OF WORK TO BE COMPLETED BY:			
	1.7.95	1.7.96	1.7.97
<u>Block 2 (Cont'd)</u>			
Upgrade lighting to comply with Health and Safety regulations	X		
Reline classrooms and make good ceilings	X		
Provide wheelchair toilet and access facilities	X		
Alter hardware to exterior doors to allow free egress	X		
Provide additional egress door from library or staffroom	X		
Replace all windows with aluminium inserts - slide opening	X		
<u>Site</u>			
Seal area of 690m ²	X		
Grassed Area 7000.0m	X		
Reseal existing driveway			X
Extend path for pedestrian access			X

(Signature)
E. P. K.

FOURTH SCHEDULE

Schedule of staff appointments to BISHOP EDWARD GAINES CATHOLIC SCHOOL, TOKOROA, 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) When ever the Total Staffing Entitlement of the School is 5.2 or more teachers, but not otherwise, there shall be a position of the School to be designated Director of Religious Studies in accordance with Clause 15 of the Deed.
(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.

[Handwritten signature]
C.H.J.
w.f.

Column 1
Total Staffing Entitlement of the School:

Column 2
Positions of Importance in Terms of Clause 18 carrying a responsibility for Religious Instruction.

1.1	-
2.1	1
3.2	1
4.2	2
5.2	1
6.3	2
7.3	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"

CHJ
+ h.s.h. w.p.