

DEED of Agreement dated 16th December 2002

## PARTIES

**HER MAJESTY THE QUEEN ACTING BY AND THROUGH THE MINISTER OF EDUCATION ("Minister")**

**THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF PALMERSTON NORTH a Corporation Sole with his successors referred to as ("Proprietor")**

## INTRODUCTION

- A. The Proprietor as the owner of St Augustine's College Wanganui ("**School**") and the Minister on 11 February 1981 signed an Integration Agreement for the School under section 7 of the Private Schools Conditional Integration Act 1975, as varied by Supplementary Agreements ("**Integration Agreement**") whereby the School was established as an integrated school.
- B. The Proprietor and the Minister have agreed to vary the Integration Agreement for the School as from the effective date of this Deed of Agreement to provide for the following:
- (i) That the School will become an integrated co-educational Catholic school for boys and girls from Year 9 to Year 13 consequent upon the closure of Sacred Heart Girls College in Wanganui.
  - (ii) That the name of the School be changed to "Cullinane College".
  - (iii) That the maximum roll of the School be increased to provide for the enrolment of the students of Sacred Heart Girls College Wanganui.
- C. The Proprietor and the Minister have agreed that with the change of the School from a single sex to a co-educational school and for ease of reference the covenants in the Integration Agreement should be restated as varied by this Deed of Agreement.

## COVENANTS

### 1. VARIATIONS TO THE INTEGRATION AGREEMENT

- 1.1 That the Integration Agreement for the School dated 11 February 1981 be amended as follows:
- (a) By deleting at page 1 Recitals A to D inclusive and substituting the Introduction A to C inclusive in this Deed of Agreement.
  - (b) By deleting clauses 1 to 29 inclusive and substituting **clauses 1 to 30** of this Deed of Agreement.
  - (c) By deleting The First, Second, Third and Fourth Schedules and substituting the First, Second, and Third Schedules to this Deed of Agreement.

## 2. SCHOOL INTEGRATED

- 2.1 The Minister and the Proprietor in the Integration Agreement dated 11 February 1981 agreed that the School was established as an integrated School pursuant to section 7 of the Private Schools Conditional Integration Act 1975.

## 3. MAINTENANCE OF SPECIAL CHARACTER

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

## 4. PROPRIETOR'S AGREEMENT

- 4.1 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 ("Proprietor's land")** and of which for the purposes of this Deed of Agreement, the School premises form part. The School premises for the purposes of this Deed of Agreement being the land and improvements more particularly described in the **Second Schedule ("School premises")**.
- (b) The Proprietor has set apart and appropriated 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 School Board of Trustees ("**Board of Trustees**") 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 Board of Trustees 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 Board of Trustees shall not unreasonably or arbitrarily withhold its consent. The Board of Trustees may require the Proprietor or other person or persons to pay a reasonable fee to the Board of Trustees as a condition of such use.
- (ii) With the consent of the Proprietor, the Board of Trustees 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 his consent. The Board of Trustees may require any such person or persons to pay a reasonable fee to such Board of Trustees 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, 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.
- (e) 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.
- (f) 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, and further acknowledges the obligation on him created by Section 40(2)(h) of the Private Schools Conditional Integration Act 1975.
- (g) No person employed at the School and paid for his/her 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.

## 5. SCHOOL PREMISES

- 5.1 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 and have the appurtenances or benefits attaching to the land more particularly described in the **First Schedule**.

## 6. SPECIAL CHARACTER

- 6.1 The Special Character of the School is that it is a Roman Catholic School for boys and girls established by the Roman Catholic Bishop of the Diocese of Palmerston North for the Roman Catholic community of the Diocese of Palmerston North 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 Palmerston North.

## 7. PROPRIETOR'S RIGHTS

- 7.1 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;
  - (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.

## 8. CONTROLLING AUTHORITY

- 8.1 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. 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.

## 9. MAXIMUM ROLL

- 9.1 It is agreed by the Minister and the Proprietor that the maximum roll of the School shall be **five hundred and twenty five (525)** pupils.
- 9.2 The Minister and the Proprietor further agree that the maximum roll of the School would be reviewed not later than three years from the effective date of this Deed of Agreement if there is pressure on the School roll from parents whose children would be entitled to preference of enrolment.

## 10. MINIMUM STANDARD OF ACCOMMODATION

- 10.1 The Proprietor agrees that pursuant to **Clause 4(1)(d)** 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.



## **11. PREFERENCE OF ENROLMENT**

- 11.1 Preference of enrolment at the School under Section 29(l) 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 Board of Trustees shall not give preference of enrolment to any child unless the Proprietor has stated that the parents of that child have established such a particular or general religious connection with the Special Character of the School.
- 11.2 In accordance with Section 7(6)(h) of the Private Schools Conditional Integration Act 1975 unless the Proprietor and the Minister of Education 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(1) of the Private Schools Conditional Integration Act 1975 shall be limited at all times to **twenty six (26)** pupils out of the total roll of the School and the Board of Trustees shall not enroll more than that number **provided that** to maintain and preserve the Special Character of the School the Board of Trustees in classifying such pupils so enrolled shall endeavour to reasonably distribute them through the range of classes offered by the School.

## **12. RELIGIOUS OBSERVANCES AND INSTRUCTION**

- 12.1 It is agreed by the Minister and the Proprietor 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 Palmerston North shall continue to form part of the School programme in accordance with Sections 31 and 32 of the Private Schools Conditional Integration Act 1975.

## **13. PROPRIETOR'S ACCESS TO SCHOOL**

- 13.1 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.

## **14. PROPRIETOR'S ACCESS TO SCHOOL PREMISES**

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



**15. ADVERTISEMENT FOR POSITION OF PRINCIPAL**

- 15.1 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.

**16. ADVERTISEMENT FOR POSITION OF DIRECTOR OF RELIGIOUS STUDIES**

- 16.1 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 a position of responsibility and part of the normal staffing entitlement of the School as established pursuant to the Education Act 1989 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 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.

**17. DIRECTOR OF RELIGIOUS STUDIES TEACHING DUTIES**

- 17.1 A person appointed 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.

**18. STAFFING ENTITLEMENT**

- 18.1 Under Section 65(1)(c) of the Private Schools Conditional Integration Act 1975 positions of importance carrying a responsibility for Religious instruction shall be 40 percent to the nearest whole number of the teaching positions at the School (excluding Principal and Director of Religious Studies). 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.

**19. ADVERTISEMENT FOR POSITION OF DEPUTY PRINCIPAL**

- 19.1 The position of Deputy Principal at the School is agreed pursuant to Section 66 of the Private Schools Conditional Integration Act 1975 to be a special position that requires particular capabilities in the teacher appointed, namely to assist in planning and organising the courses and programmes at the School to ensure that they 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.



**20. RETIRED TEACHER – VOLUNTARY TASKS**

- 20.1 The Proprietor may with the consent of the Board of Trustees 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.

**21. CHAPLAIN**

- 21.1 It is agreed by the Minister and the Proprietor 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.

**22. ATTENDANCE DUES**

- 22.1 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.

**23. ORGANISATION OF SCHOOL**

- 23.1 The School is a Secondary School from Year Nine (9) to Year Thirteen (13) for girls and boys 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 enter into a supplementary Deed of Agreement.

**24. SHARED COSTS**

- 24.1 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 costs associated with the operation of the School premises, the Proprietor and the Board of Trustees shall contribute to such costs according to their respective use of the services and facilities.

**25. MINISTER TO MAINTAIN SCHOOL PREMISES**

- 25.1 The Minister shall subject to **clause 4(1)(d)** of this Deed of Agreement after the effective date 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. EFFECTIVE DATE**

- 26.1 The effective date of this Deed of Agreement establishing Cullinane College Wanganui shall be the **29 day of January 2003.**

**27. CANCELLATION OF SUPPLEMENTARY AGREEMENTS**

- 27.1 The Minister and the Proprietor agree that the Integration Agreement for the School dated 11 February 1981 be varied by cancelling the following supplementary integration agreements as from the effective date of this Deed of Agreement:

- (a) Deed of Agreement dated 2 May 1984 between the Proprietor and the Minister;
- (b) Supplementary Deed of Agreement dated 1 February 1989 between the Proprietor and the Minister;
- (c) Supplementary Deed of Agreement dated 29 August 1991 between the Proprietor and the Minister;
- (d) Supplementary Deed of Agreement dated 30 August 1995 between the Proprietor and the Minister;
- (e) Supplementary Deed of Agreement dated 19 March 1997 between the Proprietor and the Minister;
- (f) Supplementary Deed of Agreement dated 4 May 2000 between the Proprietor and the Minister;
- (g) Supplementary Deed of Agreement dated 4 September 2001 between the Proprietor and the Minister;

**28. CONFIRMATION OF CONTINUANCE OF SUPPLEMENTARY AGREEMENTS**

- 28.1 The Minister and the Proprietor agree that the following Supplementary Agreements continue in full force and effect:

- (a) Deed dated 9 April 1999 between the Minister and the Proprietor relating to the settlement of past maintenance disputes;
- (b) Deed dated 9 April 1999 between the Minister and the Proprietor relating to the discharge of the Minister's maintenance obligations for the School.
- (c) Supplementary Deed of Agreement dated 23 September 2002 between the Proprietor and the Minister.

**29. CONFIRMATION OF INTEGRATION AGREEMENT**

- 29.1 The Minister and the Proprietor hereby confirm that in all other respects the Integration Agreement as amended by this Supplementary Deed of Agreement is confirmed.





**30. INTERPRETATION**

30.1 In this Supplementary Deed of Agreement headings are for reference only and shall not affect or relate to the construction of this Supplementary Deed of Agreement or the Integration Agreement.

**SIGNED AS A DEED**

**SIGNED** for and on behalf of **HER MAJESTY THE QUEEN** by **KATHY PHILLIPS, WELLINGTON**

Senior Manager National Operations,  
Ministry of Education  
in the presence of:

  
Kathy Phillips

Witness to signature:

Signature of witness

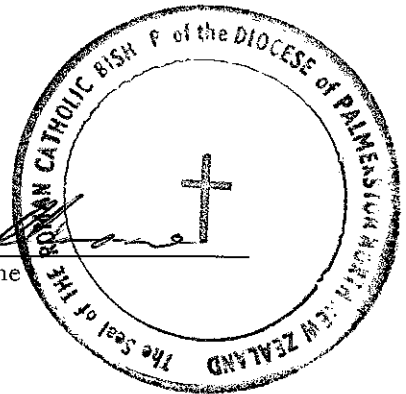
  
Warren Henson  
Public Servant  
Name of witness  
134 East Street  
Naenae

Occupation


City/town of residence

Signed by **PETER JAMES CULLINANE**  
**THE ROMAN CATHOLIC BISHOP OF**  
**THE DIOCESE OF PALMERSTON**  
**NORTH** and sealed with his seal of  
office: in the presence of:

  
Peter James Cullinane



Witness to signature:

  
Signature of witness

Muriel Mary Kivell  
Name of witness

Vicar for Schools  
Occupation

Palmerston North  
City/town of residence

## 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, residence, school buildings and other improvements owned by the Roman Catholic Bishop of the Diocese of Palmerston North situated at Peat Street, Wanganui, New Zealand being now known as Cullinane College, Wanganui and delineated in green on the plan forming part of the **Second Schedule** and being more particularly described as follows:

#### **First**

All that freehold parcel of land containing 3.3286 hectares more or less being Lot 29-42, Lot 94-99 and Part Lot 100 on Deposited Plan 260 and Lot 1 on Deposited Plan 22932 and being all the land in Certificate of Title WN20D/58 Land Registration District of Wellington

#### **Interests:**

631777 Memorandum of Acceptance imposing Building Line Restriction  
Subject to Section 308(4) Local Government Act 1974  
Mortgage 5238265.3 to the Diocese of Palmerston North  
5346638.1 Certificate pursuant to Section 37(2) Building Act 1991

#### **Secondly**

All that freehold parcel of land containing 1.5570 hectares more or less being Lot 1 on Deposited Plan 29249 and being all the land in Certificate of Title WN9A/1315 Land Registration District of Wellington

#### **Interests**

Mortgage 5238265.3 to the Diocese of Palmerston North  
5346638.1 Certificate pursuant to Section 37(2) Building Act 1991

#### **Thirdly**

All that freehold parcel of land containing 1.0756 hectares more or less situate in the City of Wanganui being Lot 1 on Deposited Plan 51202 and being all the land in Certificate of Title WN20D/55 Land Registration District of Wellington

#### **Interests**

Mortgage 5238265.3 to the Diocese of Palmerston North  
5346638.1 Certificate pursuant to Section 37(2) Building Act 1991

#### **Fourthly**

All that freehold parcel of land containing 1341 square metres more or less being Lot 1 Deposited Plan 41586 and being all the land in Certificate of Title WN13B/1202 Land Registration District of Wellington

#### **Interests**

Mortgage 5238265.3 to the Diocese of Palmerston North

**SECOND SCHEDULE****Description of land, buildings and other improvements comprising  
the School premises**

All that part of the Proprietor's land described in the **First Schedule** delineated in **red** on the plan of the Proprietor's land annexed to the Supplementary Deed of Agreement dated 23 September 2002 made between the Proprietor and the Minister as referred to in **clause 28.1(c)** which plan forms part of this schedule **together with** all the school buildings and other improvements thereon **save and except** the buildings delineated in **blue** on that plan.



### THIRD SCHEDULE

#### Resume of the history of the establishment of Cullinane College

Cullinane College is being established as a Catholic Co-Educational college by the Roman Catholic Bishop of the Diocese of Palmerston North. It replaces Sacred Heart and St Augustine's Colleges but draws together their two traditions in a vision of education that

- Is based on the belief that Cullinane College is a community of faith where the Catholic tradition of
  - \* faith in Jesus Christ and belief in his teachings
  - \* commitment to his values expressed in Scripture and in the life of the Church
 is upheld and developed in every aspect of college life and enhanced through its Religious Education programme and liturgical celebrations
- Affirms the uniqueness of each individual and encourages students to grow in a personal relationship with God that helps them
  - \* to be confident about personal self-worth and cultural identity
  - \* to recognise the rights of others and be concerned for the common good
  - \* to develop self-discipline and be responsible and accountable for personal actions so that they are able to play a positive role in society and Church.
- Gives practical recognition to the Treaty of Waitangi by
  - \* enabling understanding and experience of Maoritanga for all students
  - \* respecting Maori customs and encouraging mutual co-operation, respect and friendship
- Provides a curriculum which
  - \* incorporates all the essential learning areas and skills into its teaching programme
  - \* encourages educational excellence for every student
  - \* takes a Holistic and pastoral approach at all times to the processes of education
  - \* embraces all that is most desirable in a modern, effective school administered through sound management systems
- Enables students to develop their full potential in an environment which
  - \* nurtures creativity, fosters the arts and encourages academic achievement
  - \* promotes team and individual sporting skills and supports healthy social and cultural relationships
- Upholds and works to develop
  - \* peace and harmony, justice, respect and love for each other
  - \* care of the universe
  - \* concern for the disadvantaged
  - \* a strong sense of community and acceptance of cultural difference
 as basic values of personal and college life.