

**HER MAJESTY THE QUEEN acting by and through the
Minister of Education**

AND

**THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF
AUCKLAND A CORPORATION SOLE - PROPRIETOR**

**INTEGRATION AGREEMENT FOR SANCTA MARIA CATHOLIC PRIMARY
SCHOOL BOTANY SOUTH MANUKAU CITY**

**Ministry of Education
National Office
Wellington**

DEED OF INTEGRATION AGREEMENT

THIS DEED OF AGREEMENT is made on the 3 day of ^{November}~~October~~ Two Thousand and Nine (2009)

BETWEEN HER MAJESTY THE QUEEN acting by and through the Minister of Education ("the Minister") of the first part.

AND THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF AUCKLAND a Corporation Sole ("the Proprietor") of the second part.

WHEREAS:

- A The Proprietor intends to establish and integrate **Sancta Maria Catholic Primary School, Botany South, Manukau City** ("the School").
- B The School is to be a Roman Catholic Primary School for boys and girls from Year One (1) to Year Six (6) offering Education with a Special Character.
- C The Minister and the Proprietor ("the Parties") have agreed to enter into this Deed of Agreement pursuant to the Private Schools Conditional Integration Act 1975 ("the Integration Act"), whereby the School is to be established as an integrated state School.
- D The Proprietor is the owner of the Land described in the Second Schedule to this Deed.

Definitions

In this Deed of Agreement, unless the context requires otherwise the parties agree as follows:

"Board of Trustees" means the Board of Trustees of the School;

"Effective Date" shall be the 1ST day of January 2010

"Integration Act" means the Private Schools Conditional Integration Act 1975 and all amendments or any Act passed in amendment or substitution;

"Minister" includes the current and all future Ministers of Education, or any Minister of the Crown who, under the authority of any warrant or with the authority of the Prime Minister, is responsible for the administration of the Integration Act;

"School" means Sancta Maria Catholic Primary School, 317 Te Irirangi Drive, Flat Bush, Botany South, Manukau City.

THIS DEED OF AGREEMENT RECORDS AN AGREEMENT BETWEEN THE PARTIES as follows:

1. **THAT** the Minister and the Proprietor **AGREE** that the School is to be established as an integrated state school pursuant to the Integration Act.
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 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.
3. **ON** behalf of the Proprietor it is agreed that:-
 - (a) The Proprietor is the owner of all the land and improvements more particularly described in the **First Schedule** ("**The Proprietor's land**") of which 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** ("**the School premises**").
 - (b) The Proprietor shall undertake and have completed the works as specified in the Third Schedule.

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- (c) 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 state school, so that the Sancta Maria Catholic Primary School Board of Trustees (“**the 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, subject to section 40A of the Integration Act 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) The parties acknowledge with the consent of the Proprietor, the Board of Trustees may, subject to section 40A of the Integration Act, 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.

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- (d) The Proprietor shall accept and meet the liability for all mortgages, liens and other charges upon the land and buildings comprising the School premises.
 - (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 Integration Act.
 - (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 state 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 reputable insurance office, and further acknowledges the obligation on him created by section 40(2)(h) of the Integration Act.
 - (h) 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 Integration Act 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 non-integrated 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 and have

the appurtenances or benefits attaching to the land more particularly described in the **First Schedule**.

5. **THE** Special Character of the School is that it is a Roman Catholic School for boys and girls established by the Proprietor for the Roman Catholic Community of the Diocese of Auckland 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 Proprietor.

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;
- (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 Integration Act, 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 constituted pursuant to Part 9 of the Education Act 1989, shall be the controlling authority of the School.
- (b) The control and management of the school shall be exercised subject to the provisions of section 25(6) of the Integration Act and section 75 of the Education Act 1989..
- (c) The Board of Trustees shall be deemed to have been dissolved upon cancellation of this Deed of Agreement or closure of the school under the Integration Act.
8. (a) **IT** is agreed by and between the parties that the maximum roll of the School shall be 260 with the following increases in the maximum roll:
- (i) 290 from January 2013
 - (ii) 320 from January 2014
 - (iii) 350 from January 2015
 - (iv) 380 from January 2016 and
 - (v) 400 from January 2017
- (b) The increments for the periods noted in 8(a) (ii), (iii), (iv) and (v) above will be subject to projected growth in the area and the proposed roll increase having no adverse effect on the broader network of schools. Otherwise, this will take place automatically and will not require application from the Proprietor and approval by the Minister.
- (c) For the purposes of matters noted in clause 8(b) above, the Proprietor will at least three months before January of the years 2014, 2015, 2016, 2017 write to the Ministry's Auckland Office seeking confirmation that the roll increase for the relevant period will proceed as set out in 8(a).



- (d) The Ministry will by written notice to the Proprietor either confirm that the roll increase will proceed as set out in 8(a), or that the projected roll growth in the area has not occurred, or the proposed roll increase will have an adverse effect on the broader network of schools.
- (e) In the event that the Ministry confirms under clause 8(d) either that the projected roll growth in the area has not occurred or the proposed roll increase will have an adverse effect on the broader network of schools the roll increase will not proceed as set out in 8(a). For the avoidance of doubt, in such an event any roll increase will be conditional on the parties reaching agreement.
9. **THE** Proprietor agrees that pursuant to paragraph (d) 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 non-integrated state school.
10. (a) **PREFERENCE** of enrolment at the School under section 29(1) of the Integration Act shall be given only to those children whose parents, in the Proprietor's opinion, have established a particular or general religious connection with the Special Character of the School. Both parties express their common understanding and mutual expectation that the Board of Trustees will conduct enrolment procedures in accordance with section 29 of the Integration Act.
- (b) **IN** accordance with section 7(6)(h) of the Integration Act unless the Proprietor and the Secretary of Education otherwise agree and subject to places being available, the number of pupils whose parents or other persons accepting responsibility for the education of the child do not have a preference of enrolment at the School in accordance with the provisions of section 29(1) of the Integration Act shall be limited to 5% percent of the maximum roll and the Board shall not enrol more than that number.

11. **IT** is agreed by and between the parties 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 Auckland shall continue to form part of the School programme in accordance with sections 31 and 32 of the Integration Act.
12. **THE** Proprietor, together with his servants, agents and licensees shall, subject to the proviso to section 40(2)(i) of the Integration Act, 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 the responsibilities vested in him and imposed on him by the Integration Act and 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 Integration Act 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 Integration Act 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.

16. **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.
17. **THE** number of other teaching positions which, in accordance with section 65(1)(c) of the Integration Act shall be positions of importance carrying a responsibility for religious instruction shall be forty (40) percent to the nearest whole number of the Total Staffing Entitlement of the School as established pursuant to the Education Act 1989 excluding Principal and Director of Religious Studies. Any advertisement for those positions shall state 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 appointed to these positions shall accept these requirements as a condition of appointment.
18. **THE** parties to this Deed of Agreement acknowledge that the School shall be entitled to funding for staffing incentives on the same basis as an equivalent non-integrated state school. For the avoidance of doubt, this means that where the Board of Trustees is unable to fill a position of importance carrying a responsibility for religious instruction solely because there are no candidates suitably qualified to provide religious instruction, then the Board of Trustees will not be eligible for any additional funding for staffing or recruitment incentives.
19. **THE** position of Deputy Principal, however described, at the School is agreed pursuant to Section 66 of the Integration Act 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. **IT** is agreed by the parties 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 Integration Act shall apply.
21. **Notwithstanding** anything contained in this Deed of Agreement, the parties acknowledge that Part 10 of the Education Act 1989 applies to any person employed in a teaching position at the school.
22. **THE** Proprietor 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 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 Integration Act.
23. **THE** School is a Roman Catholic Primary School from Year One to Year Six for girls and boys.
24. **WHERE** any of the operational 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 may make arrangements with the Board of

Trustees to the sharing of such operational costs according to their respective use of the services and facilities.

25. **THE** Minister shall subject to **Clause 3(d) and (e)** 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 non-integrated state school and provide for the maintenance of the chattels as though the School were a non-integrated state school. The School shall be entitled to such furniture and equipment as the Minister supplies from time to time to comparable non-integrated state schools.
26. **The** Proprietor shall not assign, nor take any steps in preparation of an assignment of, all or any of its obligations under this Deed of Agreement unless it has first obtained the prior written consent of the Minister.
27. **The** parties acknowledge and agree that the Proprietor is not an agent of the Minister or of the Ministry of Education and may not represent itself by its servants or agents or otherwise that it is an agent of the Minister or of the Ministry of Education.
28. **The** Minister and the Proprietor shall act in good faith to each other in respect of any dealings or matters under or in connection with this Deed of Agreement.
29. **ON** and after the effective date specified in this Deed of Agreement the School shall be an integrated state school in terms of Integration Act.
30. **All** notices which are required to be sent under this Deed of Agreement shall be in writing and sent to the address for notifications in accordance with the following clause unless otherwise agreed between parties
 - (a) All notices to the Minister shall be sent to The Group Manager, Schools & Student Support, Ministry of Education, PO Box 1666, Wellington, facsimile (04) 463 8252.

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- (b) All notices to be sent to the Proprietor shall be sent to The Roman Catholic Bishop of the Diocese of Auckland, Pompallier Diocesan Centre , Private Bag 47904 Ponsonby, Auckland 1144.



EXECUTION

SIGNED this _____ day of ~~October~~ **October Two Thousand and Nine (2009)**

**SIGNED by Bishop Patrick James
Dunn The Roman Catholic Bishop of
the Diocese of Auckland and sealed
with his seal of office in the presence
of:**

+ P. J. Dunn

Bishop Patrick James Dunn

[Handwritten Signature]

Signature of witness

SECRETARY

Occupation

AUCKLAND

City/town of residence

SIGNED this 3 ^{November} day of ~~October~~ **October Two Thousand and Nine (2009) for and
on behalf of **HER MAJESTY** by**

HONOURABLE ANNE TOLLEY

[Handwritten Signature]
(Signature)

Minister of Education, Wellington, acting under delegated authority
in the presence of:-

Signature: *[Handwritten Signature]*

Name: *Daniel Reid*

Occupation: *Advisor*

Ordinary place of Residence: *Lower Hutt*

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 Auckland** at **317 Te Irirangi Drive, Flat Bush, Botany South, Manakau City** including Sancta Maria College and Sancta Maria Catholic Primary School and known as "**Sancta Maria Campus**" being all that freehold parcel of land containing 16.9558 hectares more or less being Lot 1 on Deposited Plan 345321 Computer Freehold Register Identifier 185772 Land Registration District North Auckland



SECOND SCHEDULE

Description of land, buildings and other improvements comprising the School premises of Sancta Maria Catholic Primary School.

The School Premises:

School Premises: All that part of the proprietor's Land as described in the **First Schedule** and **delineated in red** on the **annexed plan** of the proprietor's Land which forms part of this **Second Schedule together with** the school buildings and other improvements.

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THIRD SCHEDULE

SANCTA MARIA CATHOLIC PRIMARY

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, and constructed to meet the minimum standard of a comparable state school. All work is to be carried out by competent trades-people in a workmanlike manner to comply with all relevant New Zealand building codes, statutory requirements, and Territorial Local Authority and Ministry of Education standards.

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BUILDINGS AND GROUNDS WORK

AGREED PHASING OF TO BE COMPLETED BY

New Two storied Administration Block, and
07.01.2010
4 classrooms

New Two storied Block with six Classrooms, four
15.02.2010
small teaching spaces, Library and resource area.

Hard court and grassed area for total site, including
15.02.2010
car parking, paving, fencing and all other infrastructure
works and site works for total site needs.

Provide furniture to state school standard when new
01.02.2010
accommodation is provided

Note 1: Future accommodation will be provided to meet maximum roll needs as required by the phased maximum roll provisions of this Integration Agreement

Note 2: At any time only the area commensurate with the maximum roll provisions of this Integration Agreement will be eligible for integration

Note 3: Refer to site plan dated 27.04.2009 being Jasmax Architectural Drawing A1-05 Revision B annexed and forming part of the Third Schedule