

## SUPPLEMENTARY DEED OF AGREEMENT

### ST ANTHONY'S SCHOOL, PAHIATUA

THIS DEED OF AGREEMENT is made on the *24<sup>th</sup>* day of *May*  
One thousand nine hundred and ninety five (1995) BETWEEN THE ROMAN  
CATHOLIC BISHOP OF THE DIOCESE OF PALMERSTON NORTH a Corporat-  
ion 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 20th day of May, One thousand nine hundred and eighty two (1982) 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 Anthony's School, Pahiatua** 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.
  - (2) To increase the maximum roll and maximum number of non-preference pupils.
  - (3) To replace the Plan attached to the Second Schedule with a new Plan and to replace the First and Fourth Schedules with new Schedules.
  - (4) To amend the Third Schedule.

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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 Deed of 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 dates as may be agreed from time to time between the Minister and the Proprietor".
  - 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 the words "ninety six (96) pupils" in the fifth line of **Clause 8** and substituting the words "one hundred and twenty five (125) pupils" therefor.
  - 3.4 By deleting Subclause (b) and (c) of Clause 10 and 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

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provisions of Section 29(1) of the Private Schools Conditional Integration Act 1975 shall be limited at all times to fifteen (15) out of the total roll of the school 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."

3.5. By deleting from **Clause 15** the words "current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder" and substituting therefor, the words "Total Staffing Entitlement of the School as established pursuant to the Education Act 1989".

3.6. By adding the following Clauses after **Clause 15**:

"15A. 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.

15B. In the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement whereby the School becomes entitled to a position designated Director of Religious Studies in accordance with Section 65(1)(b) of the Private Schools Conditional Integration Act 1975 it is agreed that such a position shall be part of the

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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 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.

15C. 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."

- 3.7. By deleting **Clause 20**.
- 3.8. By deleting from **Clause 24** the words "under the same Controlling Authority".
  - 3.8.1 By deleting from **Clause 24** the words "the Controlling Authority" and substituting therefor the words "the Minister".
- 3.9. By deleting the Plan attached to the Second Schedule and substituting therefor the Plan annexed hereto.
- 3.10. By deleting the First and Fourth Schedules to the Deed of Agreement and substituting the Schedules attached hereto.
- 3.11. By deleting the Third Schedule and substituting therefore the new Schedule attached hereto.

**4. THAT** the covenants conditions and restrictions contained and implied in

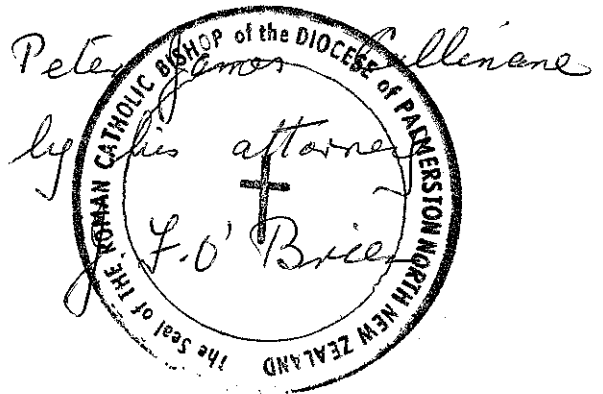
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the Deed of Agreement shall be read and construed subject to the modifications herein contained but in all other respects the Deed of Agreement is confirmed.

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

**SIGNED** by **PETER JAMES CULLINANE**,

the Roman Catholic Bishop of the Diocese of Palmerston North by his Attorney **JOHN FINBARR O'BRIEN** as an Episcopal Vicar for the said Diocese, and sealed with the former's seal of Office in the presence of:



*L. P. Broderick*

**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*

*Judith Manchester  
53 Creawick Terrace  
Wellington 5*

**SCHEDULE****New First Schedule****St Anthony's School, Pahiatua****"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, school buildings and other improvements owned by the Roman Catholic Bishop of the Diocese of Palmerston North situate at Tyndall Street, Pahiatua, New Zealand being known as **St Anthony's School, Pahiatua** and being more particularly described as follows:

FIRSTLY All that freehold parcel of land containing 1518m<sup>2</sup> more or less situate in the Borough of Pahiatua being Lot 108 on Deposited Plan 301 and being all the land in Certificate of Title Volume 20D Folio 133 (Wellington Registry).

SECONDLY All that freehold parcel of land containing 1518m<sup>2</sup> more or less situate in the Borough of Pahiatua and being Lot 134 on Deposited Plan No 301 and being all the land in Certificate of Title Volume 702 Folio 71 (Wellington Registry)

THIRDLY All that freehold parcel of land containing 2023m<sup>2</sup> more or less situate in the Provincial district of Wellington being Lots Nos 132 and 133 of a subdivision of Section No 21 Block VIII Mangahao Survey District a plan of which subdivision is deposited in the Land Registry Office Wellington No 301, and being all the land in Certificate of Title Volume 42 Folio 199.

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FOURTHLY All that freehold parcel of land containing 1012m<sup>2</sup> more or less being the Allotment number 131 on a plan deposited in the Land Registry Office Wellington No 301 which said land is part of Section No 21 Block VIII on the public map of Mangahao Survey District and being all the land in Certificate of Title Volume 41 Folio 65 (Wellington Registry)

FIFTHLY All that freehold parcel of land containing 2023 m<sup>2</sup> more or less being the Allotments numbers 105 and 106 on a plan deposited in the Land Registry Office Wellington No 301 which said land is part of Section Number 21 of Block VIII on the public Map of the Mangahao Survey District and being all the land in Certificate of Title Volume 41 Folio 66.

There is a debt owing by the Proprietor to the:

- (a) Central Diocesan Development Fund of the Diocese of Palmerston North;
- (b) Bank of New Zealand."

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**SCHEDULE**

**New Third Schedule**

**"THIRD SCHEDULE"**

Provide a teaching space of 65 m<sup>2</sup>."

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## SCHEDULE

### New Fourth Schedule

### "FOURTH SCHEDULE

Schedule of staff appointments to **St Anthony's School, Pahiatua** 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 5.2 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(B) 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 15 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.

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Column 1 Total Staffing Entitlement Of the School:	Column 2 Positions of Importance in terms of Clause 15 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 "

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