

**SUPPLEMENTARY DEED OF AGREEMENT**

**ST JOHN BOSCO SCHOOL, NEW PLYMOUTH**

**THIS DEED OF AGREEMENT** is made on the 31<sup>st</sup> day of March

One thousand nine hundred and ninety seven (1997) **BETWEEN THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF PALMERSTON NORTH** 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**

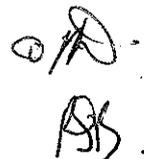
**A** By Deed of Agreement bearing date the 22<sup>nd</sup> day of February, One thousand nine hundred and eighty three (1983) as varied by any subsequent supplementary agreements (hereinafter referred to as "the Deed of Agreement"), the Minister and the Proprietor pursuant to Section 7(2) of the Private Schools Conditional Integration Act 1975 established **St John Bosco School, New Plymouth** 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 replace the First, Second and Fourth Schedules with new Schedules.
- (3) To delete the Third Schedule.

**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 deleting **Clause 3(d)**.

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 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 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."

07/10  
RSB

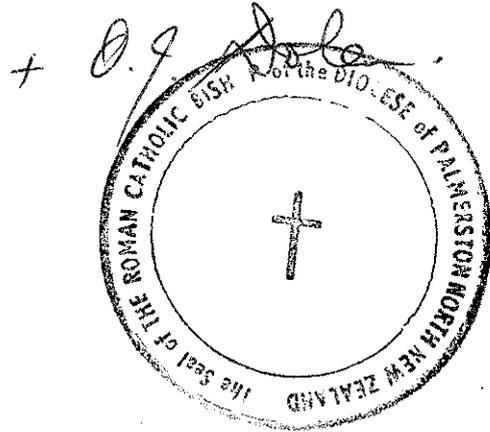
- 3.4 By deleting from **Clause 15** the words "normal staffing entitlement of the School as established by Regulations made under the Education Act 1964" and by deleting from the proviso to **Clause 18** the words "current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder" and substituting therefor in both places the words "Total Staffing Entitlement of the School as established pursuant to the Education Act 1989".
- 3.5 By deleting from **Clause 24** the words "the School Committee and/or".
- 3.6 By deleting from **Clause 28** the words "to Clause 3(d) and (e)" and substituting therefor the words "to Clause 3(e)".
- 3.6.1 By deleting from **Clause 28** the words "under the same Controlling Authority".
- 3.6.2 By deleting from **Clause 28** the words "the Controlling Authority" and substituting therefor the words "the Minister".
- 3.7 By deleting the First and Second Schedules to the Deed of Agreement and substituting the Schedules attached hereto.
- 3.8 By deleting the Third Schedule to the Deed of Agreement entirely.
- 3.9 By deleting the Fourth Schedule to the Deed of Agreement and substituting the Schedule 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.

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

**SIGNED** by **OWEN JOHN DOLAN**,

the Roman Catholic Coadjutor Bishop of the  
Diocese of Palmerston North, and  
sealed with his seal of Office  
in the presence of:



*In 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

*[Handwritten signature]*  
*advises*  
*Wellington*

**SCHEDULE**

New First Schedule

**"FIRST SCHEDULE****ST JOHN BOSCO SCHOOL, NEW PLYMOUTH**

**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 Palmerston North situate in Clinton Street, Fitzroy, New Plymouth, being known as **Our Lady Help of Christians Church and St John Bosco School**, and being more particularly described as follows and delineated in green on the plan forming part of the **Second Schedule** hereto.

All that freehold parcel of land containing 1.2327 hectares more or less situate in the City of New Plymouth being Lot 1 on Deposited Plan 16420 and being part Section 92 Fitzroy District and being all the land in Certificate of Title Volume 114 Folio 561 (Taranaki Registry).

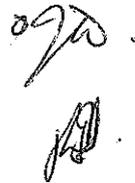
There are debts owing by the Proprietor to:

1. The Central Diocesan Development Fund of the Diocese of Palmerston North
2. The Bank of New Zealand."

*09/12*  
*AGS*

**SCHEDULE****New Second Schedule****"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, (Blocks I, H, GA & G & J have been added and the shape of Block B has been changed), and other improvements (including the addition of play areas and the relocation of the staff car park) thereon **SAVE AND EXCEPT** Block D delineated in blue on the annexed plan hereto **TOGETHER WITH** a reservation in favour of those excepted portions of full rights of access inter se and of ingress and egress to and from those excepted portions over the access shaded yellow from and to Clinton Street, New Plymouth."

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## SCHEDULE

### New Fourth Schedule

#### "FOURTH SCHEDULE

Schedule of staff appointments to **St John Bosco School, New Plymouth** 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 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.



<b>Column 1</b> <b>Total Staffing Entitlement Of the School:</b>	<b>Column 2</b> <b>Positions of Importance in terms of Clause 18 carrying a responsibility for Religious instruction</b>
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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