

SUPPLEMENTARY DEED OF AGREEMENT

ST JOSEPH'S SCHOOL, NEW PLYMOUTH

THIS DEED OF AGREEMENT is made on the ^{11th} day of ^{February} ~~four~~ ^{five} (199~~4~~⁵) **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 14th day of September, 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 Joseph's 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 Schedule and the Plan attached to the Second Schedule.
 - (3) To delete the Third Schedule.
 - (4) To replace the Fourth Schedule with a new 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."

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 provisos to Clauses 15 and 18 the words "current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder" and substituting therefor in all three places the words "Total Staffing Entitlement of the School as established pursuant to the Education Act 1989".

3.5 By deleting **Clause 17** and substituting the following Clause therefor:

"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."

3.6 By deleting **Clause 19** from the Deed of Agreement.

3.7. By deleting from **Clause 24** the words "the School Committee and/or".

3.8 By deleting from **Clause 29** the words "under the same Controlling Authority".

3.8.1 By deleting from **Clause 29** the second occurrence of the words "the Controlling Authority" and substituting therefor the words "the Minister".



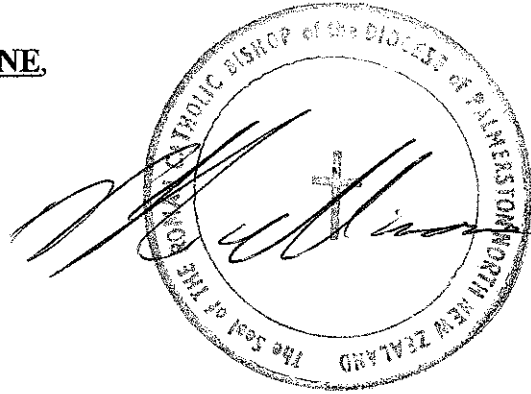
- 3.8.2 By deleting from **Clause 29** the words "subject to Clause 3(d) and (e) and Clause 26" and substituting therefor the words "subject to Clause 3(e) and Clause 26".
 - 3.9 By deleting the Plan annexed to the Second Schedule of the Deed of Agreement and substituting therefor the plan annexed hereto.
 - 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 to the Deed of Agreement entirely.
- 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.

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to consist of several overlapping loops and strokes.

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, and
sealed with his 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 Creswick Terrace
Wellington 5*

SCHEDULE

New First Schedule

"FIRST SCHEDULE**ST JOSEPH'S 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 Calvert Road, New Plymouth, being known as **St Joseph's School, New Plymouth**, and being more particularly described as follows and delineated in green on the plan forming part of the **Second Schedule** hereto.

FIRSTLY, all that piece of land containing 2.1375 hectares more or less situate in the City of New Plymouth being Lot 2 on Deposited Plan No. 8909 and being part Section 3 Fitzroy District and being all the land comprised and described in Certificate of Title Volume A1 Folio 1234 (Taranaki Registry)

SUBJECT TO:

1. Order in Council No. 724 exempting Calvert Road fronting the within land from the provisions of (now) Section 128 of The Public Works Act 1928 subject to a Condition as to Building Line.
2. Transfer 289927 (Easement in Gross) Grant of the right to convey sewerage over part herein in favour of the New Plymouth city Council.

SECONDLY all that piece of land containing 1.0037 hectares more or less situate in the City of New Plymouth being Lot 19 on Deposited Plan No. 9209 and being part of section 3 Fitzroy District and being part of the land comprised and described in Certificate of Title Volume A1 Folio 1350 (Taranaki Registry)



SUBJECT TO:

1. Order in Council NO. 724 exempting Calvert Road fronting the within land from the provisions of (now) Section 128 of the Public Works Act 1928 subject to a Condition as to Building Line.
2. Transfer No. 131523 Reservation of Stormwater Drainage and Pipeline Rights, subject to the provisions of Section 351E(a) of the Municipal Corporations Act 1954.
3. Transfer No. 131524 Reservation of Sewerage Drainage and Pipeline Rights, subject to the provisions of Section 351E(a) of the Municipal Corporations Act 1954.
4. Easement Certificate No. 132110 certifying further easements intended to be created by the operation of Section 90A of the Land Transfer Act 1952, subject to section 351E(a) of the Municipal Corporations Act 1954.

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.



SCHEDULE

New Fourth Schedule

"FOURTH SCHEDULE

Schedule of staff appointments to **St Joseph's 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.

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 "