

SUPPLEMENTARY DEED OF AGREEMENT

MARCELLIN SCHOOL, WANGANUI

THIS DEED OF AGREEMENT is made on the 23rd day of *November*
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 30th day of August, 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 Marcellin School, Wanganui 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 and Second Schedules 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 **Clauses 26 and 27** from the Deed of Agreement.
- 3.9 By deleting from **Clause 30** the words "under the same Controlling Authority".



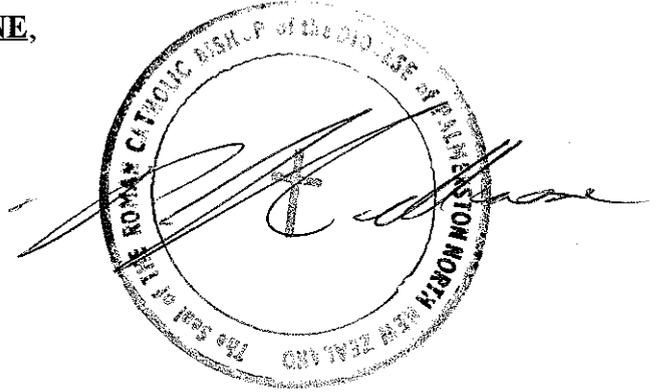
- 3.9.1 By deleting from **Clause 30** the second occurrence of the words "the Controlling Authority" and substituting therefor the words "the Minister".
 - 3.9.2 By deleting from **Clause 30** the words "subject to Clause 3(d) and (e)" and substituting therefor the words "subject to Clause 3(e)".
 - 3.10 By deleting the Plan annexed to the Second Schedule of the Deed of Agreement and substituting therefor the plan annexed hereto.
 - 3.11 By deleting the First, Second and Fourth Schedules to the Deed of Agreement and substituting the Schedules attached hereto.
 - 3.12 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, consisting of a stylized initial 'M' followed by a horizontal line and a flourish.

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**

Kathy Phillips.

in the presence of:

*Judith Manchester
53 Creswick Terrace
Wellington 5*

SCHEDULE

New First Schedule

"FIRST SCHEDULE**MARCELLIN SCHOOL, WANGANUI**

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 situate at Totara Street, Wanganui, New Zealand, being known as Marcellin School, Wanganui, and being more particularly described as follows:

Parcel C.T. and Legal Description	Area (Ha)
a C.T. 27A/804 Lot 1 DP 57825, City of Wanganui	2.0584
b. C.T. 27C/237 Part Lot 7A DP 2139, City of Wanganui	3.3181
Total area of Land	5.3765
Area of Integrated land - approx.	2.9000
Parcels "X" and "Y" sold.	

SUBJECT TO:

1. Part Lot 7A Plan 2139 to fencing covenant in Transfer 95686.
2. Appurtenant to Lot 3 Plan 25932 are drainage rights over part Lot 1 Plan 14967 (CT 572/281) created by Transfer 348531.

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."

A handwritten signature in black ink, appearing to be 'ep.', located in the bottom right corner of the page.

SCHEDULE

New Second Schedule

"SECOND SCHEDULE

MARCELLIN SCHOOL, WANGANUI

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 plan forms part of this Schedule **TOGETHER WITH** all the School buildings and other improvements thereon **SAVE AND EXCEPT** Blocks B, C, and E more particularly delineated in blue on the annexed plan."



SCHEDULE

New Fourth Schedule

"FOURTH SCHEDULE

Schedule of staff appointments to **Marcellin School, Wanganui** 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	Column 2
Total Staffing Entitlement Of the School:	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 "



up.