

THIS DEED OF AGREEMENT is made the 30 of November 2017

BETWEEN ST MARK'S SCHOOL BOARD OF PROPRIETORS formerly known as "St Mark's School Board" incorporated under the Charitable Trusts Act 1957 on the 29th day of September 1980 as varied by deed dated the 1st January 2016 (hereinafter with its successors referred to as "the Proprietor") of the first part

AND THE SOVEREIGN IN RIGHT OF NEW ZEALAND acting by and through the Minister of Education (hereinafter referred to as "the Minister") of the second part

BACKGROUND

1. The Proprietor is the owner of St Mark's School, Opawa, Christchurch (hereinafter referred to as "the School").
2. The School is an Anglican co-educational, full primary school for boys and girls from new entrants to Year 8 offering education with a Special Character.
3. The School was established in 1921 and was operated as an independent school under the control of the Board of Governors.
4. St Mark's School Board (the Proprietor) and Her Majesty the Queen, acting through the Minister of Education, entered into an Integration Agreement pursuant to section 7 of the Private Schools Conditional Integration Act 1975, recorded in the Deed of Agreement dated 17 November 1988. That Deed of Agreement forms the basis of this Integration Agreement.
5. The Supplementary Deed of Agreement dated 26 February 1996 was entered into to take into account the changes introduced to the education system consequent on the passing of the Education Act 1989 and its subsequent amendments. It also updated the plan in the Second Schedule of this Deed and replaced the Third Schedule.
6. The Supplementary Deed of Agreement dated 27 January 1999 was a generic agreement that affected all integrated schools but was specific to St Mark's School. This particular Supplementary Deed of Agreement is attached at Appendix B, together with all other supplementary agreements dated 26 February 1996, 28 June 2005 and 8 March 2017. The 27 January 1999 Supplementary Deed related to funding of School premises maintenance and its purpose was to record how the Minister was to discharge its obligations to the Proprietor in terms of maintaining the School's premises, namely:
 - a. by the Minister funding the Board of Trustees of the school to carry out a certain part of the maintenance of the School premises; and
 - b. by the Minister paying a sum of money to the Proprietor for the Proprietor to carry out that part of the maintenance of the School premises not undertaken by the Board of Trustees of the School.
7. The Minister and the Proprietor have agreed to enter into this Deed of Agreement pursuant to Part 33 of the Education Act 1989 (the Private Schools Conditional Integration Act 1975 having been repealed). All the Supplementary Deeds of Agreement and the original Deed of Agreement of 17 November 1988 are now consolidated into this new Integration Agreement to the extent they remain applicable (Revised Integration Agreement 2017).
8. The original Deed of Agreement of 17 November 1988 and the Supplementary Deeds of Agreement have continued in effect since their execution, with the

HC

SM MS

obligations therein being current at the time they came into force, and are now restated in this Deed of Agreement to the extent they remain applicable (Revised Integration Agreement 2017).

NOW THIS DEED OF AGREEMENT WITNESSES THAT IT IS HEREBY COVENANTED AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS

1. THAT the Minister and the Proprietor HEREBY AGREE that the School is an Integrated School pursuant to Part 33 of the Education Act 1989.
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 HEREBY 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 this agreement shall be interpreted so as to maintain and preserve the Special Character of the School.
3. ON behalf of the Proprietor it is hereby agreed that:-
 - (a) The Proprietor is the owner of all the land more particularly described in the First Schedule hereto (hereinafter referred to as "the Proprietor's land") and the improvements thereon. The School premises for the purposes of this Deed of Agreement are the land and improvements more particularly described in the First Schedule hereto, and are hereinafter referred to as "the School premises".
 - (b) 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 School so that the Board of Trustees of the School 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 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.
 - (ii) With the consent of the Proprietor, the Board of Trustees may 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 its consent. The Board of Trustees may require any such person or persons to pay a reasonable fee to the Proprietor as a condition of such use.
 - (c) The Proprietor shall accept and meet the liability for all mortgages, liens and other charges upon the land and buildings comprising the School premises.
 - (d) Notwithstanding clause 23 the Proprietor has, in accordance with its obligations under the Deed of Agreement dated 17 November 1988 and the Supplementary Agreements, completed the improvements described in those agreements, particularly in the Third Schedule of the Deed of Agreement, and brought the School buildings and associated facilities forming part of the School premises up to the minimum standard for comparable State Schools.

KC

BM MS

(e) Notwithstanding clause 23 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 456(2)(d) of the Education Act 1989.

(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 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 other assets owned by the Proprietor for the purposes of the School against risks normally insured against, in some responsible insurance office in New Zealand, and further acknowledges the obligation on it created by section 456(2)(h) of the Education Act 1989.

(h) No person employed at the School and paid for his or her services in whole or in part out of monies appropriated by Parliament shall be paid by the Proprietor or its servants or agents any remuneration additional to that provided for by the Education Act 1989 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 state school.

(i) Deleted.

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 hereto.

5. THE School provides and shall continue to provide education with a Special Character the essential elements of which are:-

(a) Association with the Anglican Church: The School has a close association with the Anglican Church which has been maintained since it became independent of St Mark's Anglican Church in 1981. The general School programme with its religious instructions and observances are based on the teachings and formularies of the Anglican Church. This includes regular worship at the St. Mark's Anglican Church or an alternative determined by the local Anglican parish, regular religious tuition within the School curriculum, regular church services at the School and a leading role in School life undertaken by the Vicar of the Parish.

(b) Philosophies: There are three additional key elements to the philosophy of the School, namely

(i) a local curriculum which encourages, models, and explores the Gospel of Jesus Christ as articulated in the Five Marks of Mission of the Anglican Communion (refer to Appendix A); these Five Marks include proclaiming the Good News of the Kingdom; teaching and nurturing in the Christian faith; loving service of others; a commitment to reconciliation, healing, justice, hope and challenging violence of every kind; and to being responsible stewards of creation;

KC

SM MS

(ii) an education delivered in the context of a supportive Christian community, which nurtures each child's God-given gifts and celebrates achievement;

(iii) a recognition through its history and traditions that the School has created a set of enduring values which focus on the broad development of its students including: the wearing of a uniform; placing a particular emphasis on the delivery of the extra curricula activities of music, sport and cultural pursuits; and instilling in its students an appreciation of high standards of etiquette and behaviour.

(c) Balance of the School: St Mark's is a co-educational, full primary school with new entrants through to Year 8 and has a balanced ratio of boys and girls drawn from a varied socio-economic background.

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 continue, 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 it by the Education Act 1989, 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.

(d) Shall have the right, consistent with section 469(1) of the Education Act 1989 as it applied on the date of execution of this Deed, to nominate a representative or representatives to the appointments committee of the Board of Trustees when it is considering appointments to the staff of the School in respect of clauses 12, 13, 15 and 16 of the Deed of Agreement. Section 469(2) of the Education Act 1989 will apply to such appointments, and the Board of Trustees shall consider for appointment only those persons nominated by the Proprietor as being acceptable for appointment.

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 sections 440(3) and (4) of the Education Act 1989.

8. THE maximum roll of the School shall be two hundred and forty-five (245) pupils.

8A. PREFERENCE of enrolment shall be given to those children whose parents have established to the satisfaction of the Proprietor a particular or general religious or philosophical connection with the Special Character of the School. In determining whether a child should have preference the Proprietor may take into account any components of the Special Character, including but not limited to:

(a) Children of parents who are actively involved in the local Anglican parish.

KC

BM MS

(b) Children with parents who are actively involved in other Anglican parishes or churches of other Christian denominations.

(c) Children with siblings who have attended or are presently attending the School.

(d) Children who will benefit from the Special Character of the School and whose parents have an empathy with the character and aims of the School.

- 8B. IN ACCORDANCE with section 422(f) of the Education Act 1989, 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 442 of the Education Act 1989 shall be limited at all times to 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 Board of Trustees in classifying such pupils so enrolled shall endeavour to reasonably distribute them through the range of classes offered by the School.
9. 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 of the Board of Trustees, subject to Clause 9A, shall continue to form part of the School programme in accordance with sections 444 and 445 of the Education Act 1989.9A The role of the Vicar in relation to the School shall be to support and affirm the Board of Trustees in ensuring the furtherance of education with a Special Character, with a focus on religious observances and religious instruction that follow the teaching and doctrines of the Anglican Church of Aotearoa, New Zealand and Polynesia, under the authority of the Bishop of Christchurch.
10. THE Proprietor, together with its servants, agents and licensees, shall, subject to section 459 of the Education Act 1989, have at all reasonable times access to the School to ensure that the Special Character of the School is being maintained.
11. THE Proprietor, together with its 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 it to exercise the powers and carry out the responsibilities vested in it and imposed on it by the Education Act 1989 and by this Deed of Agreement.
12. AN advertisement for the position of Principal of the School shall in accordance with section 464(a) of the Education Act 1989 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 employment. 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.
13. WHENEVER there are other executive level teaching positions at the School, however described, it is agreed pursuant to section 467(1) of the Education Act 1989 that the position(s) is to be a special position that requires particular capabilities in the teacher appointed, namely, a willingness and ability to take part in religious instruction appropriate to the Special Character of the School, and an advertisement for the position(s) shall state that possession of these capabilities shall be a condition of appointment in accordance with section 464 of the Education Act 1989. Any

person(s) so appointed to the position(s) shall accept these requirements as a condition of appointment.

14. Deleted.
15. A minimum of forty (40%) percent of other teaching positions at the School shall be positions of importance carrying a responsibility for religious instruction and the advertisement for those positions 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 these positions shall accept these requirements as a condition of appointment PROVIDED HOWEVER that in the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement then the number of teaching positions designated under section 464(c) of the Education Act 1989 as positions of importance carrying a responsibility for religious instruction shall be determined in accordance with the then Total Staffing Entitlement of the School as established pursuant to the Education Act 1989.
16. WHENEVER there is a position of Musical Director at the School, it is agreed pursuant to section 467(1) of the Education Act 1989 to be a specific position that requires particular capabilities in the teacher appointed, namely to assist with and direct the planning and organisation of musical courses, programmes and tuition at the School to ensure that they reflect the Special Character of the School, and an advertisement for the position of Musical Director shall state that possession of these capabilities and a willingness to assist in the worshipping life of the School shall be a condition of appointment. Any person so appointed to the position of Musical Director shall accept these requirements as a condition of appointment.
17. THE Proprietor may with the consent of the Board of Trustees in accordance with section 470 of the Education Act 1989 arrange for any person to undertake voluntary tasks to assist in the School with the teaching of religious observances and religious instruction appropriate to the Special Character of the School.
18. IT is agreed by and between the parties hereto 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 such instruction.
19. THE Proprietor of the School 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 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 sections 447, 448, 449 and 450 of the Education Act 1989.
20. THE School is a Primary School for boys and girls from new entrants to Year 8 and shall remain so until such time as an agreement to change in this organisation of the School is reached between the Proprietor and the Minister and the parties hereto entering into a supplementary Deed of Agreement to give effect thereto.
21. Deleted.
22. Deleted.

KC

SM MS


23. THE Minister shall subject to Clause 3 (d) and (e) of this Deed of Agreement after the effective date hereof maintain the School premises and the associated facilities in a state of repair order and condition as for a comparable State School and provide for the maintenance of the chattels as though the School were a State School. The School shall be entitled to such furniture and equipment as the Minister supplies from time to time to comparable State Schools.
24. THE effective date of this Deed of Agreement shall be the 16th of November 20 1988.
25. Since 16 November 1988 the School has been, and after the effective date shall continue to be, an integrated School in terms of Part 33 of the Education Act 1989

IN WITNESS WHEREOF this agreement has been executed the day and year first hereinbefore written.

Executed by Deed on behalf of the
ST MARK'S SCHOOL BOARD
OF PROPRIETORS

)
)
) 
CHAIRPERSON.
)
)
) 
TRUSTEE


in the presence of:

Witnesses Signature: 
Craig McInnes
Witnesses Occupation: Land Surveyor
Witnesses Address: 32a Grange St.
Christchurch

SIGNED for and on behalf of
THE SOVEREIGN IN RIGHT OF
NEW ZEALAND by the
~~Minister of Education in the~~
~~presence of:-~~

Katrina Casey
Deputy Secretary
sector Enablement and Support
Ministry of Education pursuant to
delegated authority
in the presence of

Graham Mark Atkin
Barley Muijen
Wellington


30 November 2017

FIRST SCHEDULE

Legal description of the Proprietor's land - the School premises comprise all of this land:

THE PROPRIETOR'S LAND

5516m ² Lot 5 DP 25742 C.T. 7C/57	SUBJECT TO Certificate No.'s 583758.1, 878501.1 and 6286497.1 and Mortgage No. 10566051.8
1325m ² Lot 15 DP 2011 C.T. 33A/74	SUBJECT TO Certificate No.'s 878501.1 and 6286497.1 and Mortgage No. 10566051.8
1138m ² Lot 14 DP 2011 C.T. 21F/387	SUBJECT TO Certificate No.'s 583758.1, 878501.1 and 6286497.1 and Mortgage No. 10566051.8
610m ² Lot 1 DP 26032 C.T. 338402	Subject to Mortgage No. 10566051.8
832m ² Lot 2 DP 26032 C.T. 42D/15	Subject to Mortgage No. 10566051.8
1138m ² Lot 13 DP 2011 C.T. 32K/92	SUBJECT TO Easement by Transfer 94630, Certificate No. 6286497.1 and Mortgage No. 10566051.8

KL

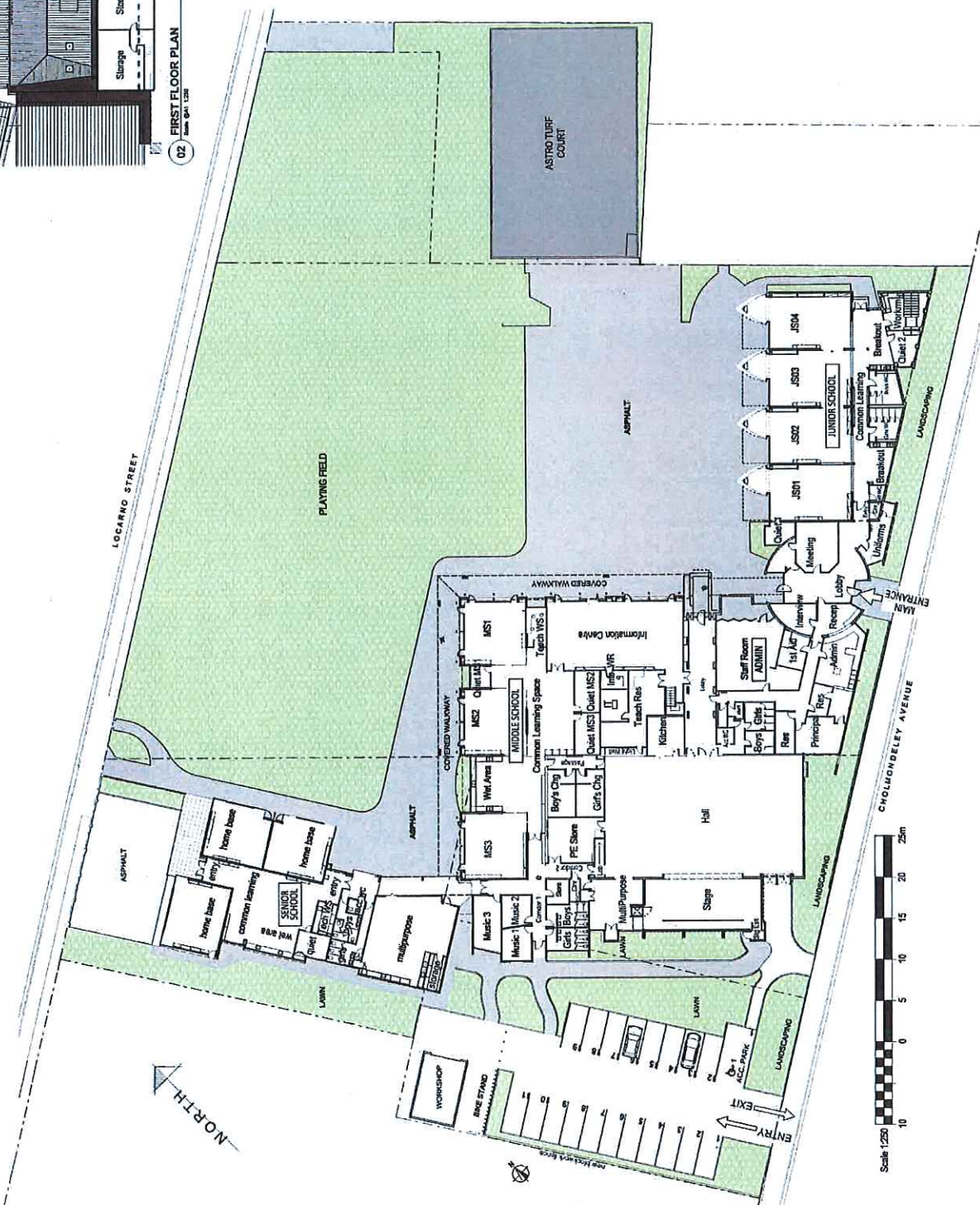
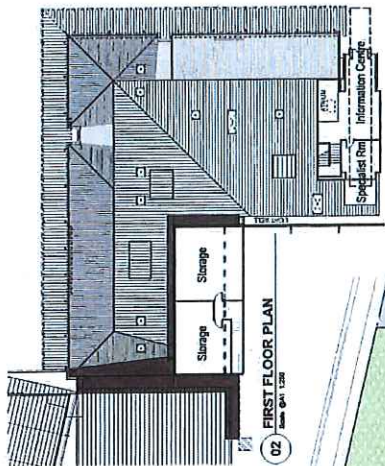
SECOND SCHEDULE

Site Plan

KL

SM. MS

FILE	1544-5
SCALE	AS SHOWN @ A1
DATE	JUNE 2018
SHEET No	01



01 SITE PLAN
Scale 1:250

St Marks School Campus
FOR
St Marks Board of Proprietors

APPENDIX A

The Five Marks of Mission are an important statement on mission which expresses the Anglican Communion's common commitment to, and understanding of, God's holistic/integral mission.

The first mark of mission, identified at ACC-6 (the sixth meeting of the Anglican Consultative Council in 1984) with personal evangelism, is really a summary of what all mission is about, because it is based on Jesus' own summary of his mission (Matthew 4:17, Mark 1:14-15, Luke 4:18, Luke 7:22; cf. John 3:14-17). Instead of being just one (albeit the first) of five distinct activities, this should be the key statement about everything we do in mission.

The Five Marks of Mission are:

- To proclaim the Good News of the Kingdom
- To teach, baptise and nurture new believers
- To respond to human need by loving service
- To transform unjust structures of society, to challenge violence of every kind and pursue peace and reconciliation
- To strive to safeguard the integrity of creation, and sustain and renew the life of the earth

KC

18/4 ms

APPENDIX B**St Mark's School Board Supplementary Agreement to Integration Agreement Deed dated this 27th day of January 1999****Background**

- A. Following the Integration Agreement dated the 17th day of November 1988 between the Minister and the Proprietor, St Mark's School, Christchurch was established as an integrated school, pursuant to s 7(2) of the Private Schools Conditional Integration Act 1975.
- B. Under the Integration Agreement the Minister has an obligation to the Proprietor to maintain the school's premises. The Minister and the Proprietor have agreed that this obligation is to be discharged annually in two ways;
 - I. by the Minister funding the Board of Trustees of the school to carry out a certain part of the maintenance of the school premises; and
 - II. by the Minister paying a sum of money to the Proprietor for the Proprietor to carry out that part of the maintenance of the school premises not undertaken by the Board of Trustees of the school.
- C. Pursuant to s 7(9) of the Private Schools Conditional Integration Act 1975, the Minister and the Proprietor have agreed to vary the Integration Agreement by this Supplementary Agreement.

The parties agree as follows:

1. Definitions

- 1.1 In this Supplementary Agreement, words and expressions have the same meaning as in the Integration Agreement and in the Private Schools Conditional Integration Act 1975, except that if a word or expression is defined in this Supplementary Agreement, that definition shall apply.
- 1.2 In this Supplementary Agreement:
 - 1.2.1 "Board of Trustees" means the Board of Trustees of the School;
 - 1.2.2 "Depreciation Rate" means the rate at which state school buildings are depreciated, as set out in the "statement of accounting policies" in the Ministry of Education's Annual Report;
 - 1.2.3 "Deemed Sum" has the meaning given to it by clause 5.2;
 - 1.2.4 "Force Majeure Event" has the meaning given to it by clause 8.1;
 - 1.2.5 "Effective Date" means 1 January 1999;
 - 1.2.6 "Integration Act" means the Private Schools Conditional Integration Act 1975 and all amendments or any Act passed in amendment or substitution thereto;
 - 1.2.7 "Integration Agreement" means the Integration Agreement for the School entered into between the Minister and the Proprietor dated 17 November 1988 together with any supplementary agreements thereto;
 - 1.2.8 "Minister" includes the current and all future Ministers of Education, or any Minister of the Crown who, under the authority of any warrant or

KC

with the authority of the Prime Minister, is responsible for the administration of the Integration Act;

1.2.9 "Ministry of Education Annual Report" means the annual report of the Ministry of Education represented by the House of Representatives under s 39 of the Public Finance Act 1989, or any Act passed in amendment or substitution thereto;

1.2.10 "Revised Sum" has the meaning given to it in clause 5.3;

1.2.11 "School" means St Mark's School, Christchurch;

1.2.12 "Sum" means the sum calculated in accordance with clause 5;

1.2.13 "Supplementary Agreement" means this supplementary deed of agreement;

1.2.14 "Year" means the calendar year from 1 January to 31 December.

1.3 In this Supplementary Agreement:

1.3.1 Headings are for reference only and shall not affect or relate to the construction of this Supplementary Agreement;

1.3.2 Words that refer to one gender shall be deemed to encompass both genders;

1.3.3 References to clauses are references to clauses of this Supplementary Agreement;

1.3.4 Any reference to state schools in this Supplementary Agreement, shall for the purpose of this Supplementary Agreement, not include integrated schools.

2. Effective Date

2.1 The Supplementary Agreement will come into force on the Effective Date.

3. Discharge of Maintenance Obligations

3.1 The Minister shall after the Effective Date pay to the Proprietor in each year the Sum, in consideration for which the Minister's obligations to the Proprietor under the Integration Agreement to maintain the School premises for that year which are not being discharged by the provision of funding by the Minister to the Board of Trustees or otherwise as the Minister thinks fit shall be discharged in full, subject to the provisions of clause 8. The Minister shall be under no obligation to pay any further amount for maintenance to the Proprietor or to undertake any maintenance otherwise than in accordance with this Supplementary Agreement.

3.2 The Minister may pay the Sum to the Proprietor in instalments on the same dates as the Minister provides operations funding to the Board of Trustees and the obligations referred to in clause 3.1 shall be deemed to be discharged at the time that all the instalments of the Sum are paid in each year.

4. Proprietor's maintenance obligation

4.1 The Proprietor must on receipt of the Sum in each year undertake the maintenance of that part of the School premises not required to be

undertaken by the Board of Trustees during the course of that year to the standard to which the Crown maintains comparable state schools.

- 4.2 The Sum shall be applied to meet the obligation in clause 4.1. After the obligation in clause 4.1 has been met in full and if there is a balance of the sum remaining the Proprietor may apply the balance in the following ways:

4.2.1 to capital works or other purposes directly related to the School

4.2.2 to maintenance, capital works or other purposes directly related to any other integrated school.

5. Calculation of the Sum

- 5.1 The Sum will be calculated on or before 1 January of each year in accordance with the following formula:

- a. The depreciation value (or net carrying value) of the buildings comprising state schools as shown in the most recent Ministry of Education Annual Report (V) is multiplied by the Depreciation Rule (r).
- b. The figure thus obtained is divided by the total number of students enrolled in state schools as determined by the most recent actual rolls used for the purposes of operations funding in the year preceding that for which sum is being calculated (S), to give a per student amount.
- c. The per student amount is then multiplied by the number of students enrolled in the School as determined by the most recent actual roll used for the purposes of operations funding in the year preceding that for which the sum is being calculated (R) (which number must not exceed the maximum roll provided for in the Integration Agreement).
- d. Goods and Services Tax is then added to this figure (GST).

(expressed in the following formula:

$$\frac{V \times r \times R}{S} + \text{GST} = \text{the Sum}$$

- 5.2 If it is not possible by 1 January in any year to calculate the Sum in accordance with clause 5.1 by using numbers and/or values from the immediately preceding year, the Sum shall be the sum for that preceding year (hereafter referred to as the "Deemed Sum").
- 5.3 If clause 5.2 applies and if the Deemed Sum has been paid in whole or in part in accordance with clause 3.1 the Minister shall calculate the Sum as soon as numbers and/or values are available for the preceding year in accordance with clause 5.1 (the sum so calculated being referred to hereafter as "the Revised Sum").
- 5.4 Subject to the provisions of clause 5.5, in the event that the Revised Sum is more than the Deemed Sum the Minister shall pay the amount of that difference. If the Deemed Sum is more than the Revised Sum the Proprietor shall pay to the Minister the amount of that difference. In either case the payment will be taken into account in the instalments of the Sum paid in accordance with clause 3.2.
- 5.5 If the Minister has in any year and for any reason paid the Proprietor more than the Proprietor is entitled to be paid under this Supplementary Agreement,

KC

the Minister may at his election recover the overpayment by deducting it from any instalments of the Sum payable, in the current or any future year or years.

- 5.6 Where the Effective Date is later than 1 January then in the first year of the operation of this Supplementary Agreement the Sum shall be deemed to be the amount of the remaining instalments of the Sum, calculated in accordance with this clause 5 for the whole year, payable for the period from the Effective Date to the end of that year.
6. Information
 - 6.1 The Minister may by notice to the Proprietor, require the Proprietor to supply to the Minister any information including but not limited to accounting or banking records in the possession or control of the Proprietor (whether stored on electronic media or otherwise) relating to the performance of the Proprietor's obligations under the Supplementary Agreement.
 - 6.2 The Minister shall be entitled to make and retain copies of any information supplied to the Minister in accordance with clause 6.1.
7. Right to enter premises
 - 7.1 Any official or authorised agent of the Ministry of Education shall be entitled on reasonable notice to the Proprietor, to enter the premises of the School for the purpose of auditing and assessing the Proprietor's compliance with clause 4.1.
8. No liability for default in certain circumstances
 - 8.1 Neither party will be liable for any act, omission, or failure to fulfil its obligations under this Supplementary Agreement, if such act, omission or failure arises from any cause reasonably beyond its control including acts of war, epidemics, earthquakes, or other natural disasters or acts of God. (referred to hereafter as a "Force Majeure Event").
 - 8.2 The party unable to fulfil its obligations due to a Force Majeure Event shall:
 - 8.2.1 immediately notify the other in writing and provide full information concerning the Force Majeure Event including an estimate of the time likely to be required to overcome the event;
 - 8.2.2 use its best endeavours to overcome the event and minimise the loss to the other party; and
 - 8.2.3 continue to perform its obligations as far as practicable.
 - 8.3 Notwithstanding clause 8.1 if in any year Parliament has not appropriated sufficient public money to enable the Minister to meet his obligations to all the proprietors of integrated schools with whom the Minister has entered into a supplementary agreement in the same (or similar) terms to this Supplementary Agreement, the Minister shall not be required to pay the instalments of the Sum from that point onward until an appropriation is made which enables the payment of the Sum to be recommenced. In that event the Minister shall only be required to pay the instalments of the Sum due from the date on which that appropriation is made.
 - 8.4 If the Sum is not paid as a result of clause 8.3, the Minister's obligations under the Integration Agreement to the Proprietor to maintain the School premises, from the point that Parliament decides not to appropriate the monies until an appropriation is

KC

made which enables the payment of the Sum to be recommenced, will not be discharged and the Minister will be required to perform those obligations as if this Supplementary Agreement had not been executed.

9. Disputes

- 9.1 The Minister and the Proprietor shall endeavour to resolve by negotiation any disputes that arise between them concerning this Supplementary Agreement within 30 days of one party advising the other of the existence of the dispute.
- 9.2 If the Minister and the Proprietor are unable to resolve a dispute by negotiation, they shall refer the matter to mediation, and shall choose jointly a mediator. If the parties are unable to agree on the appointment of a mediator then the mediator shall be appointed by the then New Zealand President of LEADR (Lawyers Engaged in Dispute Resolution New Zealand Inc) or failing that by the then President of the New Zealand Law Society. The mediation shall thereafter be conducted by the mediator in accordance with the usual practice for LEADR mediation.
- 9.3 The obligations of the Minister and of the Proprietor under this Supplementary Agreement shall not be affected by any dispute, and each party shall continue to perform its obligations as if the dispute had not arisen.

10. Termination

- 10.1 If the Proprietor is in breach of its obligations under this Supplementary Agreement and if in the reasonable opinion of the Minister the breach is able to be remedied the Minister may by notice to the Proprietor require that the breach be remedied within 60 days (or such further or other period as maybe specified) of the date of the notice.
- 10.2 If the breach is not remedied within the period specified in the notice or if in the reasonable opinion of the Minister the breach is not capable of being remedied this Supplementary Agreement may be terminated on the giving of 14 days' notice to the Proprietor.
- 10.3 If this Supplementary Agreement is terminated in accordance with this clause the Minister shall remain liable to maintain the School premises in accordance with the provisions of the Integration Agreement.
- 10.4 Nothing in this clause shall be construed as limiting or affecting the powers that the Minister has under the Integration Act.

11. No assignment

- 11.1 The Proprietor shall not assign all or any of its obligations under this Supplementary Agreement unless it has first obtained the prior written consent of the Minister.

12. No Agency

- 12.1 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.

HL

13. General

13.1 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 Supplementary Agreement.

13.2 It is acknowledged and agreed that this Supplementary Agreement only varies the Integration Agreement to the extent set out herein.

14. Notice provisions

14.1 All notices which are required to be sent under this Supplementary Agreement shall be in writing and sent to the address for notifications in accordance with the following clause unless otherwise agreed between the parties.

14.1.1 All notices to the Minister shall be sent to The Senior Manager, National Operations, Ministry of Education, PO Box 1666, Wellington, facsimile (04) 499-1327.

14.1.2 All notices to be sent to the Proprietor shall be sent to The Proprietor, St Mark's School, Cholmondeley Avenue, Christchurch.

IN WITNESS THEREOF this deed has been executed on the day and year hereinbefore written.

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

The Common Seal of the

ST MARK'S SCHOOL BOARD

was hereunto affixed by

and in the presence of

KC

SUPPLEMENTARY DEED OF AGREEMENT

ST. MARK'S SCHOOL, CHRISTCHURCH

THIS DEED OF AGREEMENT is made on the Twenty Sixth day February of One Thousand Nine Hundred and Ninety Six (1996) BETWEEN THE St. Mark's School Board (hereinafter with its 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 *17 November 1988* 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. Mark's School* 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 Plan attached to the Second Schedule with a new Plan and to replace the Third 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 any Education Board shall be deemed to be a reference to the Secretary of Education.

3. THAT the Integration 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 other dates as may be agreed from time to time between the Minister and the Proprietor'.

3.2 By amending Clause 3(i) by deleting the words 'Education Department' and replacing them with 'Ministry of Education.

3.3 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.'

3.4 By deleting **Clause 8B** and substituting the following therefor:

'8B 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 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.'

- 3.5 By deleting **Clause 13** and substituting the following Clause therefor:
- '13. 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 programs 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 from **Clauses 14 and 15** the words 'current staffing entitlement 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.'
- 3.7.1 By deleting from **Clause 23** the words 'under the same Controlling Authority'.
- 3.7.2 By deleting from **Clause 23** the words 'the Controlling Authority' and substituting therefor the words 'the Minister'.
- 3.8 By deleting the **Plan** annexed to the Second Schedule of the Deed of Agreement and substituting therefor the plan annexed hereto.
- 3.9 By deleting the **Third 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.

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

SIGNED BY *Marton D. Sinclair* (Chairman, St. Mark's School Board) in the presence of:

Marton D. Sinclair



SB Anderson

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

*adviser
Wellington*

LC

MS *see*

KC

THIRD SCHEDULE

ST. MARK'S SCHOOL, CHRISTCHURCH

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 to bring them up to the minimum standard for a comparable state school. All work is to be carried out by competent tradesmen or in a workmanlike manner to Ministry of Education standards.

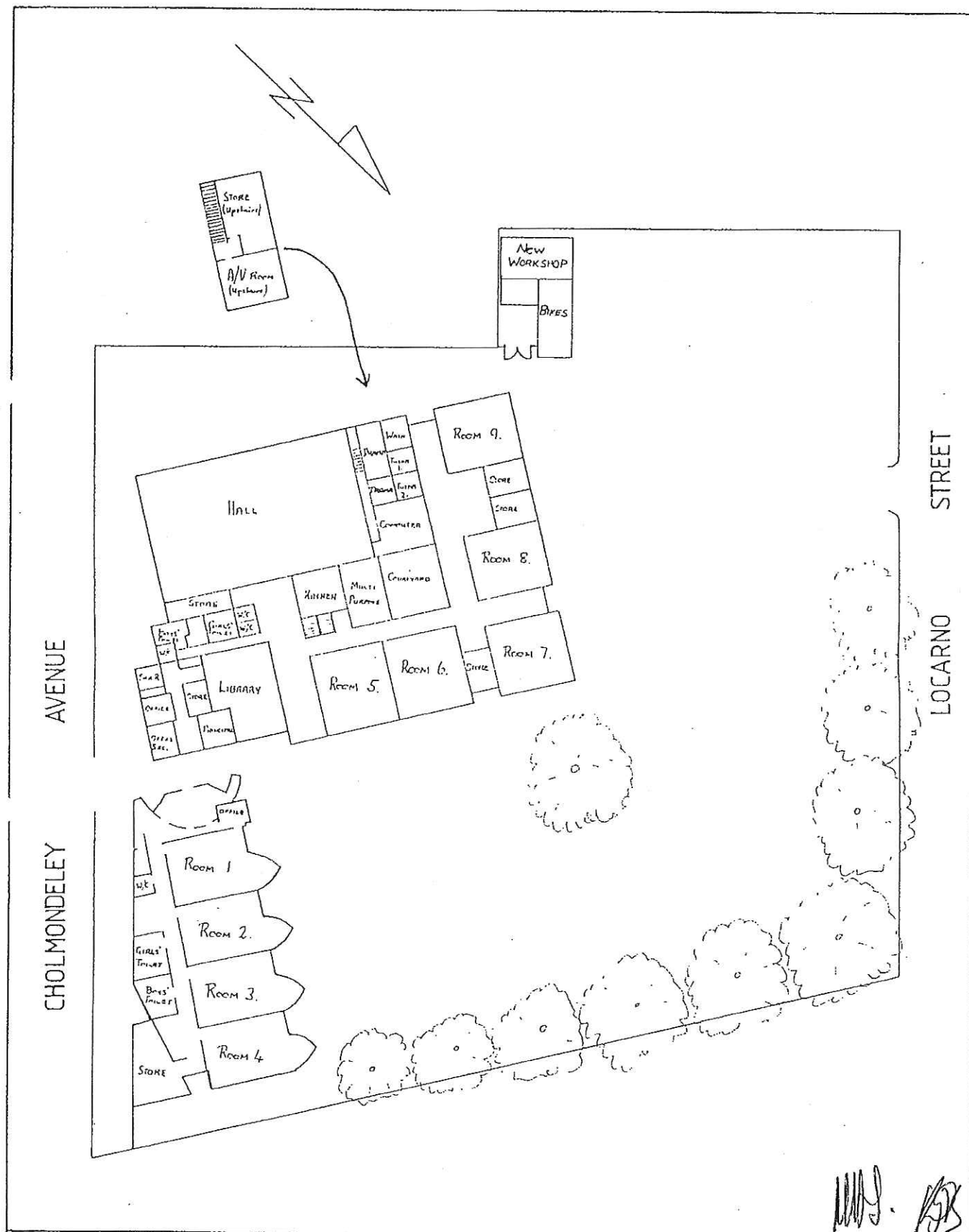
AGREED PHASING OF WORK TO BE COMPLETED BY

	1 July 1994	1 July 1995	1 July 1996	1 July 1997
Completion of Grounds Redevelopment		X		
Completion of the Junior School, Rooms 1-4		X		

MS
BB
red



St Mark's School



HER MAJESTY THE QUEEN
Acting by and through the Minister of Education

AND

ST MARK'S SCHOOL BOARD OF PROPRIETORS

**SUPPLEMENTARY AGREEMENT TO
INTEGRATION AGREEMENT
ST MARK'S SCHOOL, CHRISTCHURCH**

KC

DEED dated 28 day of June 2005

PARTIES

HER MAJESTY THE QUEEN acting by and through the Minister of Education ("Minister")

ST MARK'S SCHOOL BOARD OF PROPRIETORS ("the Proprietor")

BACKGROUND

- A. The Minister and the Proprietor signed a deed dated 7 April 1999 as a Supplementary Agreement ("**Supplementary Agreement**") varying the Integration Agreement dated Wednesday, September 11, 1979 ("**Integration Agreement**") for St Mark's School, Christchurch ("**School**") pursuant to section 7(9) of the Private Schools Conditional Integration Act 1975.
- B. Under the Integration Agreement the Minister has an obligation to the Proprietor to maintain the School's premises. The Minister and the Proprietor agreed in the Supplementary Agreement that this obligation is discharged annually in two ways;
 - (i) by the Minister funding the Board of Trustees of the School to carry out a certain part of the maintenance of the School premises; and
 - (ii) by the Minister paying a sum of money to the Proprietor for the Proprietor to carry out that part of the maintenance of the School premises not undertaken by the Board of Trustees of the School.
- C. The Minister at the Proprietor's request has agreed to amend the Supplementary Agreement to specify a fixed percentage as the depreciation rate being part of the formula to calculate the sum of money to be paid annually by the Minister to the Proprietor to carry out that part of the maintenance of the School's premises not undertaken by the Board of Trustees of the School.
- D. Pursuant to section 7(9) of the Private Schools Conditional Integration Act 1975 the Minister and the Proprietor have agreed to vary the Supplementary Agreement to the Integration Agreement by this supplementary agreement.

The parties agree as follows:

1. VARIATION OF SUPPLEMENTARY AGREEMENT

- 1.1 The Supplementary Agreement dated 7 April 1999 varying the Integration Agreement for the School shall be varied as follows:

Clause 1.2.2 specifying the definition of "Depreciation Rate" shall be revoked and replaced with the following definition:

Clause 1.2.2 "Depreciation Rate" means four per cent (4%) of the depreciated value of state school buildings as set out in the "Statement of Accounting Policies" in the Ministry of Education's Annual Report";

2. EFFECTIVE DATE

- 2.1 The Effective Date of this deed amending the Supplementary Agreement is the **1st day of January 2005.**

3. GENERAL

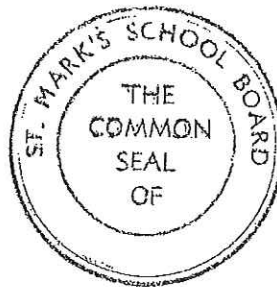
- 3.1 The Minister and the Proprietor agree that this supplementary agreement only varies the Supplementary Agreement to the Integration Agreement to the extent set out in this deed.

SIGNATURES:

**THE COMMON SEAL OF
ST MARK'S SCHOOL BOARD OF
PROPRIETORS** was hereunto affixed
in the presence of:

Jim Hardwicke
Signature of witness
School Admin/Bursar.
Occupation
Christchurch.
City/town of residence

[Signature]
Trustee



**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:

[Signature]
Signature of witness
Adverse
Occupation
Wgtn
City/town of residence

Kathy Phillips

Kc

SUPPLEMENTARY DEED OF AGREEMENT

ST MARK'S SCHOOL, CHRISTCHURCH

THIS DEED OF AGREEMENT is made on the 8th day of March two thousand and seventeen (2017) BETWEEN **ST MARK'S SCHOOL BOARD OF PROPRIETORS** (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 17th day of November 1988 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 Mark's School, Christchurch** as an integrated school (hereinafter referred to as "the School").
- B The Proprietor and the Minister are now agreed on the need to amend Clause 15 of the Deed of Agreement pursuant to section 7(9) of the Private Schools Conditional Integration Act 1975.

NOW THIS DEED OF AGREEMENT WITNESSETH THAT IT IS HEREBY COVENANTED AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **THAT** the words "up to fifty (50%) percent in the 1st line of Clause 15 of the Deed of Agreement be deleted from that Agreement and the words "a minimum of forty (40%) percent" be substituted therefor.
2. **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.

KC

CLM
RS

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



Chairperson

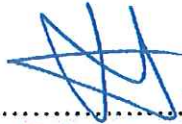


Trustee

Signed by

ST MARK'S SCHOOL BOARD OF PROPRIETORS

in the presence of:



- Diselott Zogatzki / Office Manager

5/1074 Courtenay Rd

Linwood 7543

Signed by **HEKIA PARATA**,
The Minister of Education
acting on behalf of
HER MAJESTY THE QUEEN
in the presence of:



Rosemary Stainer
Private Secretary - Education
Wellington

KC