

SUPPLEMENTARY DEED OF AGREEMENT

ST MARY'S PRIMARY SCHOOL, HASTINGS

THIS DEED OF AGREEMENT is made on the *8th* day of *August*

One thousand nine hundred and ninety four (1994) **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 18th day of May, One thousand nine hundred and eighty (1980) 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 Mary's Primary School, Hastings**, 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 delete the Third Schedule.
- (3) To replace the First and Fourth Schedules with new Schedules.

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 words "the Controlling Authority" and substituting therefor the words "the Minister".
- 3.8.2 By deleting from **Clause 29** the words "Clause 3(d) and (e)" and



substituting therefor the words "Clause 3(e)".

3.9 By deleting the First and Fourth Schedules to the Deed of Agreement and substituting the Schedules attached hereto.

3.10 By deleting the Third Schedule to the Deed of Agreement entirely.

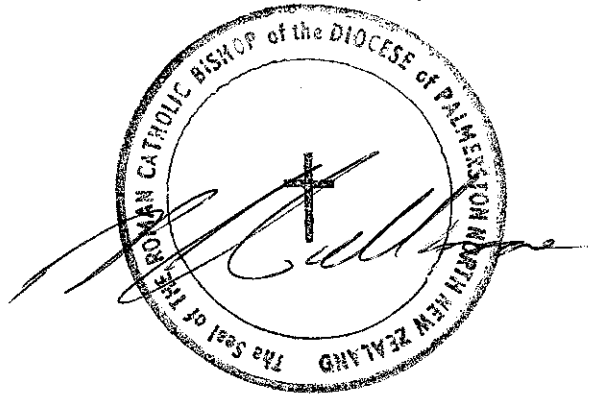
4. **THAT** the covenants conditions and restrictions contained and implied in the Deed of Agreement shall be read and construed subject to the modifications herein contained but in all other respects the Deed of Agreement is confirmed.

A handwritten signature in black ink, consisting of a cursive 'W' followed by a stylized 'G'.

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:



Mr. 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

*Judith Manchester
53 Coenick Tce
Wellington 5*

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SCHEDULE

New First Schedule

"FIRST SCHEDULE**ST MARY'S PRIMARY SCHOOL, HASTINGS**

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, Church, residence, school buildings and other improvements owned by the Roman Catholic Bishop of the Diocese of Palmerston North situate at Frederick Street, Hastings, New Zealand being known as **St Mary's Church, Residence and St Mary's Primary School**, Hastings and being more particularly described as follows:

All that freehold parcel of land containing 3.0646 hectares more or less situate in the City of Hastings being Lot 10 and part Lots 9 and 11 on Deposited Plan No. 2793 part Lot 1 on Deposited Plan No. 3182, part Lot 3 on Deposited Plan 7252 which said parcel of land comprises portion of the Heretaunga Block and being all the land in Certificate of Title Volume 191 Folio 64 (Hawkes Bay Registry).

- SUBJECT TO:**
1. Mortgage No. 350913.1 to Housing Corporation of New Zealand
 2. A debt owing by the Proprietor to the Central Diocesan Development Fund in connection with the said land and buildings.
 3. Fencing Covenant contained in Transfer No. 24421 (affects Lot 3 Plan 7252 only)."



SCHEDULE

New Fourth Schedule

"FOURTH SCHEDULE

Schedule of staff appointments to **St Mary's Primary School, Hastings** 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 "

