

SUPPLEMENTARY DEED OF AGREEMENT

ST PIUS X SCHOOL, NEW PLYMOUTH

THIS DEED OF AGREEMENT is made on the *10th* day of *February*
One thousand nine hundred and ninety ~~four~~ ^{five} (199~~4~~⁵) **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 28th 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 Pius X 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 Plan attached to the Second Schedule with a new Plan and to replace the First, Third 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 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 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** and 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 **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 28** the words "under the same Controlling Authority".
- 3.8.1 By deleting from **Clause 28** the second occurrence of the words "the Controlling Authority" and substituting therefor the words "the Minister".



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, Third and Fourth Schedules to the Deed of Agreement and substituting the Schedules attached hereto.

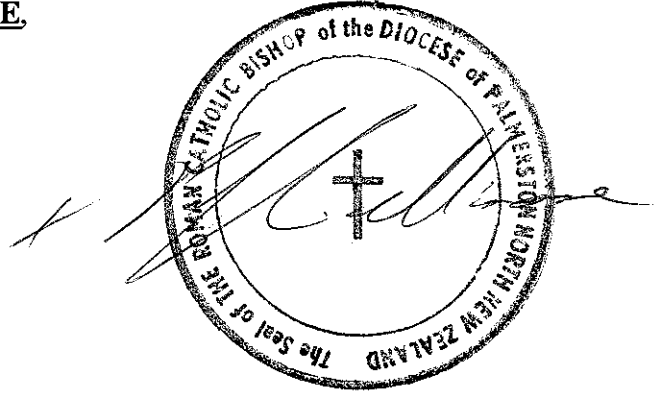
4. **THAT** the covenants conditions and restrictions contained and implied in the Deed of Agreement shall be read and construed subject to the modifications herein contained but in all other respects the Deed of Agreement is confirmed.

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 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:



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

Kathy Phillips

*Judith Tranchesi
53 Creech Terrace
Wellington 5*

SCHEDULE**New First Schedule****St Pius X School, New Plymouth****FIRST SCHEDULE**

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 Brooklands Road, New Plymouth, being known as **St Philomena's Church and St Pius X 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 1.9062 hectares more or less situate in the Borough of New Plymouth being Lot 2 on Deposited Plan No. 6271 and being part of Section No. 47 of the Fitzroy District and being all the land in Certificate of Title Volume 157 Folio 20 (Taranaki Registry)

SUBJECT TO

Mortgage 217628 to the Housing Corporation.

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 Third Schedule****"THIRD SCHEDULE****Building Requirements**

Provide by new construction or re-modelling the following:

Demolish Block B and construct new pupils' toilets

Staffroom of 9.5 M²

Casualty room of 9 M²

1 WC, 1 WHB for male staff

2 WHBs for girls' toilets

2 WHBs for boys' toilets

1 S.T.D.U. for female staff toilet

All the above to be completed by 1995.

SCHEDULE**New Fourth Schedule****"FOURTH SCHEDULE**

Schedule of staff appointments to **St Pius X 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	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 "

