

THIS DEED OF AGREEMENT is made the 23rd day of January two thousand and one (2001) BETWEEN THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF HAMILTON 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** The Proprietor is the owner of **ST THOMAS MORE CATHOLIC SCHOOL, MT MAUNGANUI** (hereinafter referred to as "the School").
- B** The School is a Roman Catholic Primary School for girls and boys from Year One (1) to Year Eight (8) offering Education with a Special Character.
- C** The Minister and the Proprietor have agreed to enter into this Deed of Agreement pursuant to the Private Schools Conditional Integration Act 1975, whereby the School is to be established as an integrated School.

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 Minister and the Proprietor HEREBY AGREE that the School be established as an integrated School pursuant to the Private Schools Conditional Integration Act 1975.
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 these presents 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 and improvements more particularly described in the **First Schedule** hereto (hereinafter referred to as "**the Proprietor's land**") and of which for the purposes of this Deed of Agreement, the School premises form part only. The School premises for the purposes of this Deed of Agreement being the land and improvements more particularly described in the **Second Schedule** hereto (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 Controlling Authority 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 Controlling Authority 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 Controlling Authority shall not unreasonably or arbitrarily withhold its consent. The Controlling Authority may require the Proprietor or other person or persons to pay a reasonable fee to the Controlling Authority as a condition of such use.
- (ii) With the consent of the Proprietor, the Controlling Authority 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 his consent. The Controlling Authority may require any such person or persons to pay a reasonable fee to the Controlling Authority 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) The Proprietor shall plan, pay for, and execute the improvements described in the **Third Schedule** hereto, to the School Premises, so as to bring the School buildings and associated facilities forming part of the School premises up to the minimum standard for comparable State Schools prevailing at the effective date of this Deed of Agreement.
- (e) 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 40(2)(d) of the Private Schools Conditional Integration Act 1975.
- (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 the Proprietor's chattels (if any) owned or held upon trust for the purposes of the School and the other assets owned by the Proprietor for the purposes of the School against risks normally insured against, in some reputable insurance office in New Zealand, and further acknowledges the obligation on him created by Section 40(2)(h) of the Private Schools Conditional Integration Act 1975.
- (h) No person employed at the School and paid for his services in whole or in part out of moneys appropriated by Parliament, shall be paid by the Proprietor or his servants or agents any remuneration additional to that provided for by the Private Schools Conditional Integration Act 1975 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.

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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.

5. THE Special Character of the School is that it is a Roman Catholic School for girls and boys established for the Roman Catholic community of the Diocese of Hamilton which promotes and supports the School and of which the School is part, to provide and to continue to provide Education with a Special Character, that is to say:-

The School is a Roman Catholic School in which the whole School community through the general School programme and in its Religious instructions and observances, exercises the right to live and teach the values of Jesus Christ. These values are as expressed in the Scriptures and in the practices, worship and doctrine of the Roman Catholic Church, as determined from time to time by the Roman Catholic Bishop of the Diocese of Hamilton.

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 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 him by the Private Schools Conditional Integration Act 1975, 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.

- 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 and Section 75 of the Education Act 1989.
- (c) The Board of Trustees shall be deemed to have been dissolved upon cancellation of this Deed of Agreement or closure of the school under the Private Schools Conditional Integration Act 1975.

8. **IT** is agreed by and between the parties hereto that the maximum roll of the school shall be one hundred and twenty four (124) pupils.

9. **THE** Proprietor agrees that pursuant to **paragraphs (d) and (e)** of Clause 3 of this Deed of Agreement he will bring the School up to the minimum standard of accommodation laid down from time to time by the Secretary of Education for a comparable State School.

10. (a) **PREFERENCE** of enrolment at the School under Section 29(1) of the Private Schools Conditional Integration Act 1975 shall be given only to those children whose parents have established a particular or general religious connection with the Special Character of the School and the Controlling Authority shall not give preference of enrolment to the children of any parents unless the proprietor has stated that those parents have established such a particular or general connection with the Special Character of the School.

(b) In accordance with Section 7(6)(h) of the Private Schools Conditional Integration Act 1975, unless the Proprietor and the Controlling Authority otherwise agree and subject to places being available, the number of pupils whose parents do not have a preference of enrolment at the School in accordance with the provisions of Section 29(1) of the

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Private Schools Conditional Integration Act 1975 shall be limited at all times to ten percent (10%) of the maximum roll of the School and the Controlling Authority 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.

11. 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, Religious observances and Religious instruction in accordance with the determination made from time to time by the Roman Catholic Bishop of the Diocese of Hamilton shall continue to form part of the School programme in accordance with Sections 31 and 32 of the Private Schools Conditional Integration Act 1975.

12. THE Proprietor, together with his servants, agents and licensees, shall, subject to the proviso to Section 40(2)(i) of the Private Schools Conditional Integration Act 1975, have at all reasonable times access to the School to ensure that the Special Character of the School is being maintained.

13. THE Proprietor, together with his 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 him to exercise the powers and carry out the responsibilities vested in him and imposed on him by the Private Schools Conditional Integration Act 1975 by this Deed of Agreement.

14. AN advertisement for the position of Principal of the School shall in accordance with Section 65(l)(a) of the Private Schools Conditional Integration Act 1975 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 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.

15. THERE shall be a position at the School to be designated Director of Religious Studies in accordance with Section 65(1)(b) of the Private Schools Conditional Integration Act 1975, which position shall be part of the Total Staffing Entitlement of the School as established pursuant to the Education Act 1989 and an advertisement for the position 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 the position of Director of Religious Studies shall accept these requirements as a condition of appointment. The Director of Religious Studies shall give guidance and provide effective leadership in Religious instruction and observances throughout the School **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 position of Director of Religious Studies shall be determined in accordance with the then Total Staffing Entitlement of the School as established pursuant to the Education Act 1989 and as is more particularly described in the **Fourth Schedule** hereto.

16. A person appointed as aforesaid to the position of Director of Religious Studies at the School shall undertake such teaching duties, if any, as may be required by the Principal of the School.

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.

18. THERE shall be one (1) other teaching position at the School which in accordance with Section 65(1)(c) of the Private Schools Conditional Integration Act 1975, shall be a position of importance carrying a responsibility for Religious instruction and an advertisement for that position 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 this position shall accept the 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 65(1)(c) of the Private Schools Conditional Integration Act 1975 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 and as is more particularly described in the **Fourth Schedule** hereto.

19. THE Proprietor may with the consent of the Controlling Authority in accordance with Section 69(1) of the Private Schools Conditional Integration Act 1975 arrange for any retired teacher 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.

20. 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 Religious observances or instruction and the provisions of Section 69(2) and (3) of the Private Schools Conditional Integration Act 1975 shall apply.

21. 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 or group of Integrated Schools owned by the Proprietor or Proprietors of other Roman Catholic Integrated Schools 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 Section 36 of the Private Schools Conditional Integration Act 1975.

22. THE School is a Primary School for girls and boys from Year One (1) to Year Eight (8) and shall remain so until such time as an agreement to a change in this organisation of the School is reached between the Proprietor and the Minister and the parties hereto enter into a supplementary Deed of Agreement to give effect thereto.

23. WHERE any of the costs associated with the conduct of the Proprietor's land and buildings that are not part of the School premises cannot be separated from the costs associated with the operation of the School premises, the Proprietor and the Controlling Authority shall contribute to such costs according to their respective use of the services and facilities.

24. IT is acknowledged by and between the parties hereto pursuant to **Clause 23** hereof that certain of the services and facilities on or serving the Proprietor's land and buildings and other improvements thereon are used in common for the purpose of the School premises and as is more particularly delineated on the plan forming part of the **Second Schedule** hereto. In particular, the water supply, the power supply and the sewerage and drainage systems are all used in common and the costs of maintaining such services and facilities shall be apportioned as provided in **Clause 23** hereof. If practicable the power supply to the School premises shall be separately metered at the expense of the Proprietor. Where such services or facilities are wholly or partly situated outside the School premises the Proprietor will continue to make such services or facilities available to the School premises.

25. 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.

26. THE effective date of this Deed of Agreement shall be the 30th day of January 2001

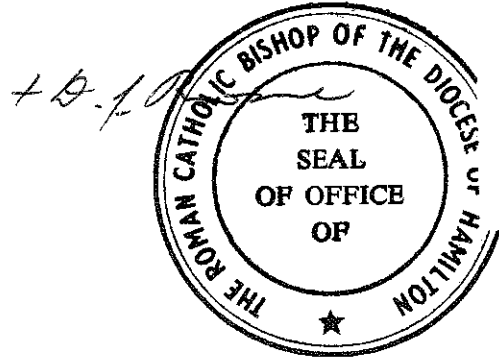
27. ON and after the effective date specified in this Deed of Agreement the School shall be an integrated school in terms of the Private Schools Conditional Integration Act 1975.

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

SIGNED by DENIS BROWNE, DD
THE ROMAN CATHOLIC BISHOP
OF THE DIOCESE OF HAMILTON

and sealed with his Seal of Office
in the presence of:-

Geoffrey Kay
General Manager
Hamilton



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:-

Warren Henson

Warren Henson
Public Servant
13a Feist Street
Naenae

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 Hamilton situate in Gloucester Road, Arataki, Mt Maunganui Known as **St Thomas More Catholic School, Mt Maunganui**, and being more particularly described as follows and delineated in green on the plan forming part of the **Second Schedule** hereto.

FIRST all that freehold parcel of land containing 1.3781 hectares being Lot 1 DPS 35652. Certificate of Title 31C/879.

SECOND SCHEDULE

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 forms part of this Schedule, **TOGETHER WITH** all the School buildings and other improvements thereon.

THIRD SCHEDULE

ST THOMAS MORE CATHOLIC SCHOOL, MT MAUNGANUI

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 in a workmanlike manner to comply with the Building Act.

AGREED PHASING OF WORK TO BE COMPLETED BY:			
	2001	2002	2003
Disabled persons toilet (students) Two doors egress to each classroom Provide for ventilation in classrooms	X X		X

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FOURTH SCHEDULE

Schedule of staff appointments to ST THOMAS MORE CATHOLIC SCHOOL, MT MAUNGANUI, 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 5.0 or more teachers, 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 Basic Scale position.
 - (c) If the Total Staffing Entitlement of the School is 8 or more teachers then the Director of Religious Studies shall be deemed to have senior teacher status or be a position to which one or more salary units has been allocated.
 - (d) Notwithstanding clause 1(a-c) above, the Board of Trustees may designate a position in the school to be the Director of Religious Studies and may allocate one or more salary units to that position, even if the Total Staffing Entitlement is less than the numbers specified respectively in Clause 1(a-c) above.
2. (a) 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 and Director of Religious Studies [if any]) at the school, which in accordance with Clause 18 of

this Deed, shall be positions of importance carrying a responsibility for Religious instruction.

- (b) The number of such positions shall be a proportion of the Total Staffing Entitlement as determined by the Proprietors, which shall normally be sixty (60) percent of the Total Staffing Entitlement.

- (c) The parties to this Agreement acknowledge that the school shall be entitled to funding for staffing incentives on the same basis as an equivalent state school. For the avoidance of doubt, this means that where the Board of Trustees is unable to fill a position of importance carrying a responsibility for Religious instruction solely because there are no candidates suitably qualified to provide Religious instruction, then the Board will not be eligible for any additional funding for staffing or recruitment incentives.

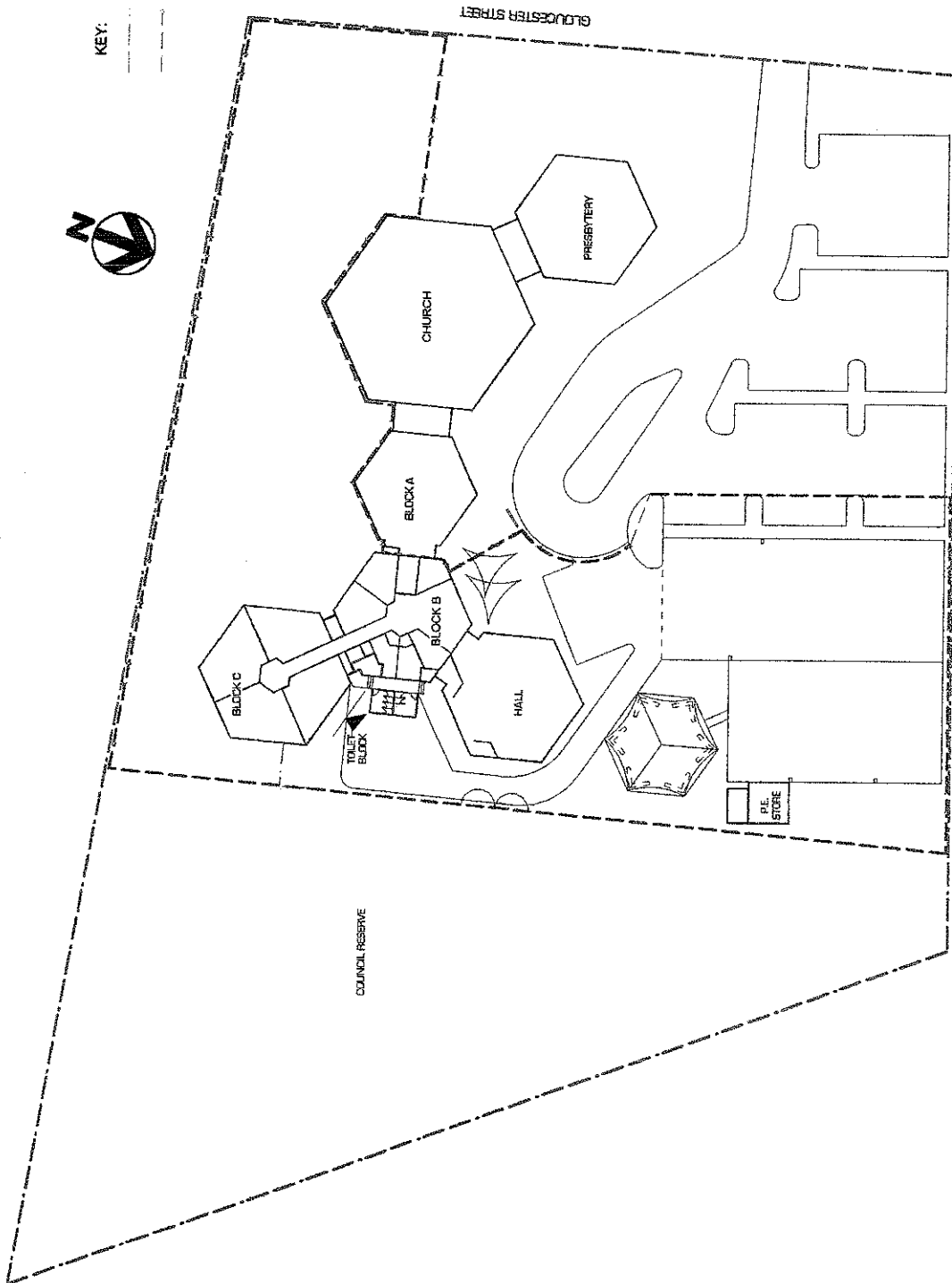
Column 1
Total Staffing Entitlement of the School:


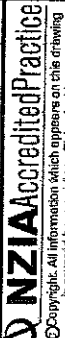
Column 2
Positions of Importance in Terms of Clause 18 carrying a responsibility for Religious Instruction.

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



KEY:
--- SITE BOUNDARY
--- INTEGRATION BOUNDARY



 Gisler Architects	
552 Beffin Street Pirongia Phone 07 871 9879 Fax 07 871 9080	
Project: ST THOMAS MORE SCHOOL	
Drawing Title: INTEGRATION SITE PLAN	
Scale: 1:1000	Date: SEPT 2000
Drawn: MID	Sheet: Of:
 NZIA Accredited Practice © Copyright. All information which appears on this drawing is covered by copyright to Gisler Architects.	

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