

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

and

THE ROMAN CATHOLIC BISHOP OF THE
DIOCESE OF AUCKLAND

INTEGRATION AGREEMENT
Stella Maris School,
Silverdale, Auckland

THE SECRETARY
MINISTRY OF EDUCATION
NATIONAL OFFICE
WELLINGTON

PPD

DEED OF AGREEMENT

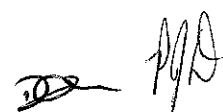
THIS DEED OF AGREEMENT is made the 18th day of December
Two Thousand and four (2004)

BETWEEN HER MAJESTY THE QUEEN acting by and through the Minister of Education (hereinafter referred to as "**the Minister**") of the first part

AND THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF AUCKLAND a Corporation Sole (hereinafter with his successors referred to as "**the Proprietor**") of the second part

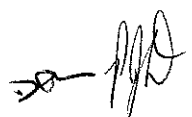
WHEREAS:

- A** The Proprietor intends to establish **Stella Maris School, Silverdale, Auckland** (hereinafter referred to as "**the School**").
- B** The School is to be a Roman Catholic Primary School for boys and girls 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.
- D** The Proprietor is the owner of the Land described in the Second Schedule to this Deed.

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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 is to be established as an integrated School pursuant to the Private Schools Conditional Integration Act 1975 (Private Schools Conditional Integration Act).
- 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. 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 Stella Maris School Board of Trustees ("**the Board of Trustees**") shall have the



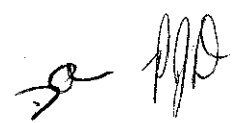
exclusive right to the possession and use of the School premises and chattels:

PROVIDED THAT

- (i) At the request of the Proprietor the Board of Trustees may, subject to section 40A of the Private Schools Conditional Integration Act, 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. The Board of Trustees may require the Proprietor or other person or persons to pay a reasonable fee to the Board of Trustees as a condition of such use.

- (ii) The parties acknowledge, with the consent of the Proprietor, the Board of Trustees may, subject to section 40A of the Private Schools Conditional Integration Act, 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 Board of Trustees may require any such person or persons to pay a reasonable fee to such Board of Trustees 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.

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- (d) 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.
 - (e) 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.
 - (f) 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, and further acknowledges the obligation on him created by section 40(2)(h) of the Private Schools Conditional Integration Act.
 - (g) No person employed at the School and paid for his/her 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 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.
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** Special Character of the School is that it is a Roman Catholic School for boys and girls established by the Roman Catholic Bishop of the Diocese of Auckland for the Roman Catholic Community of the Diocese of Auckland 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 Auckland.


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, 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 (Education Act).
 - (b) The control and management of the School shall be exercised solely by the controlling authority in accordance with section 75 of the Education Act subject to the provisions of section 25(6) of the Private Schools Conditional Integration Act.
 - (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 .
8. **IT** is agreed by and between the parties hereto that the maximum roll of the School shall be as follows with no new enrolments being accepted at Year seven (7) and Year eight (8) levels in the first three years.
 - (i) 260 students from 2005 to December 2006
 - (ii) 312 students from January 2007.
9. **THE** Proprietor agrees that pursuant to paragraph (d) 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 parents of any child or other persons accepting responsibility for the education of a child unless the Proprietor has stated that

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those parents, or other persons have established such a particular or general religious connection with the Special Character of the School.

(b) **IN** accordance with section 7(6)(h) of the Private Schools Conditional Integration Act unless the Proprietor and the Secretary of Education otherwise agree and subject to places being available, the number of pupils whose parents or other persons accepting responsibility for the education of the child do not have a preference of enrolment at the School in accordance with the provisions of section 29(1) of the Private Schools Conditional Integration Act shall be limited at all times to five (5) percent of the maximum roll as determined by Clause 8 hereof and the Board shall not enrol more than that number **PROVIDED THAT** to maintain and preserve the Special Character of the School the Board 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 Auckland shall continue to form part of the School programme in accordance with sections 31 and 32 of the Private Schools Conditional Integration Act .

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, 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 Act and by this Deed of Agreement.

14. **AN** advertisement for the position of Principal of the School shall in accordance with section 65(1)(a) of the Private Schools Conditional Integration Act 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 which position shall be a position of responsibility and part of the normal staffing entitlement of the School as established pursuant to the Education Act 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 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.

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. **THE** number of other teaching positions which, in accordance with section 65(1)(c) of the Private Schools Conditional Integration Act shall be positions of importance carrying a responsibility for religious instruction shall be forty (40) percent to the nearest whole number of the Total Staffing Entitlement of the School as established pursuant to the Education Act excluding

Principal and Director of Religious Studies. Any advertisement for those positions shall state 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 appointed to these positions shall accept these requirements as a condition of appointment.

18. **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 of Trustees will not be eligible for any additional funding for staffing or recruitment incentives.
19. **THE** position of Deputy Principal, however described, at the School is agreed pursuant to Section 66 of the Private Schools Conditional Integration Act to be a special position that requires particular capabilities in the teacher appointed, namely to assist in planning and organising the courses and programmes at the School to ensure that they 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.
20. **THE** Proprietor may with the consent of the Board of Trustees in accordance with section 69(1) of the Private Schools Conditional Integration Act 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.
21. **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 shall apply.

- 21A The parties acknowledge that Part 10 of the Education Act shall apply to any person employed in a teaching position at the school.
22. **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.
23. **THE** School is a Roman Catholic Primary School from Year One (1) to Year Eight (8) for girls and boys and shall remain so until such time as an agreement to a change in this organization 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.
24. **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 Board of Trustees shall contribute to such costs according to their respective use of the services and facilities.
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. Integration of the school shall take place on 31st day of January, 2005. From that date the school shall be an integrated school in terms of the Private Schools Conditional Integration Act.



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

**SIGNED by PATRICK JAMES DUNN
THE ROMAN CATHOLIC BISHOP
OF THE DIOCESE OF AUCKLAND**

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


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**C A EMMETT
Secretary
Auckland**

**SIGNED for and on behalf of
HER MAJESTY THE QUEEN by
KATHY PHILLIPS**

National Operations, Senior Manager,
Ministry of Education, Wellington, in the presence of:-

 (Acting)

*K. Harris
Advisor
Ministry of Education
Wellington*

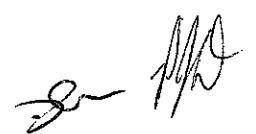
FIRST SCHEDULE

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 Auckland situated at 14 Leigh Road, Silverdale, Auckland, being known as **Stella Maris 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 4.4762 hectares and being part of Lot 1 DP131258 Certificate of Title Volume 76D Folio 807 (North Auckland Registry).

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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.

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