THIS DEED OF AGREEMENT is made the 2/ day of July One thousand nine hundred and eighty-one (1981) BETWEEN THE ROMAN CATHOLIC ARCHBISHOP OF THE ARCHDIOCESE OF WELLINGTON 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 Viard College, Porirua, Wellington (hereinafter referred to as "the School")
- The School is for boys and girls and is a Roman Catholic Secondary School from Form Three (III) to Form Seven (VII) with Intermediate Department attached. The School offers Education with a Special Character.
- The School was established in 1968 and up to the effective date of integration was conducted and staffed in part by members of the Roman Catholic Religious Order of Men known as the Assumptionists and the Religious Order of Women known as the Brigidine Sisters. The said Orders will continue after the effective date of integration to offer teaching staff to the School so long as they have members available for that purpose.
- 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 is to become an integrated school pursuant to the Private Schools Conditional Integration Act 1975.

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- 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 Board of Governors 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 Governors shall not unreasonably or arbitrarily withhold its consent. The Board of

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Governors may require the Proprietor or other person or persons to pay a reasonable fee to the Board of Governors as a condition of such use.

- (ii) With the consent of the Proprietor, the Board of Governors 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 Board of Governors may require any such person or persons to pay a reasonable fee to such Board of Governors as a condition of such use.
- (iii) As at the effective date certain chattels used in conjunction with the School and not purchased with money appropriated by Parliament represent donations presentations or loans to the School and/or have some special intrinsic and/or historic value and it is acknowledged that such chattels shall remain the exclusive property or responsibility of the Proprietor notwithstanding that the Proprietor may continue to allow the School the use of them. Such chattels are more particularly described in the Third Schedule hereto (hereinafter referred to as "the Proprietor's chattels").
- (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 Fourth 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. Such improvements to be carried out in accordance with the dates specified against such improvements in the Fourth Schedule hereto. The Proprietor shall

upon completion of any improvements to electrical services described in the Fourth Schedule hereto arrange for the local Electrical Supply Authority to inspect the School premises in terms of Regulation 45 of the Electrical Supply Regulations 1976.

- (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 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 responsible 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 PROVIDED HOWEVER that a teacher to whom the provisions of Section 71 of the Private Schools Conditional Integration Act 1975 apply, shall continue to be paid no less than the same salary, and be accorded the same status, as he received or was accorded on the day before the effective date of the integration of the 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 Archbishop of the Archdiocese of Wellington New Zealand for the Roman Catholic community of the Archdiocese of Wellington, 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 Archbishop of the Archdiocese of Wellington.

- 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 on 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 Controlling Authority of the School shall be a
 Board of Governors as constituted pursuant to the provisions
 of Section 51 of the Education Act 1964 and Regulations made
 thereunder. Such Board of Governors shall consist of eleven
 (11) members, such eleven (11) members being:-
 - (i) One (1) member appointed by the Education Board of the Wellington Education District.
 - (ii) One (1) member elected by the teachers of the School <u>PROVIDED HOWEVER</u> that no member so elected may be appointed as Chairman or Deputy Chairman of the Board.
 - (iii) Five (5) members elected by the parents of the pupils attending the School.
 - (iv) Four (4) members who shall be representatives of the Proprietor and appointed by him.
 - (b) Any election conducted pursuant to Section 8 (5) of the Private Schools Conditional Integration Act 1975 shall be conducted as nearly as possible in the manner prescribed by the Secondary School Boards Administration and Employment Regulations 1965 and any regulations made in amendment thereof or substitution therefor, and the provisions of those Regulations shall, with any necessary modification, be applied accordingly.
 - (c) 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.
- 8. THE School had a roll of four hundred and thirty-two (432) pupils in Forms III VII as at the 1st day of March 1981 and a roll of two hundred and thirty-nine (239) pupils in Forms I II as at the 30th day of September 1980, both dates being the year when roll figures were last compiled. It is agreed by and between the parties hereto that the maximum roll of FormsIII VII of the School shall be four hundred and forty (440) pupils and of Forms I II of the School shall be two hundred and forty five (245) 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 Director-General 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 unless the Proprietor has stated that those parents 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 1975 unless the Proprietor and the Regional Superintendent of Education 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 Private Schools Conditional Integration Act 1975 shall be limited at all times to thirty four (34) pupils out of the total roll of the School and the Board of Governors shall not enrol more than that number PROVIDED THAT to maintain and preserve the Special Character of the School the Board of Governors in classifying such pupils so enrolled shall endeavour to reasonably distribute them through the range of classes offered by the School.
- (c) Wherever any difficulty arises related to enrolment at the School in terms of the Private Schools Conditional Integration Act 1975, it may be referred to the appropriate Secondary Enrolment Review Committee.
- 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 Archbishop of the

Archdiocese of Wellington 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 upon him by the Private Schools Conditional Integration Act 1975 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 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 a position of responsibility and part of the normal staffing entitlement of the School as established by Regulations made under the Education Act 1964 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 position of Head of the Intermediate Department and four (4) other positions in the Intermediate Department shall in accordance with Section 65 (1) (c) of the Private Schools Conditional Integration Act 1975 be designated positions of importance carrying a responsibility for Religious instruction and an advertisement for these 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 persons so appointed to these positions shall accept these requirements as a condition of appointment. In the event of the staffing entitlement of the Intermediate Department altering at any time during the currency of this Deed of Agreement, the number of positions other than Head of the Intermediate Department designated positions of importance carrying responsibility for Religious instruction shall be assessed in accordance with the Fifth Schedule hereto.
- 18. THE staffing entitlement of the Form III to Form VII section of the School as at the 1st day of March One thousand nine hundred and eighty-one (1981) was twenty decimal eight six (20.86) positions (excluding the Principal and the Director of Religious Studies) of which there shall be eight (8) teaching positions at the School which in accordance with Section 65 (1) (c) of the Private Schools Conditional Integration Act 1975 shall be positions of importance carrying a responsibility for Religious instruction and an 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 persons so appointed to these positions shall accept these requirements as a condition of appointment. In the event of the staffing entitlement of the Form III to Form VII section 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 the same proportion to the nearest whole number of the other teaching positions as eight (8) is to twenty decimal eight six (20.86) as hereinbefore provided.
- 19. THE position of Deputy Principal at the School is agreed pursuant to Section 66 of the Private Schools Conditional Integration Act 1975 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 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 Governors 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.
- 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 1975 shall apply.
- 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 1975.
- 23. THE School is a Secondary School from Form Three (III) to Form (VII) with attached Intermediate Department, for girls and boys, 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.
- 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 Governors shall contribute to such costs according to their respective use of the services and facilities.

- 25. IT is acknowledged by and between the parties hereto pursuant to Clause 24 hereof that certain of the services and facilities on or serving the Proprietor's land and the buildings 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 access from Kenepuru Drive, 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 24 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.
- 26. THE Proprietor will make a house property available for a school caretaker's residence as and when it may reasonably be required by the Board of Governors and at that stage the Board of Governors shall assume responsibility for the maintenance of such a house property and shall be entitled to receive the rent therefrom.
- 27. THE Proprietor shall not engage any teachers between the date of execution of this Deed of Agreement and the effective date of integration other than those whose names have already been notified by the Proprietor to the Director-General of Education without first obtaining the consent of the Director-General.
- 28. THE Proprietor shall reimburse the Minister for the payment of salary, wages and the proportion of School holiday pay due and paid by the Minister in respect of the 1981 School year to any person employed at the School up to the effective date of integration.

- 29. THE Minister shall subject to Clauses 3 (d) and (e) of this Deed of Agreement maintain the School premises and the associated facilities in a state of repair order and condition as for a comparable State School and subject to Clause 3 (b) (iii) hereof provide for the maintenance of the chattels as though the School were a State School. PROVIDED THAT the School shall be entitled to such furniture and equipment as the Minister supplies from time to time to comparable State Schools. The Proprietor and the Minister shall share in the proportion two-thirds and one-third respectively the costs of maintaining the Staffroom to the standard required for a comparable State School.
- 30. THE effective date of this Deed of Agreement shall be the l6th day of September 1981.
- 31. 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 hereinbefore written.



SIGNED by THOMAS STAFFORD WILLIAMS
the Roman Catholic Archbishop of
the Archdiocese of Wellington and
sealed with the Seal of Office of
the Archdiocese of Wellington
in the presence of:

+ Thomas S. Williams

Polomington Wellington

SIGNED FOR AND ON BEHALF OF HER MAJESTY THE QUEEN by MERVYN LANGLOIS WELLINGTON Minister of Education in the presence of:

Pres Secretary Wellington

FIRST SCHEDULE

Description of total land buildings and other improvements comprising the Proprietor's land of which School premises form part

THE PROPRIETOR'S LAND

All that the land, School buildings, monastery and other improvements owned by The Roman Catholic Archbishop of the Archdiocese of Wellington situate at Kenepuru Drive, Porirua, Wellington, New Zealand and being known as Viard College, Porirua and being more particularly described as follows:

FIRST all that freehold parcel of land containing 7.1487 hectares more or less situate in Block II Belmont Survey District being Section 333 Porirua District and being all the land comprised and described in Certificate of Title Volume 14D Folio 314 (Wellington Registry)

SUBJECT TO the following:

- (a) Section 59 of the Land Act 1948
- (b) Mortgage No. 084654.2 to The State Advances Corporation (now the Housing Corporation of New Zealand)

SECONDLY all that freehold parcel of land containing 1434 square metres more or less situate in the City of Porirua being part Section 62 Porirua District and being also Lot 1 on Deposited Plan 27881 and being all the land comprised and described in Certificate of Title Volume 8D Folio 531 (Wellington Registry) SUBJECT TO the following:

(a) Mortgage No. 084654.2 to The State Advances Corporation (now the Housing Corporation of New Zealand)

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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 and delineated in red on the annexed plan of the Proprietor's land, which Plan forms part of this Schedule TOGETHER WITH all the School buildings and other improvements thereon

SAVE AND EXCEPT two classrooms more particularly shown as rooms 25 and 28 on drawing No EIS 010 06 which forms part of the fourth schedule hereto, together with a reservation in favour of those exempted portions of full rights of access inter se and of ingress and egress to and from the exempted portions.

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THIRD SCHEDULE.

All those chattels of the Proprietor which in terms of Clause 3 (b) (iii) of this Deed of Agreement represent donations or presentations to the School and/or have some special intrinsic and/or historic value to the School and which chattels shall remain the exclusive property of the Proprietor as herein provided and being more particularly described as follows:-

- 1. Crucifix Brass & Iron
- 2. Crucifix Brass on Timber
- 3. Mosaic Holy Spirit
- 4. Statue Virgin Mary
- Painting Our Lady's Assumption (J.B. Lynch)
- 6. Painting "Still Life" by Sister Michael

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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 the Department of Education standards.

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SCHOOL VIARD COLLEGE, PORIRUA

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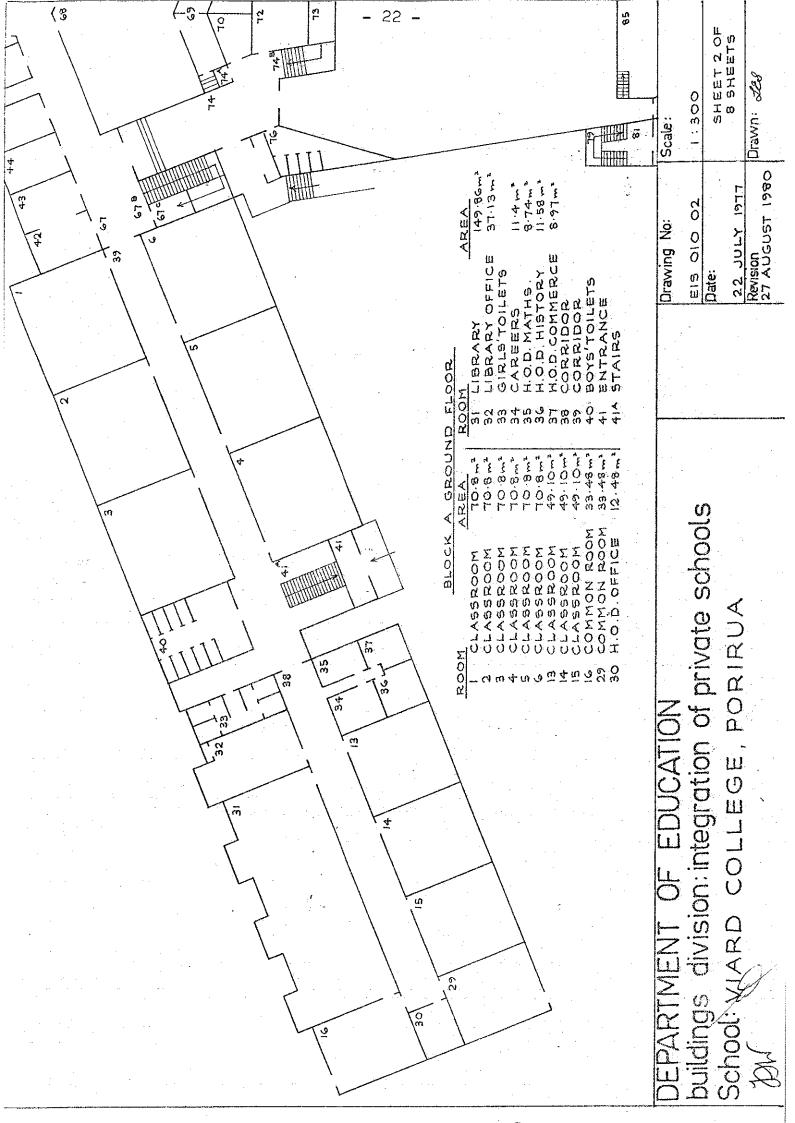
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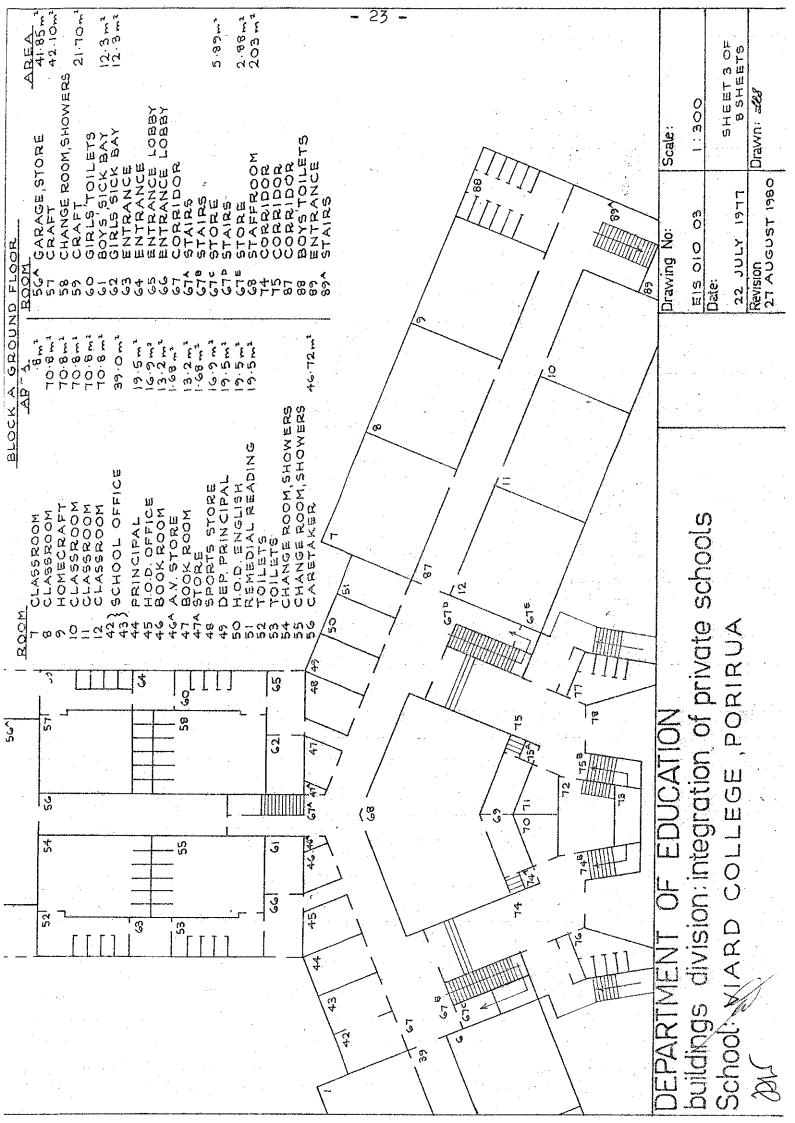
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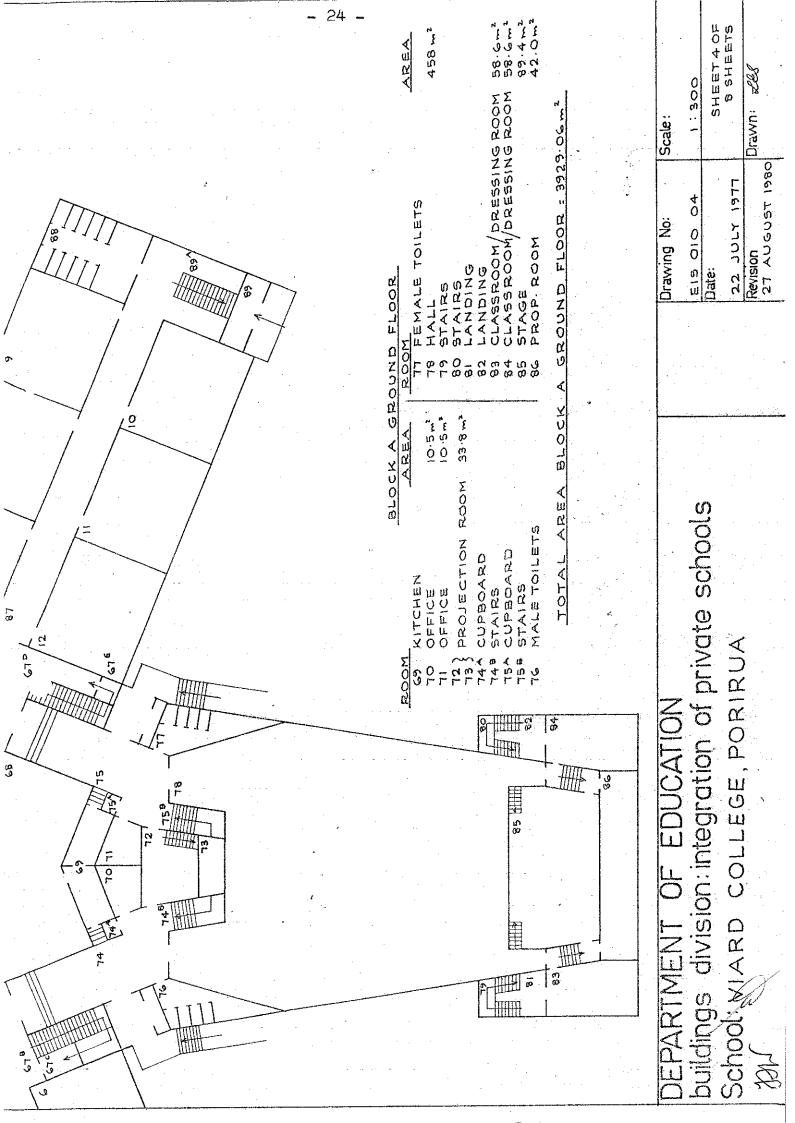
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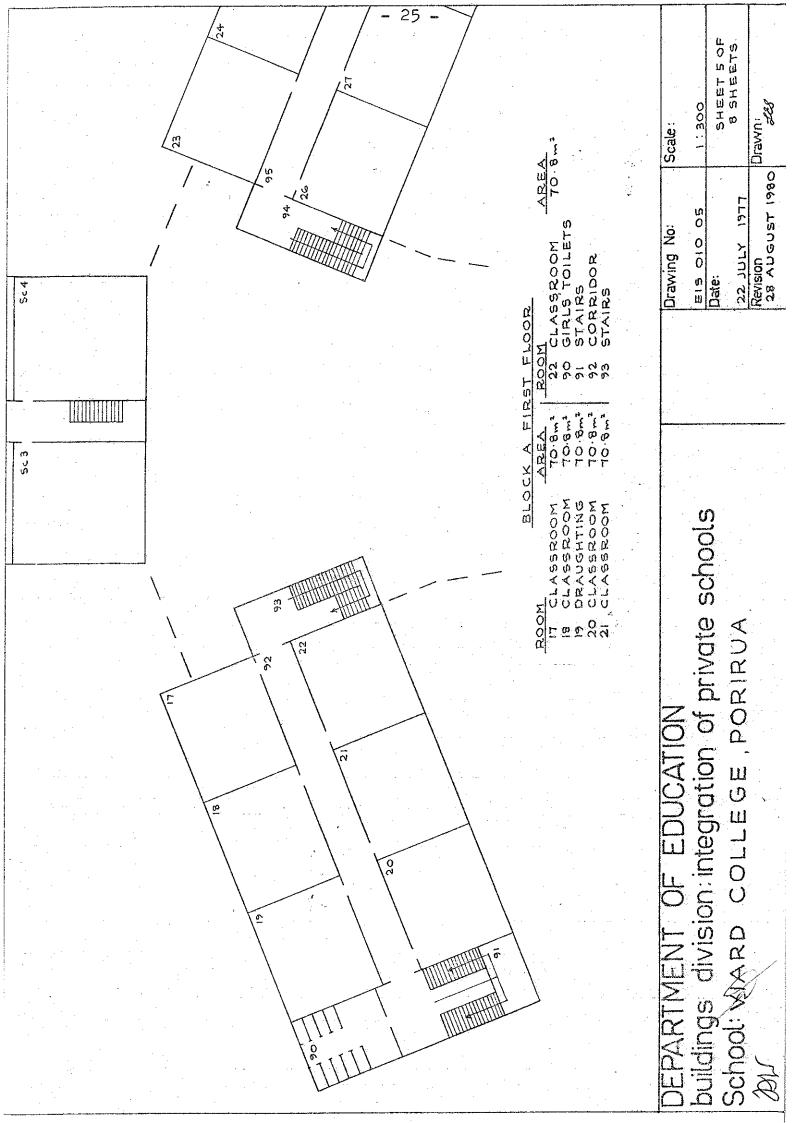
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<pre>Main Block Library/Classroom Wing \[\text{Dept. to meet one-third cost} \] \[\text{third cost} \] \[\text{Library/Classroom Wing} \text{Supplies of third cost} \] \[Library/Classroom Wing Wing/Classroom Wing Wing/Classroom Wing Wing/Classroom Wing Wing/Classroom Wing Wing/Classroom Wing/Classroom Wing Wing/Classroom Wing Wing/Classroom Wing/Classro</pre>			×	×
BUILDING REQUIREMENTS Reduce number of girls and boys wc pans to state school code.	the Art of the first standard and the st		×	

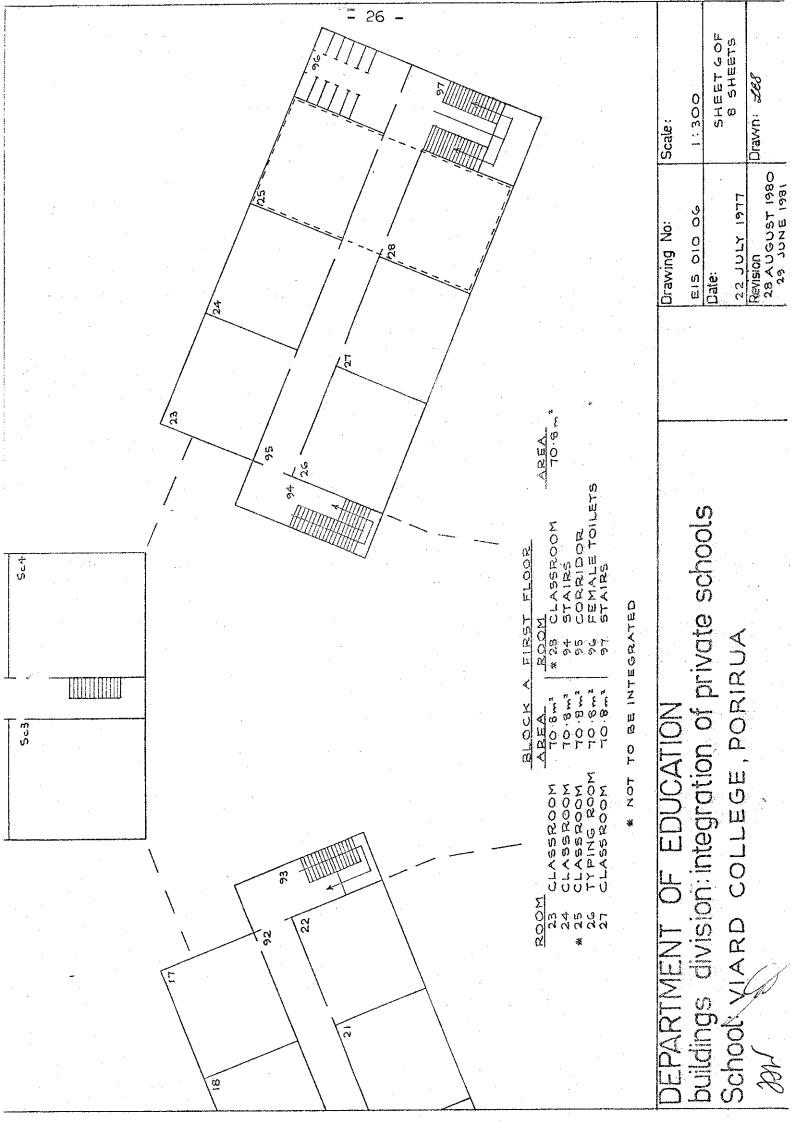
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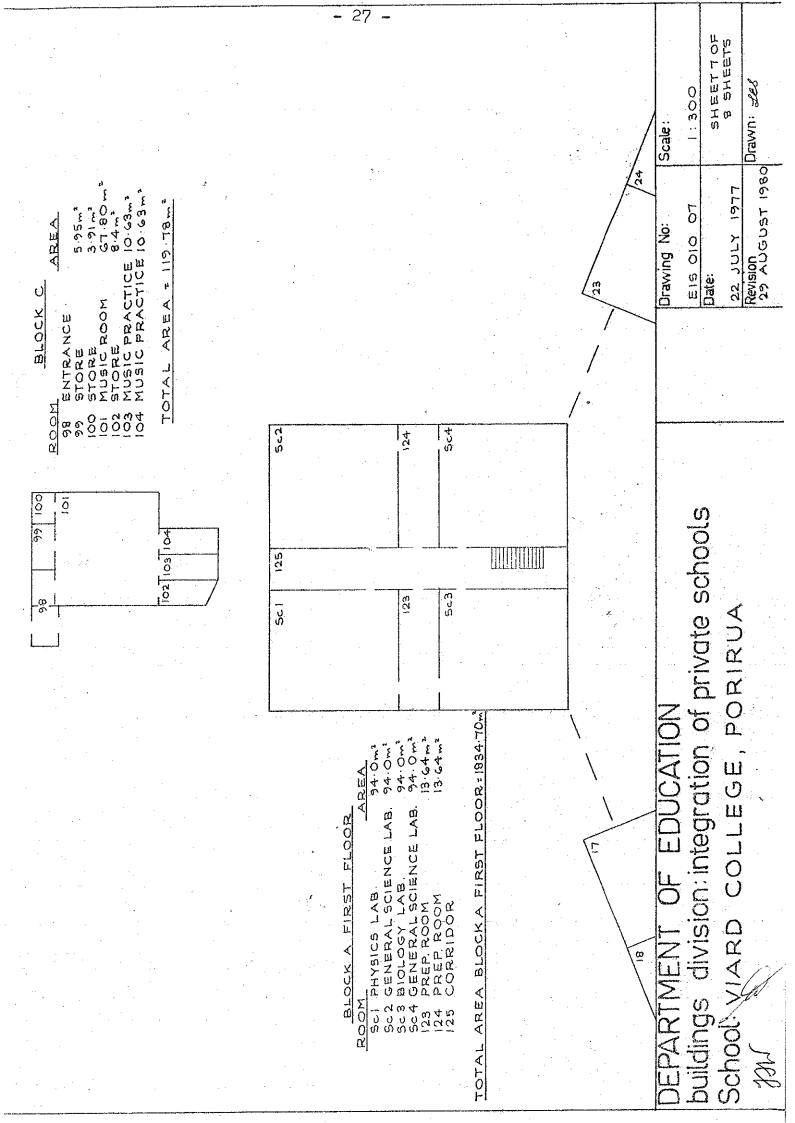


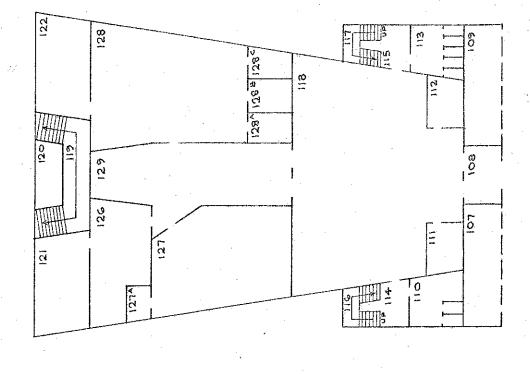












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ROOM 107 S	•	120 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	122222 22222 22222 22222 22222 22222 2222

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	22 JULY 1977	S SHEETS
	Revision 28 AUGUST 1980	Drawn: 1288
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FIFTH SCHEDULE

Schedule of Staffing Appointments to Intermediate Department. of

V_I A R D College

under Section 65 (1) (c) of the Private Schools Conditional Integration Act 1975 being special positions relating to the Special Character of the School

Total Staff Entitlement of Intermediate Department	Head of Intermediate Department to be appointed under Section 65 (1) (c)	Number of other teachers to be appointed under Section 65 (1) (c)
Col. 1	<u>Col.2</u>	<u>Col.3</u>
1	1	- .
2	· 1	1
3	1	1
4	1	1
5	1	2
6	1	2
7	1	3
8	1	3
9	1	4
10	1	4
11	1	5
12	1	5
13	1	6
14	1	6
15	1	7
16	1	7
17	1	8
18	1	8
19	1	9
20	1	a

NOTE: The above schedule is for use when the staffing entitlement of the School alters at any time during the currency of this Deed of Agreement to enable the parties hereto by reference to the total staffing entitlement of the School in Column 1 to determine the number of teaching positions at the School which in terms of Section 65 (1) (c) of the Private Schools Conditional Integration Act 1975 and the relevant clauses of this Deed of Agreement carry a responsibility for Religious instruction and require a willingness and ability to take part in Religious instruction. This Schedule is to be read from left to right.

At the effective date of this Deed of Agreement, the Intermediate Department of the above-named College has a staffing entitlement of Ten (10) teachers.

(h)