

**SUPPLEMENTARY DEED OF AGREEMENT**

**MARIST-HOLY CROSS SCHOOL, MIRAMAR**

**THIS DEED OF AGREEMENT** is made on the *25th* day of *March* One thousand nine hundred and ninety *six* (1996) **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** By Deed of Agreement bearing date the 1 day of March One thousand nine hundred and eight three (1983) 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 **Marist-Holy Cross School, MIRAMAR** 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 vary the maximum roll of the school.
- (3) To replace the First, Second, Third and Fourth schedules and the Plan attached to the Second Schedule with new Schedules and a new Plan.
- (4) To rename the School.

**NOW THIS DEED OF AGREEMENT WITNESSETH THAT IT IS HEREBY COVENANTED AGREED AND DECLARED BY AND BETWEEN 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 Integration 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 the words "four hundred and ten (410)" in the sixth line of **Clause 8** of the Deed of Agreement and substituting the words "three hundred and forty (340)" therefor.

3.4 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."

3.5. 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".

3.6 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."

- 3.7 By deleting **Clause 19** from the Deed of Agreement.
- 3.8 By deleting from **Clause 24** the words "the School Committee and/or".
- 3.9 By deleting **Clause 27** from the Deed of Agreement.
- 3.10 By deleting from **Clause 30** the words "and Clause 27" and the words "under the same Controlling Authority".
- 3.10.1 By deleting from **Clause 30** the words "the Controlling Authority" and substituting therefor the words "the Minister".
- 3.11 By deleting the **First, Second, Third and Fourth Schedules** and the **Plan** annexed to the Second Schedule of the Deed of Agreement and substituting therefor the Schedules and the Plan annexed 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 respects the Deed of Agreement is confirmed.
- 5. THAT** the Integration Agreement be further amended by deleting the name **Marist-Holy Cross School, Miramar** as it appears in Recital A and subsequently and replace with the name Holy Cross School, Miramar.

*Handwritten initials: JWS*

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

SIGNED by THOMAS STAFFORD WILLIAMS  
THE ROMAN CATHOLIC ARCHBISHOP OF  
THE ARCHDIOCESE OF WELLINGTON

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

*Thomas S. Williams*

*John O'Neill*  
*Catholic Priest*  
*88 Hobson St*  
*Wellington*

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 Manchester*  
*53 Creswick Terrace*  
*Wellington 5*

## SCHEDULES

New First Schedule

### 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 Archbishop of the Archdiocese of Wellington situate in Para Street and Miramar Avenue, Wellington, being known as **Marist-Holy Cross School, Miramar, Wellington**, and being more particularly described as follows and delineated in green on the plan forming part of the **Second Schedule** hereto.

**FIRSTLY** All that freehold parcel of land containing 1323 square metres more or less situate in the City of Wellington being Lot 1 Deposited Plan 58498 and being all the land in Certificate of Title Volume 29B Folio 280 (Wellington Registry).

SUBJECT TO :

1. Mortgage 250373.2 to Housing Corporation

**SECONDLY** All that freehold parcel of land containing 1581 square metres more or less situate in the City of Wellington being Lot 2 Deposited Plan 58498 and being all the land in Certificate of Title Volume 29B Folio 281 (Wellington Registry).

SUBJECT TO :

1. Fencing covenant in Transfer 109142
2. Mortgage 250373.2 to Housing Corporation
3. Easement Certificate 771119.2

**THIRDLY** All that freehold parcel of land containing 1194 square metres more or less situate in the City of Wellington being Lot 3 on Deposited Plan 58498 and being all the land in Certificate of Title Volume 29B Folio 282 (Wellington Registry).

SUBJECT TO :

1. 109142 Fencing Covenant
2. Mortgage 250373.2 to Housing Corporation
3. Easement Certificate 771119.2

**FOURTHLY** All that freehold parcel of land containing 996 square metres more or less situate in the City of Wellington being Lot 4 Deposited Plan 58498 and being all the land in Certificate of Title Volume 29B Folio 282 (Wellington Registry).

SUBJECT TO :

1. Fencing covenant in Transfer 109142
2. Mortgage 250373.2 to Housing Corporation
3. Easement Certificate 771119.2

**FIFTHLY** All that freehold parcel of land containing 1675 square metres more or less situate in the City of Wellington being Lot 2 on Deposited Plan 70902 and being all the land in Certificate of Title Volume 40A Folio 965 (Wellington Registry).

SUBJECT TO :

1. B.202817.4 Mortgage to the Housing Corporation.

**SIXTHLY** All that freehold parcel of land containing 576 square metres more or less situate in the City of Wellington being part Section 10 Watts Peninsula District and being also Lot 5 on Deposited Plan 9011 and being all the land in Certificate of Title Volume 497 Folio 255 (Wellington Registry).

**SEVENTHLY** All that freehold parcel of land containing 1152 square metres more or less situate in the City of Wellington being part Section 10 of the Watts Peninsula District and being also Lots 6 and 7 on Deposited Plan No. 9011 and being all the land Certificate of Title Volume 723 Folio 67 (Wellington Registry).

**EIGHTHLY** All that freehold parcel of land containing 1487 square metres more or less being part of Section 10 of the Watts Peninsula District and being Lot 107 on deposited Plan No. 1463 and being all the land in Certificate of Title Volume 194 Folio 48 (Wellington Registry).

SUBJECT TO :

The covenant as to fencing contained in Transfer 83393.

**NINTHLY** All that freehold parcel of land containing 2405 square metres more or less situate in the City of Wellington being part Section 10 of the Watts Peninsula District and being also Lot 2 on Deposited Plan 34031 and being all the land in Certificate of Title Volume 10D Folio 1236 (Wellington Registry).

SUBJECT TO :

Fencing covenant in Transfer 158185.

There are debts owing by the Proprietor to :

1. The Archdiocesan Development Fund of the Archdiocese of Wellington and the Diocese of Palmerston North.
2. The Bank of New Zealand.

*Handwritten signature*  
at.



New Second Schedule

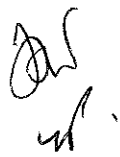
**SECOND SCHEDULE**

**HOLY CROSS SCHOOL, MIRAMAR.**

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 **SAVE AND EXCEPT** the land and improvements thereon more particularly delineated in blue on the said plan **TOGETHER WITH** a reservation in favour of those excepted portion of full rights of access inter se and ingress and egress from and to those excepted portion and Para Street, Miramar



New Third Schedule

"THIRD SCHEDULE

**HOLY CROSS SCHOOL, MIRAMAR**

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 Ministry of Education standards.

Provide by new construction or remodelling :

- |    |                   |                   |
|----|-------------------|-------------------|
| 1. | Staff room        | 28m <sup>2</sup>  |
| 2. | Staff kitchen     | 4.5m <sup>2</sup> |
| 3. | Casualty/Sickroom | 9m <sup>2</sup>   |
| 4. | Resource/Workroom | 12m <sup>2</sup>  |

*JW*  
*up*

SCHEDULE

New Fourth Schedule

"FOURTH SCHEDULE

Schedule of staff appointments to Holy Cross School, MIRAMAR, 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 the 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  
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"

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