

205

SUPPLEMENTARY DEED OF AGREEMENT

MARIST-HOLY CROSS SCHOOL, MIRAMAR

THIS DEED OF AGREEMENT is made on the 25th day of November  
One thousand nine hundred and eighty-six (1986)

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  
1st day of March 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. Following the enactment of the Private Schools  
Conditional Integration Amendment Act 1986 the  
Proprietor and the Minister are now agreed on the  
need to amend the Deed of Agreement for the School  
pursuant to Section 7(9) of the Private Schools  
Conditional integration Act 1975.

NOW THIS DEED OF AGREEMENT WITNESSETH THAT IT IS HEREBY  
COVENANTED AGREED AND DECLARED BY AND BETWEEN THE PARTIES  
HERETO AS FOLLOWS:

1. THAT Clause 17 of the Deed of Agreement be deleted  
and the following clause substituted in its place:-

17. Whenever there is a position at the School  
designated as deputy principal or assistant principal  
and the appointee is also to be responsible for  
supervising junior classes it is agreed pursuant

to Section 65(1)(d) of the Private Schools Conditional Integration Act 1975 as amended by the Private Schools Conditional Integration Amendment Act 1986 that the Controlling Authority of the School shall state in any advertisement for that position 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 these positions shall accept these requirements as a condition of appointment. If a person is so appointed as assistant principal these requirements shall continue to be binding on that person if subsequently appointed deputy principal at the school while still retaining the responsibility for junior classes **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 (if any) to which these requirements are a condition shall be determined in accordance with the then current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder and as is more particularly described in the **Fourth Schedule** hereto.

2. **THAT** Clause 19 of the Deed of Agreement be deleted and the following clause substituted in its place:-

19. Whenever there is a position at the School designated as deputy principal or assistant principal and the person so appointed is also to have responsibility for supervising senior classes it is agreed pursuant to Section 66 of the Private Schools Conditional Integration Act 1975 as amended by the Private Schools Conditional Integration Amendment Act 1986 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 the advertisement for the position of deputy



principal or assistant principal shall state that possession of these capabilities shall be a condition of appointment. Any person so appointed to the position of deputy principal or assistant principal shall accept these 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 position (if any) to which these requirements are a condition shall be determined in accordance with the then current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder and as is more particularly described in the Fourth Schedule hereto.

3. **THAT** the Fourth Schedule of the Deed of Agreement is hereby amended in the following manner:-

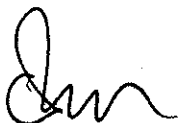
(i) By deleting the heading above Column 4 and substituting the following:-

Deputy Principal - Assistant Principal with responsibility for Junior Classes appointed subject to the provisions of Section 65(1)(d) of the Private Schools Conditional Integration Act 1975 as amended by the Private Schools Conditional integration Amendment Act 1986.

Number of Staff to be so Appointed

(ii) By deleting the heading above Column 6 and substituting the following:-

Deputy Principal with responsibility for Senior Classes appointed subject to the provisions of Section 66(1) of the Private Schools Conditional Integration Act 1975 as amended by the Private Schools Conditional Integration Amendment Act 1986 or Assistant Principal with responsibility for Senior Classes appointed under Section 66(2) and (3) of the Private Schools Conditional Integration



Act 1975 as amended by the Private Schools  
Conditional Integration Amendment Act 1986.

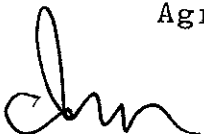
Number of Staff to be so Appointed

- (iii) By deleting the word "under" and substituting the words "subject to the provisions of" in the headings above Columns 2, 3 and 5.
- (iv) Note 1 at the foot of the Fourth Schedule is hereby deleted and the following Note substituted:-

**Note 1**

The above Schedule has been prepared 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) hereof to determine the number of teaching positions at the School which in terms of Section 65(1)(a) (b) and (c) of the Private Schools Conditional Integration Act 1975 and Sections 65(1)(d) of the Private Schools Conditional Integration Amendment Act 1986 and Clauses 14, 15, 17 and 18 of this Deed carry a responsibility for Religious instruction and require a willingness and ability to take part in Religious instruction or in terms of Section 66(1) (2) and (3) of the Private Schools Conditional integration Amendment Act 1986 require a particular capability in the teacher as described in **Clause 19** of the Deed of Agreement. The Schedule to be read from left to right.

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



IN WITNESS WHEREOF these presents have been executed the day and 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*

*P. Gallagher*  
*Director*  
*Catholic Education Office*  
*Wellington*

SIGNED for and on behalf of  
HER MAJESTY THE QUEEN by  
CEDRIC RUSSELL MARSHALL  
Minister of Education in  
the presence of:

*C Marshall*

*Kevin Brown*

KEVIN BROWN PRIVATE SECRETARY MINISTER OF EDUCATION PARLIAMENT BUILDINGS
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