

## SUPPLEMENTARY DEED OF AGREEMENT

### HOLY TRINITY CATHOLIC PRIMARY SCHOOL, TAKANINI, AUCKLAND

THIS DEED OF AGREEMENT is made on the 25<sup>th</sup> day of July two thousand and seventeen (2017) BETWEEN **THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF AUCKLAND** a "corporation Sole" (hereinafter with its 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 8<sup>th</sup> day of December, two thousand and fifteen (2015) 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 **Holy Trinity Catholic Primary School, Takanini** as an integrated school (hereinafter referred to as "the School").
- B The Proprietor and the Minister are now agreed on the need to amend Clause 20 of the Deed of Agreement pursuant to section 423(3) of the Education Act 1989.

**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 wording in Clause 20 of the Deed of Agreement be deleted and replaced with "The position of Deputy Principal, however described, at the School is agreed pursuant to section 467 of the Education Act 1989 to be a special position that required 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."
2. **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 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 BISHOP PATRICK DUNN  
THE ROMAN CATHOLIC BISHOP OF  
THE DIOCESE OF AUCKLAND**

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



**M-A McKAY  
PERSONAL ASSISTANT.....  
AUCKLAND**



Signed by  
Group Manager, Ministry of Education  
pursuant to authority delegated by  
the Minister of Education acting  
on behalf of **HER MAJESTY THE QUEEN**  
in the presence of:

*Shane Coleman*  
*Senior Advisor*  
*Wellington*