

SUPPLEMENTARY DEED OF AGREEMENT

MARIST SISTERS' COLLEGE, MT ALBERT

THIS DEED OF AGREEMENT is made on the *24th* day of *August* One thousand nine hundred and ninety four (1994) BETWEEN THE MARIST SISTERS OF NEW ZEALAND TRUST BOARD a body corporate registered under the Religious Charitable and Education Trust Act 1908 (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 13 October 1981 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 Sisters' College, Mt Albert**, 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, and
- (2) To replace the Third Schedule with a new Schedule.

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

1. THAT any reference to the Board of Governors shall be deemed to be a reference to the Board of Trustees.

J.M.
M.S.
W.L.

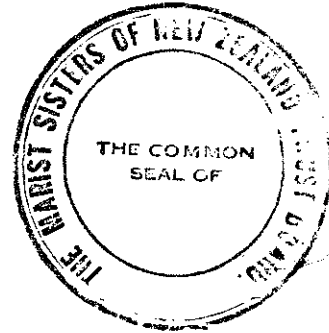
2. THAT any reference to the Director General or the Regional Superintendent of Education shall be deemed to be a reference to the Secretary of Education.
3. THAT the Integration Agreement be amended as follows:
- 3.1 By amending **Clause 3(d)** by adding after the word "hereto" the second time it occurs, 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 subclauses (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 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."

- 3.4 By deleting from **Clause 15** the words "as established by Regulations made under the Education Act 1964" and substituting the words "as established pursuant to the Education Act 1989" therefor.
- 3.5 By adding after the words "Deputy Principal" in the first line of **Clause 19** the words "however described"
- 3.6 By deleting **Third Schedules** to the Deed of Agreement and substituting the Schedule attached 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 other respects the Deed of Agreement is confirmed.

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

THE COMMON SEAL of the MARIST)
SISTERS OF NEW ZEALAND TRUST)
BOARD was hereto affixed by)
and in the presence of:)



J. L. Massey.....Trustee

M. Harford.....Trustee

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 Tce
Wellington 5

MARIST SISTERS' COLLEGE, MT ALBERT

THIRD SCHEDULE

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.

AGREED PHASING OF WORK TO BE COMPLETED BY:

BLOCK	1/7/94	1/7/95	1/7/96	1/7/97
BLOCK 3				
BLOCK 5			X	
BLOCK 6			X	

Strengthen end moment frames to sufficient capacity to support seismic induced lateral loads with 15 years

BLOCK 5
Structural:
Strengthen moment frame to sufficient capacity to resist seismic loads. Work to be carried out within 25 years

BLOCK 6
Fire Protection
Provide a 2 hour fire resistant rated sliding door fitted with fusible link between Blocks 4 and 6 at upper first floor.

FURNITURE AND EQUIPMENT

Provide furniture and equipment to state standards in the following areas:

- Library
- Art and Craft
- Music Room

- Areas 3 and 4
- Area 26
- Area 33

X
X
X

Handwritten notes:
9/11/92
M

MARIST SISTERS COLLEGE, MT ALBERT

BUILDING REQUIREMENTS

Provide by new construction or remodelling, the following:

- Art and Craft Room of 105m²
- Art and Craft Store of 21m²
- Art and Craft Project Store of 19²
- Library of 175m² (includes workshop)
- Outside PE Store of 19m²
- Music Resource of 23m²
- Music Practice Rooms, 1 x 7.5m², 1 x 11m²

AGREED PHASING OF WORK TO BE COMPLETED BY
 1/7/94 1/7/95 1/7/96 1/7/97

- Principal's Office of 19m² X
- Deputy Principal's Office of 11m² X
- Senior Mistress' Office of 11m² X
- HOD/PR rooms 5 x 7.5m² X
- School Office of 19m² X
- Bookroom of 23m² X
- Casualty/sickroom of 9m² X
- Staff Rest Room of 4.5m² X
- Timetable Room of 14m² X
- Interview Room of 9.5m² X
- Resource Room of 47m² X
- Maths Workshop of 14m² X
- Language Store of 9.5m² X
- Maintenance Staffroom of 19m² X

- Store Workshop of 19m²
- Dangerous Good Store of 9m²
- Kiln Shed of 10m²

X
X
X

Sanitary Towel Disposal Facility in female staff toilet

X

Handwritten notes:
 10/2/94
 M. J. M.
 M.