

SUPPLEMENTARY DEED OF AGREEMENT

POMPALLIER COLLEGE, WHANGAREI

THIS DEED OF AGREEMENT is made on the 17th day of *May*
One thousand nine hundred and ninety five (1995) **BETWEEN**
THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF AUCKLAND 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 30 June 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 **Pompallier College, Whangarei**, 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.
- (3) To delete references to Boarding Pupils.

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



1. **To** delete Recital B and replace it with the following: The School is a Roman Catholic Secondary School for boys and girls from Form Three (III) to Form Seven (VII) with an attached Intermediate Department for boys and girls offering Education with a Special Character.

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

3. **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.

4. **THAT** the Integration Agreement be amended as follows:

4.1 By deleting paragraphs (i) and (iv) of the proviso to **Clause 3(b)**

4.2 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"

4.3 By deleting **Clause 3(i)**.

4.4 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."

- 4.5 By deleting the words "four hundred and forty eight (448)" pupils in the fifth line of **Clause 8** of the Deed of Agreement and substituting therefor the words "four hundred and seventy (470) pupils in Forms III - VII and one hundred and sixty (160) pupils in Forms I - II" therefor.
- 4.6 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 and the Controlling Authority in classifying such pupils so enrolled shall endeavour to reasonably distribute them through the range of classes offered by the School."
- 4.7 By deleting from **Clause 16** 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.

4.8 By adding after the words "Deputy Principal" in the first line of **Clause 19** the words "however described"

4.9 By deleting the **Third Schedule** to the Deed of Agreement and substituting the Schedule attached hereto.

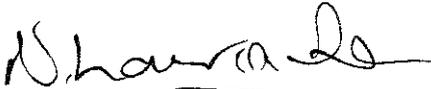
5. **THAT** the covenants conditions and restrictions contained and implied in the Deed of Agreement shall be read and construed subject to the modifications herein contained but in all other respects the Deed of Agreement is confirmed.



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

SIGNED by BISHOP PATRICK DUNN,
THE ROMAN CATHOLIC BISHOP OF
THE DIOCESE OF AUCKLAND in the
presence of:

+ 


Neil Lawson
Appt. 9A.
37-39 Federal St,
Auckland

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:



Judith Manchester
53 Coeswick Terrace
Wellington 5

