

## SUPPLEMENTARY DEED OF AGREEMENT

### SACRED HEART COLLEGE, NAPIER

THIS DEED OF AGREEMENT is made on the 15 day of February  
One thousand nine hundred and ninety five (1995) <sup>M.H.H. SIX 6 M.H.H.C.</sup> BETWEEN THE INSTITUTE DE  
NOTRE DAME DES MISSIONS TRUST BOARD a Body Corporate (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 29th day of March, One thousand nine hundred and eighty 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 **Sacred Heart College, Napier** 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 replace the Plan attached to the Second Schedule with a new Plan.
  - (3) 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.

*M. M. M. e.  
C.M.K.*

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 subclause (b) 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 1974 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

*Mr. ...*  
*...*

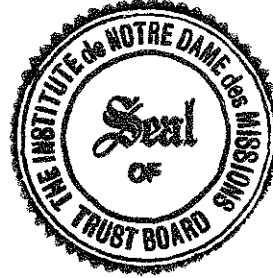
reasonably distribute them through the range of classes offered by the School."

- 3.4 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.
  - 3.5 By adding after the words "Deputy Principal" in the first line of **Clause 19** the words "however described".
  - 3.6 By deleting the Plan annexed to the Second Schedule and substituting therefor the Plan attached hereto.
  - 3.7 By deleting the Third Schedule and substituting therefor 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.

*M. M. M.  
BY K.*

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

The common seal of THE  
INSTITUTE DE NOTRE DAME  
DES MISSIONS TRUST BOARD



was hereto affixed in the presence of:

*M. M. McLeod* Trustee  
*Province leader.*

*Tom Kearney* Trustee  
*Province leader.*

**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 Creech Terrace*  
*Wellington 5*

## SCHEDULE

## New Third Schedule

**"THIRD SCHEDULE****SACRED HEART COLLEGE, NAPIER****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 the work is to be carried out by competent tradesmen or in a workmanlike manner to Ministry of Education standards:

P.E. Store of 12.5 M<sup>2</sup>  
 P.E. Changing - 2 x 40 M<sup>2</sup>  
 Equipment Bay 28 M<sup>2</sup>  
 Staff Rest Room 4.5 M<sup>2</sup>  
 Staffroom 56 M<sup>2</sup>  
 Caretaker area of 7 M<sup>2</sup>  
 Resource Rooms 47 M<sup>2</sup>  
 3 W.C. 's  
 4 shower units for pupils  
 W.C. plus shower unit for female staff toilet  
 Gymnasium 557 M<sup>2</sup>  
 Equipment Bay 28 M<sup>2</sup>  
 Weight Training 9.5 M<sup>2</sup>  
 Outside P.E. store 19 M<sup>2</sup>  
 Foyer 30 M<sup>2</sup>

The above to be completed before July 1997."

*M. M. M.  
 B. H. M.*