

SUPPLEMENTARY DEED OF AGREEMENT

ST JOSEPH'S MAORI GIRLS COLLEGE, GREENMEADOWS

THIS DEED OF AGREEMENT is made on the *17th* day of *March*
One thousand nine hundred and ninety five (1995) **BETWEEN THE INSTITUTE DE
NOTRE DAME DES MISSIONS TRUST BOARD** a "Body Corporate" (hereinafter
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 12th day of September, One thousand
nine hundred and eighty two (1982) 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 St Joseph's Maori Girls College, Greenmeadows }
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 Third 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.
- 2.** **THAT** any reference to the Director General or the Regional

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Superintendent of Education shall be deemed to be a reference to the Secretary of Education.

3. THAT the Integration Agreement be further amended as follows:

3.1 By adding to the end of **Clause 3(b) (iv)** the words "The Proprietor may require the Board of Trustees to pay a reasonable fee to the Proprietor as a condition of such use."

3.2 By deleting the last sentence of **Clause 3(i)**: "In the case boarding establishment."

3.3 The first sentence of **Clause 5** is to read:

"The Special Character of the School is that it is a Roman Catholic Secondary Boarding and Day School established principally but not exclusively for Maori girls in which the Maori language, culture and traditions are promoted, and further, such promotion would include an acknowledgement and awareness of the articles of the Treaty of Waitangi."

3.4 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."

(c) **THE** Proprietor has the right at its sole discretion to determine the Controlling Authority of the Proprietor's boarding establishment.

M. A. M.

- 3.5. By deleting subclause (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 Conditional 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."
- 3.6 By deleting from **Clause 14** the words from the end of line 4 to the end of line 12: "and shall, provided to the Board of Governors)".
- 3.7 By deleting **Clause 15**.
- 3.8 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.
- 3.9 By adding after the words "Deputy Principal" in the first line of **Clause 19** the words "however described".
- 3.10 By deleting the Third Schedule to the Deed of Agreement and substituting the Schedule attached hereto.
- 4.** **THAT** the covenants conditions and restrictions contained and implied in

*M. A. M.
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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. A. M
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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 hereunto affixed



by and in the presence of:

S. Hurley R.N.D.M. Trustee
(Provincial Assistant)

M. A. Monaghan Trustee
R.N.D.M.
(Provincial Assistant)

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**

Kathy Phillips

in the presence of

Judith Manchester
53 Creswick Terrace
Wellington 5

SCHEDULE**New Third Schedule****"THIRD SCHEDULE****ST JOSEPH'S MAORI GIRLS' COLLEGE****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:

Library (including workroom)	175 M ²
Bulk Chemistry Store	17 M ²
Typing Room	79 M ²
Typing Store	4.5 M ²
Gymnasium	334 M ²
P.E. Store	12.5 M ²
Clothing Store	10 M ²
Gymnasium Store	19 M ²
P.E. Changing Rooms	40 M ²
HOD/PR Rooms	3 x 7.5 M ²
Staffroom	56 M ²
Staff Restroom	4.5 M ²
1 Shower for Male Staff	
1 Shower for Female Staff.	

The above to be completed before July 1997.

*M. G. M.
C.P.*