

**SUPPLEMENTARY DEED OF AGREEMENT**

**ST MARY'S COLLEGE, AUCKLAND**

THIS DEED OF AGREEMENT is made on the *fourth* day of *November* One thousand nine hundred and ninety four (1994) BETWEEN THE SISTERS OF MERCY (ROMAN CATHOLIC DIOCESE OF AUCKLAND) TRUST BOARD a body corporate registered under the Charitable Trusts Act 1957 (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 **11 November 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 Mary's College, Auckland**, 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 amend **Clause 14** and delete **Clause 15** to take account of changes in control and administration of the Proprietors' Boarding Establishment.

*W.S.* *J.L.*  
75

**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 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 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.

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JP JL  
78

"(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 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."

3.4 By deleting the existing **Clause 14** and replacing it with the following:

**"14. An** advertisement for the position of Principal of the School shall in accordance with Section 65 (1)(a) of the Private Schools Conditional Integration Act 1975 state that a willingness and ability to take part in Religious instruction appropriate to the Special Character of the School shall be a condition of appointment. Any person so appointed to the position of Principal shall accept these requirements as a condition of appointment. The Principal so appointed shall accept and recognise a responsibility to maintain and preserve the Special Character of the School."

- 3.5 By deleting **Clause 15** from the Deed of Agreement.
- 3.6 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.
- 3.7 By adding after the words "Deputy Principal" in the first line of **Clause 20** the words "however described."
- 3.8 By deleting **Clause 33** from the Deed of Agreement.
- 3.9 By deleting the **Third Schedule** to the Deed of Agreement and substituting the Schedule attached hereto.

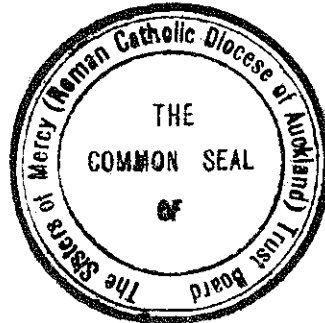
4. **THAT** the covenants conditions and restrictions contained and implied in the Deed of Agreement shall be read and construed subject to the modifications herein contained but in all other respects the Deed of Agreement is confirmed.

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

SIGNED by  
THE COMMON SEAL OF THE SISTERS  
OF MERCY (ROMAN CATHOLIC DIOCESE  
OF AUCKLAND) TRUST BOARD

was hereto affixed by and in the presence of:-



Judith Leydon

Trustee

Frances Stewart

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:

Judith Manchester  
53 Creswick Terrace  
Wellington 5

*Kathy Phillips*

THIRD SCHEDULE

**ST MARY'S COLLEGE, PONSONBY**

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.

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AGREED PHASING OF WORK TO BE COMPLETED BY:

1/7/94      1/7/95      1/7/96      1/7/97

**BLOCK A**

Structural

Lower floor

Replace or secure glazing

Brace roof plane of canopy

Provide additional brick ties

Upper floor

Secure trusses to the wall plates

Provide additional brick ties

Provide additional support to rod beams  
in link walkway

X

Electrical

Repair conduit carrying ELV (extra low voltage)  
cables

Fix conduit clear of water channels

**BLOCK B**

Linkways 12 and 22

Provide new roofing with falls to prevent water  
ingress to 'B' Block

Structural

Secure block partitioning

X

AGREED PHASING OF WORK TO BE COMPLETED

1/7/94      1/7/95      1/7/96      1/7/97

**BLOCK C**

Structural

Investigate securing of brick veneer, replacement of veneer timber backing at high level and structural upgrading.

X

**BLOCK E**

Structural

Secure link structure to Block F

X

**BLOCK H**

Structural

Upgrade cubicle supports to MWD standards

Provide by new construction or remodelling the following:

Typing room		79m <sup>2</sup> )	
Typing store		4.5m <sup>2</sup> )	
Music practice room	2 X	7.5m <sup>2</sup> )	
Music store		9.5m <sup>2</sup> )	
Advanced laboratory		84m <sup>2</sup> )	X
Preparation room		11.5m <sup>2</sup> )	
Studyroom		47m <sup>2</sup> )	
Senior mistress office		11m <sup>2</sup> )	
PR/HOD office		9.5m <sup>2</sup> )	
Duplicating room	4 X	7.5m <sup>2</sup> )	
Bookroom		19m <sup>2</sup> )	
Staff restroom		4.5m <sup>2</sup> )	
Caretakers room		6.5m <sup>2</sup> )	
Maintenance staffroom		19m <sup>2</sup> )	
Store/workshop		19m <sup>2</sup> )	
Dangerous goods store		)	

*Handwritten initials and signature*

Toilets and Showers

- 4 WC pans
  - 1 STDU
  - 1 WC pan, 1 WHB, 1 shower (male staff)
  - 1 WC pan, 1 WHB, 1 urinal (male public)
  - 2 WC pans and 1 WHB (female public)
  - 4 shower sprays for pupils
- )  
)  
)  
)  
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AGREED PHASING OF WORK TO BE COMPLETED  
1/7/94      1/7/95      1/7/96      1/7/97

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