

SUPPLEMENTARY DEED OF AGREEMENT

ST CATHERINE'S COLLEGE, KILBIRNIE

THIS DEED OF AGREEMENT is made on the *12th* day of *September* One thousand nine hundred and ninety *four* (1994) BETWEEN THE SISTERS OF MERCY (WELLINGTON) 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 26 day of March, One thousand nine hundred and eighty-three (1983) as varied by any subsequent supplementary agreements (hereinafter referred to as "Deed of Agreement"), the Minister and the Proprietor pursuant to section 7 (2) of the Private Schools Conditional Integration Act 1975 established St. Catherine's College, KILBIRNIE 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 Plan annexed to the Second Schedule with a new Plan and to replace the Third Schedule with a new Schedule.

*up
6/11/89
PbV*

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 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."

Handwritten signature/initials:
PbV

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 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."

3.4. 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 18 the words ", however described,".

3.6. By deleting the Plan annexed to the Second Schedule of the Deed of Agreement and substituting therefor the Plan annexed hereto.

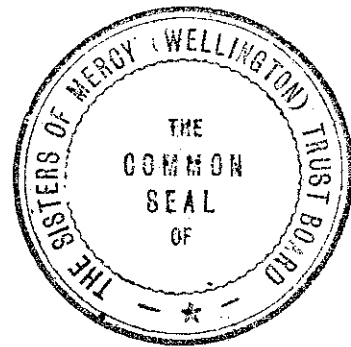
3.7. By deleting Third Schedules to the Deed of Agreement and substituting the Schedule attached hereto.

with
GWB
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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.

SIGNED by
THE COMMON SEAL of THE SISTERS
OF MERCY (WELLINGTON) TRUST
BOARD was hereunto affixed by and in the presence of :-



Ethel M. Biggell Trustee

Patricia S. Vaughan Trustee

Mary S. Grounly Witness

SIGNED by KATHY PHILLIPS
Senior Manager, National Operations
Ministry of Education pursuant
to authority delegated by the
Ministry of Education acting on
behalf of HER MAJESTY THE QUEEN
in the presence of:

Kathy Phillips

Judith Tranchesi
53 Creswick Terrace
Wellington 5

SCHEDULE

New Third Schedule

"THIRD SCHEDULE

St. Catherine's College, KILBIRNIE

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.

Art & Craft Room	105 Square Metres
Art & Craft Store	21 Square Metres
Art & Craft Project	19 Square Metres
Clothing Room	84 Square Metres
Clothing Store	10 Square Metres
Music Room	70 Square Metres
Resource Room	23 Square Metres
Music Practice	18.5 Square Metres

MP
P/6 V.
Chub