

SUPPLEMENTARY DEED OF AGREEMENT

THIS DEED OF AGREEMENT is made on the 4th day of October

One thousand nine hundred and ninety-five (1995) **BETWEEN THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF HAMILTON** 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.

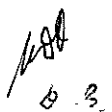
WHEREAS

A By Deed of Agreement bearing date the 25 day of September One thousand nine hundred and eighty (1980) 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 **STJOHN'S COLLEGE, HAMILTON** 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.
- (3) To replace the Third Schedule with a new Schedule.
- (4) To increase the maximum roll.

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



1. **THAT** the words "four hundred and forty (440)" in the fifth line in Clause 8 of the Deed of Agreement be deleted from that Agreement and the words "Four hundred and ninety-nine (499)" be substituted therefor.

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 further amended as follows:
 - 4.1 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".

 - 4.2 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."

 - 4.3 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 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."

- 4.4 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.
- 4.5 By adding after the words "Deputy Principal" in the first line of Clause 18 the words ", however described,"
- 4.6 By deleting the Plan annexed to the Second Schedule of the Deed of Agreement and substituting therefor the plan annexed hereto.
- 4.7 By deleting the Third Schedule to the Deed of Agreement and substituting the Schedule attached hereto.

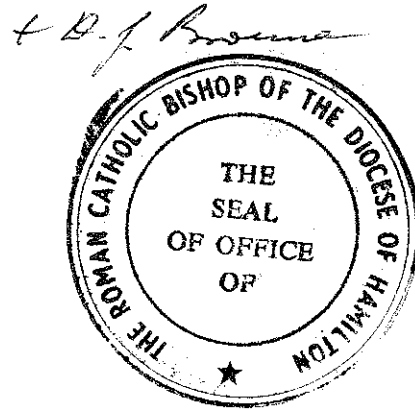
5. THAT the covenants conditions and restrictions contained and implied in the Deed of Agreement shall be read and construed subject to the modifications herein contained but in all other respects the Deed of Agreement is confirmed.

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

SIGNED BY DENIS BROWNE DD
THE ROMAN CATHOLIC BISHOP
OF THE DIOCESE OF HAMILTON

and sealed with his Seal of Office
in the presence of-

David Beattie
8. Herbert Rd
Hamilton.



SIGNED BY KATHY PHILLIPS *pp Anne O'Connell*
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

THIRD SCHEDULE

ST JOHN'S COLLEGE, HAMILTON

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 in a workmanlike manner to comply with the Building Act.

AGREED PHASING OF WORK TO BE COMPLETED BY:			
	1.7.96	1.7.97	1.7.98
Provide by new construction or remodelling as required by roll growth the following:- Teaching space of 93m ²			X

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