

THIS DEED OF AGREEMENT is made the 28 day of September One thousand nine hundred and eighty-two (1982)

BETWEEN THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF AUCKLAND 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 The Proprietor is the owner of Our Lady of the Sacred Heart School, EPSOM, (hereinafter referred to as "the School")
- B The School is a Roman Catholic Primary School for girls from new entrants to Form Two (2) and boys from new entrants to Standard Four (4) offering Education with a Special Character
- C The Minister and the Proprietor have agreed to enter into this Deed of Agreement pursuant to the Private Schools Conditional Integration Act 1975, whereby the School is to be established as an integrated School.

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 Minister and the Proprietor HEREBY AGREE that the School is to become an integrated School pursuant to the Private Schools Conditional Integration Act 1975.

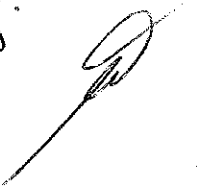
**2. THE** School's Special Character as is hereinafter described, shall incorporate the Education with a Special Character as provided in the School **AND IT IS HEREBY AGREED AND DECLARED** that the School shall at all times in the future be conducted and operated so as to maintain and preserve the School's Special Character and these presents shall be interpreted so as to maintain and preserve the Special Character of the School.

**3. ON** behalf of the Proprietor it is hereby agreed that:-


- (a) The Proprietor is the owner of all the land and improvements more particularly described in the **First Schedule** hereto (hereinafter referred to as "**the Proprietor's land**") and of which for the purposes of this Deed of Agreement, the School premises form part only. The School premises for the purposes of this Deed of Agreement being the land and improvements more particularly described in the **Second Schedule** hereto (hereinafter referred to as "**the School premises**").
- (b) The Proprietor shall set apart and appropriate as owner all the School premises and all the chattels and other assets of the Proprietor associated with the School exclusively for the purposes of the School as an integrated School, so that the Controlling Authority of the School shall have the exclusive right to the possession and use of the School premises and chattels -

**PROVIDED THAT**

- (i) At the request of the Proprietor, the School Committee may grant the use of the School premises and chattels to the Proprietor or other person or persons at any time when the School premises and chattels are not required for school purposes and the School Committee shall not unreasonably or arbitrarily withhold its consent. The School Committee may require the Proprietor or other person or persons to pay a reasonable fee to the School Committee as a condition of such use.

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- (ii) With the consent of the Proprietor, the School Committee may grant the use of the School premises and chattels to other person or persons at any time when the School premises and chattels are not required for School purposes and the Proprietor shall not unreasonably or arbitrarily withhold his consent. The School Committee may require any such person or persons to pay a reasonable fee to the School Committee as a condition of such use.
- (c) The Proprietor shall accept and meet the liability for all mortgages, liens and other charges upon the land and buildings comprising the School premises.
- (d) The Proprietor shall plan, pay for, and execute the improvements described in the **Third Schedule** hereto, to the School premises, so as to bring the School buildings and associated facilities forming part of the School premises up to the minimum standard for comparable State Schools prevailing at the effective date of this Deed of Agreement. Such improvements are to be carried out in accordance with the dates specified against such improvements in the **Third Schedule** hereto. The Proprietor shall upon completion of any improvements to the electrical services described in the **Third Schedule** hereto arrange for the local Electrical Supply Authority to inspect the School premises in terms of Regulation 45 of the Electrical Supply Regulations 1976.
- (e) The Proprietor shall plan, execute and pay for such capital works and associated facilities at the School as may be approved or required, from time to time, by the Minister pursuant to Section 40(2)(d) of the Private Schools Conditional Integration Act 1975.
- (f) The Proprietor may own or hold upon trust, and control and maintain, any land, buildings and associated facilities that, although not part of the integrated School premises in terms of this Deed of Agreement are regarded by the Proprietor as appropriate to maintain the Special Character of the School.

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- (g) The Proprietor shall insure all the buildings forming part of the School premises and the Proprietor's chattels (if any) owned or held upon trust for the purposes of the School and the other assets owned by the Proprietor for the purposes of the School against risks normally insured against, in some responsible insurance office in New Zealand, and further acknowledges the obligation on him created by Section 40(2)(h) of the Private Schools Conditional Integration Act 1975.
- (h) No person employed at the School and paid for his services in whole or in part out of moneys appropriated by Parliament, shall be paid by the Proprietor or his servants or agents any remuneration additional to that provided for by the Private Schools Conditional Integration Act 1975 or shall be granted or permitted any condition of service more favourable than that permitted in the case of a person employed in a comparable position in a State School **PROVIDED HOWEVER** that a teacher to whom the provisions of Section 71 of the Private Schools Conditional Integration Act 1975 apply, shall continue to be paid no less than the same salary, and be accorded the same status, as he received or was accorded on the day before the effective date of the integration of the School.

**4. THE** land and buildings constituting the School premises are subject to the mortgages, debts, liens, encumbrances, easements, licences, restrictions and other matters which affect the title to or enjoyment of the land and have the appurtenances or benefits attaching to the land more particularly described in the **First Schedule** hereto.

**5. THE** Special Character of the School is that it is a Roman Catholic School for girls and boys established by the Roman Catholic Bishop of the Diocese of Auckland for the Roman Catholic community of the Diocese of Auckland which promotes and supports the School and of which the School is part, to provide and to continue to provide Education with a Special Character, that is to say :-

The School is a Roman Catholic School in which the whole School community through the general School programme and in its Religious instructions and observances, exercises the right to live and teach the values of Jesus Christ. These values are as expressed in the Scriptures and in the practices, worship and doctrine of the Roman Catholic Church, as determined from time to time by the Roman Catholic Bishop of the Diocese of Auckland

**6. THE Proprietor of the School subject to the provisions of this Deed of Agreement :-**

- (a) Shall continue to have the responsibility to supervise the maintenance and preservation of the Education with a Special Character provided by the School;
- (b) Shall continue to have the right to determine from time to time what is necessary to preserve and safeguard the Special Character of the Education provided by the School and described in this Deed of Agreement;
- (c) May invoke the powers conferred upon him by the Private Schools Conditional Integration Act 1975, if in the opinion of the Proprietor the Special Character of the School as defined and described in this Deed of Agreement has been or is likely to be jeopardised or the Education with a Special Character provided by the School as defined and described in this Deed of Agreement is no longer preserved and safeguarded.

**7. (a) THE Controlling Authority of the School shall be the Education Board of the Auckland Education District as constituted pursuant to Section 15 of the Education Act 1964.**

- (b) The School shall be managed by a School Committee constituted pursuant to the provisions of Section 26 of the Private Schools Conditional Integration Act 1975. The School Committee shall consist of :-
- (i) One (1) member to be appointed by the Proprietor of the School;
  - (ii) Six (6) members to be elected by the parents of the children attending the School **PROVIDED HOWEVER** that in the event of the School roll altering at any time then the number of such members shall be fixed by ascertaining the number of members that a State School Committee would have, based on the current School roll in accordance with the provisions of the School Committees Administration Regulations 1965 and subtracting one from that number.
- (c) Any election conducted pursuant to Section 26 of the Private Schools Conditional Integration Act 1975 shall be conducted as nearly as possible in the manner prescribed by the School Committees Administration Regulations 1965 and any regulations made in amendment thereof or in substitution therefor and the provisions of those regulations shall, with any necessary modifications, be applied accordingly.
- (d) 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.

**8. THE** School had a roll of two hundred and six (206) pupils as at the 30th day of September 1981, being the year when the roll figures were last compiled. It is agreed by and between the parties hereto that the maximum roll of the School shall be one hundred and ninety five (195) pupils.

9. THE Proprietor agrees that pursuant to paragraphs (d) and (e) of Clause 3 of this Deed of Agreement he will bring the School up to the minimum standard of accommodation laid down from time to time by the Director-General for a comparable State School.

10. (a) PREFERENCE of enrolment at the School under Section 29(1) of the Private Schools Conditional Integration Act 1975 shall be given only to those children whose parents have established a particular or general religious connection with the Special Character of the School and the Controlling Authority shall not give preference of enrolment to the parents of any child unless the Proprietor has stated that those parents have established such a particular or general religious connection with the Special Character of the School.

(b) In accordance with Section 7(6)(h) of the Private Schools Conditional Integration Act 1975, unless the Proprietor and the Controlling Authority otherwise agree and subject to places being available, the number of pupils whose parents do not have a 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 ten (10) pupils out of the total roll of the School and the Controlling Authority 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.

(c) Wherever any difficulty arises related to enrolment at the School in terms of Section 54 of the Private Schools Conditional Integration Act 1975, it may be referred to the Controlling Authority of the School pursuant to the provisions of the said section.

11. IT is agreed by and between the parties hereto that as Religious observances and Religious instruction form part of the Education with a Special Character provided by the School, Religious observances and Religious instruction in accordance with the determination made from time to time by the Roman Catholic Bishop of the Diocese of Auckland shall continue to form part of the School programme in accordance with Sections 31 and 32 of the Private Schools Conditional Integration Act 1975

12. THE Proprietor, together with his servants, agents and licensees, shall, subject to the proviso to Section 40(2)(i) of the Private Schools Conditional Integration Act 1975, have at all reasonable times access to the School to ensure that the Special Character of the School is being maintained.

13. THE Proprietor, together with his servants, agents and licensees, shall have at all reasonable times access to the land and buildings of the School constituting the School premises sufficient to enable him to exercise the powers and carry out the responsibilities vested in him and imposed on him by the Private Schools Conditional Integration Act 1975 and by this Deed of Agreement.

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.

15. THERE shall be a position at the School to be designated Director of Religious Studies in accordance with Section 65(1)(b) of the Private Schools Conditional Integration Act 1975, which position shall be part of the normal

staffing entitlement of the School as established by Regulations made under the Education Act 1964 and an advertisement for that position shall 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 Director of Religious Studies shall accept these requirements as a condition of appointment. The Director of Religious Studies shall give guidance and provide effective leadership in Religious instruction and observances throughout the School **PROVIDED HOWEVER** that in the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement then the position of Director of Religious Studies shall be determined in accordance with the then current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder and as is more particularly described in the **Fourth Schedule** hereto.

**16.** A person appointed as aforesaid to the position of Director of Religious Studies at the School shall undertake such teaching duties, if any, as may be required by the Principal of the School.

**17. THERE** shall be a position at the School to be designated as Senior Teacher Junior Classes in accordance with Section 65(1)(d) of the Private Schools Conditional Integration Act 1975 and the Controlling Authority of the School in advertising the position of Senior Teacher Junior Classes shall 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 Senior Teacher Junior Classes shall accept these requirements as a condition of appointment **PROVIDED HOWEVER** that in the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement then the position of Senior Teacher Junior Classes shall be determined in accordance with the then current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder and as is more particularly described in the **Fourth Schedule** hereto.

**18. THERE** shall be one (1) other teaching position at the School which in accordance with Section 65(1)(c) of the Private Schools Conditional Integration Act 1975, shall be a position of importance carrying a responsibility for Religious instruction and an advertisement for that position shall 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 this position shall accept these requirements as a condition of appointment **PROVIDED** **HOWEVER** that in the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement then the number of teaching positions designated under Section 65(1)(c) of the Private Schools Conditional Integration Act 1975 as positions of importance carrying a responsibility for Religious instruction shall be determined in accordance with the then current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder and as is more particularly described in the **Fourth Schedule** hereto.

**19. THE** position of Deputy Principal at the School is agreed pursuant to Section 66 of the Private Schools Conditional Integration Act 1975 to be a special position that requires particular capabilities in the teacher appointed, namely to assist in planning and organising the courses and programmes at the School to ensure that they reflect the Special Character of the School and an advertisement for the position of Deputy Principal shall state that possession of these capabilities shall be a condition of appointment. Any person so appointed to the position of Deputy Principal shall accept these requirements as a condition of appointment.

**20. THE** Proprietor may with the consent of the Controlling Authority in accordance with Section 69(1) of the Private Schools Conditional Integration Act 1975 arrange for any retired teacher to undertake voluntary tasks to assist in the School with the teaching of Religious observances and Religious instruction appropriate to the Special Character of the School.

**21. IT** is agreed by and between the parties hereto that as Religious observances and Religious instruction form part of the Education with a Special Character provided by the School the Proprietor may employ any person as a Chaplain or otherwise, for the purposes of Religious observances or instruction and the provisions of Section 69(2) and (3) of the Private Schools Conditional Integration Act 1975 shall apply.

**22. THE** Proprietor of the School shall have the right to enter into an Agreement with the parents or other persons accepting responsibility for the education of a child providing that, as a condition of enrolment and attendance of that child at the School, the parents or other persons shall pay attendance dues established in respect of the School or group of Integrated Schools owned by the Proprietor or Proprietors of other Roman Catholic Integrated Schools at such rates and subject to such conditions as may be approved from time to time by the Minister, by notice in the New Zealand Gazette in accordance with Section 36 of the Private Schools Conditional Integration Act 1975.

**23. THE** School is a Primary School for girls from new entrants to Form Two (2) and boys from new entrants to Standard Four (4) and shall remain so until such time as an agreement to a change in this organisation of the School is reached between the Proprietor and the Minister and the parties hereto enter into a supplementary Deed of Agreement to give effect thereto.

**24. WHERE** any of the costs associated with the conduct of the Proprietor's land and buildings that are not part of the School premises cannot be separated from the costs associated with the operation of the School premises, the Proprietor and the School Committee and/or the Controlling Authority shall contribute to such costs according to their respective use of the services and facilities.

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25. **IT** is acknowledged by and between the parties hereto pursuant to **clause 24** hereof that certain of the services and facilities on or serving the Proprietor's land and buildings and other improvements thereon are used in common for the purpose of the School premises and as is more particularly delineated on the plan forming part of the **Second Schedule** hereto. In particular, the water supply, the power supply and the sewerage and drainage systems are all used in common and the costs of maintaining such services and facilities shall be apportioned as provided in **clause 24** hereof. If practicable the power supply to the School premises shall be separately metered at the expense of the Proprietor. Where such services or facilities are wholly or partly situated outside the School premises the Proprietor will continue to make such services or facilities available to the School premises.

26. **THE** Proprietor agrees to make available Block C more particularly delineated on the plan forming part of the **Second Schedule** hereto for the use of the school until such time as the construction and/or remodelling is completed in accordance with the **Third Schedule** hereto.

27. **THE** Proprietor agrees to maintain Block C more particularly described in **clause 26** so as to meet Department of Education and Ministry of Works and Development requirements during the period of their use by the School. The Controlling Authority shall be responsible for the running or operating costs associated with the use of the said building in particular the power supply, water, sewerage, drainage and cleaning costs.

28. **THE** Proprietor and the Minister shall share according to their respective use in the costs of maintaining the sealed area on the southern boundary, adjacent to the Church as shown on the plan forming part of the **Second Schedule** hereto to the standard required for a comparable State school.

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29. THE Proprietor shall not engage any teachers between the date of execution of this Deed of Agreement and the effective date of integration other than those whose names have already been notified by the Proprietor to the Director-General of Education without first obtaining the consent of the Director-General.

30. THE Proprietor shall reimburse the Minister for the payment of salary, wages and the proportion of School holiday pay due and paid by the Minister in respect of the 1982 School year to any person employed at the School up to the effective date of integration PROVIDED THAT the Proprietor shall not be required to reimburse the Minister in respect of any salary, wages and holiday pay which has been paid to teachers up to the date of integration by the Minister in accordance with the terms of the Minister's letter of 4th December 1980 to Archbishop Williams.

31. THE Minister shall subject to **clause 3(d) and (e), clause 27 and clause 28** of this Deed of Agreement after the effective date hereof maintain the School premises and the associated facilities in a state of repair order and condition as for a comparable State school under the same Controlling Authority and provide for the maintenance of the chattels as though the School were a State School. The School shall be entitled to such furniture and equipment as the Controlling Authority supplies from time to time to comparable State Schools.

32. THE effective date of this Deed of Agreement shall be the 29th day of September One thousand nine hundred and eighty-two (1982)

33. ON and after the effective date specified in this Deed of Agreement the School shall be an integrated school in terms of the Private Schools Conditional Integration Act 1975.

x J.M.

SIGNED by JOHN MACKEY, THE  
ROMAN CATHOLIC BISHOP OF THE  
DIOCESE OF AUCKLAND and sealed  
with his Seal of Office in the presence  
of:-

+ John Mackey

Brown  
Director of Schools.  
218 Parnell Road,  
Auckland.!

SIGNED for and on behalf of HER )  
MAJESTY THE QUEEN by MERVYN )  
LANGLOIS WELLINGTON Minister of )  
 Education in the presence of:- )

HER )  
RVYN )  
er of )  
)

M. J. Folger  
12 Hahira Road  
Hataitai, Wellington.  
(Private Secretary)

## FIRST SCHEDULE

Description of total land, buildings and other improvements comprising the Proprietor's land of which the School premises form part

### The Proprietor's Land

All that land, buildings and other improvements owned by the Roman Catholic Bishop of the Diocese of Auckland situate in Banff Avenue, Epsom, Auckland, being known as **Our Lady of the Sacred Heart School, Epsom**, and being more particularly described as follows and delineated in green on the plan forming part of the **Second Schedule** hereto.

**FIRST**, all that freehold parcel of land containing 7700 square metres more or less being Lot 2 on Deposited Plan 77766 and part Allotment 34 of Section 10 Suburbs of Auckland the said part Allotment 34 being more particularly shown as part of land on Deposited Plan 138 and being all the land in Certificate of Title Volume 34A Folio 394 (North Auckland Registry)

#### SUBJECT TO:

Section 351 D(3) Municipal Corporations Act 1954.

**SECONDLY**, all that freehold parcel of land containing 1130 square metres more or less being Lot 12 (twelve) on the plan deposited in the Land Registry Office at Auckland under No. 7845 which said parcel of land is portion of Allotment No. 33 (thirty three) of Section No. 10 (ten) of the Suburbs of Auckland and being all the land in Certificate of Title Volume 287 Folio 4 (Auckland Registry).

#### SUBJECT TO:

Covenant respecting fencing contained in Transfer No. 110825.

There is a debt owing by the Proprietor to the Diocesan Development Fund of the Roman Catholic Diocese of Auckland.

## SECOND SCHEDULE

Description of land, buildings and other improvements comprising the School premises

### The School Premises:

All that part of the Proprietor's land as described in the **First Schedule** hereto, delineated in red on the annexed plan of the Proprietor's land, which forms part of this Schedule, TOGETHER WITH all the School buildings and other improvements thereon SAVE AND EXCEPT Block D and Block G and the land immediately surrounding the same more particularly delineated in blue on the annexed plan TOGETHER WITH a reservation in favour of that excepted portion of full rights of access inter se and of ingress and egress to and from that excepted portion from and to Banff Avenue, Epsom, Auckland.

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OUR LADY OF THE SACRED HEART SCHOOL, EPSOM  
 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.

In those cases where the words "half cost to be met by Education Board" appear in relation to particular works, the buildings supervisor of the Auckland Educ. Bd. shall draw up the specifications before commencing such works. All work is to be carried out by competent tradesman or in a workmanlike manner to the Auckland Educ. Bd. standards.

THIRD SCHEDULE

SITE	AGREED PHASING OF WORK TO BE COMPLETED BY					
	29.9.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
Provide stormwater outlet from main court in area south of Blocks A and B						
Provide additional court socket to main courts to Education Board requirements						
Replace old cesspit in NE corner of court area to west of Block A and provide new outlet drain						
Upgrade high mesh fence around court east of Block A and repair gate						
Repair undermined sections of concrete edging under fence						
Dress out and resow grass area by play equipment						
Prune overhanging branches of trees to clear power lines						
Provide chain barriers to gateways in wall on Banff Avenue frontage						
Repair damaged area of seal south of Block B						
Upgrade fence at end of Lurline Avenue to state school standards and repair gates						
Provide inspection chambers on existing sanitary drains within building area						
Provide incinerator to Education Board standards						

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OUR LADY OF THE SACRED HEART SCHOOL, EPSOM

SITE (CONTINUED)

Provide concrete channel and stormwater outlet for apron to north of Blocks A and B and repair damaged sections of seal  
 Replace substandard seal between Blocks A and B  
 Upgrade handrails to Adventure Play equipment  
 Connect downpipes on Block B to stormwater system

BLOCK A

Exterior

Refix loose scotia at corner of area 4  
 Attend overflowing toilet cistern area in 4  
 Provide screens to windows in area 2  
 Refix loose glass over door to area 3  
 Repair broken base vent (1 only)  
 Repair exit doors on north wall, clear at bottom scrape and repaint. Provide weather stop to bottom  
 Scrape window sills and bottom of sashes on north wall and repaint  
 Replace rusted screws to flashing above exit doors on north wall  
 Treat entire block for borer infestation

Interior

Area 1

Provide window operating gear to all high sashes  
 Provide and fit door check to passage door  
 Repair all faulty window catches and fasteners  
 Provide and fit door checks and hold back hooks to exterior doors  
 Re-nail all loose ceiling sheets  
 Redecorate (half cost to be met by Education Board)

Area 2

Provide and fit door checks to exterior doors and bottom toilet doors  
 Redecorate (half cost to be met by Education Board)

AGREED PHASING OF WORK TO BE COMPLETED BY

29.9.82 31.3.83 31.3.84 31.3.85 31.3.86 31.3.87

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## BLOCK A INTERIOR AREA 2 (CONTINUED)

Seal faulty joint to floor coverings  
Repair or replace door to lobby

## Area 3

Replace one toilet pan and seat  
Repair or replace faulty indicator bolts  
Provide and fit door check to exterior door  
Provide Flecto or similar seamless flooring

## Area 4

Repair or replace door to lobby  
Replace one toilet pan and one seat  
Provide one toilet pan and one seat  
Provide impervious coverings to walls around urinal  
Seal urinal waste to comply with health regulations  
Seal disused back vent  
Repair faulty indicator bolts  
Remove door from urinal compartment  
Provide door check to exit door  
Provide Flecto or similar seamless flooring

## Structural

Upgrade roof bracing to MWD standards

## Mechanical

Up grade heating to state school standards in area 1

# Electrical

Upgrade lighting to state school standards in areas

## Fire Protection

## Means of Egress

Install an approved type of lock set that can be opened from the inside without the use of keys to alternative egress door from area 1

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AGREED PHASING OF WORK TO BE COMPLETED BY

29.9.82 31.3.83

31.3.87

31.3.85

37.3.86

31.3.87

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OUR LADY OF THE SACRED HEART SCHOOL, EPSOM

BLOCK A FIRE PROTECTION (CONTINUED)

Fire Equipment

Install a 9 litre water CO2 extinguisher in area 2

General

Remove portable heater from area 1

BLOCK B

Exterior

Tidy up tar seal to base concrete

Repair galvanised metal sheathing to north wall

Repair window screen to area 17

Provide and fit door checks, and hold-back hooks to all exterior doors

Replace spouting to main roof and internal gutter to lower roof

Bird proof main wall at junction of main entrance and main building

Repaint all lower roofs and new spouting (half cost to be met by Education Board)

Securely clip copper pipes by main entrance

BLOCK B

Interior

Area 6

Securely fix swinging chalkboard

Provide and fit bolt door check, hold-back hook and new furniture to door to passage

Replace carpet tiles

Redecorate

Securely fix ceiling battens

Provide window control gear to high sashes

ACCRED PHASING OF WORK TO BE COMPLETED BY

29.9.82 31.3.83 31.3.84 31.3.85 31.3.86 31.3.87

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OUR LADY OF THE SACRED HEART SCHOOL, EPSOM

AGREED PHASING OF WORK TO BE COMPLETED BY

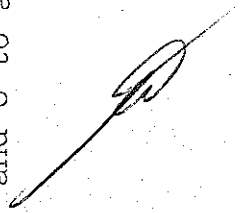
	29.9.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<p>BLOCK B INTERIOR (CONTINUED)</p> <p><u>Area 7</u></p> <p>Provide and fit door check, hold-back hook and new furniture to door to passage</p> <p>Redecorate (half cost to be met by Education Board)</p> <p>Securely fix ceiling battens</p> <p>Provide window control gear to high sashes</p>		<p>x</p> <p>x</p> <p>x</p>				<p>x</p>
<p><u>Area 8</u></p> <p>Provide window control gear to high sashes</p> <p>Provide and fit door check and hold-back hook door to passage</p> <p>Provide new furniture to door</p> <p>Redecorate</p> <p>Securely fix ceiling battens and repair ceiling</p> <p>Secure chalk rail and finish cupboard</p> <p>Replace door to passage</p>		<p>x</p> <p>x</p> <p>x</p> <p>x</p> <p>x</p> <p>x</p> <p>x</p>		<p>x</p>		
<p><u>Area 9</u></p> <p>Securely fix journal shelves</p> <p>Ease broom cupboard doors, provide catches and handles</p> <p>Replace all broken and damaged coat hooks</p> <p>Repair door to small broom cupboard</p> <p>Repair exterior doors</p> <p>Redecorate</p> <p>Replace rotten skirtings</p>		<p>x</p> <p>x</p> <p>x</p> <p>x</p> <p>x</p> <p>x</p> <p>x</p>		<p>x</p>		
<p><u>Area 10</u></p> <p>Repair exterior door, provide and fix door check and hold-back hook</p> <p>Replace one broken toilet seat</p> <p>Provide Flecto or similar seamless flooring</p> <p>Redecorate (half cost to be met by Education Board)</p>		<p>x</p> <p>x</p> <p>x</p>				<p>x</p> <p><i>J.M.</i></p>

OUR LADY OF THE SACRED HEART SCHOOL, EPSOM

AGREED PHASING OF WORK TO BE COMPLETED BY

29.9.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
BLOCK B INTERIOR (CONTINUED)					
<u>Area 15</u>					
Provide trims to pin board					
Redecorate (half cost to be met by Education Board)					
<u>Area 16</u>					
Redecorate					
<u>Area 17</u>					
Attend open joint to floor coverings					
Redecorate					
<u>Area 18</u>					
Repair faulty door check					
Repair rotten timbers over and around urinal					
Securely fix coat rail and replace broken hooks					
Replace one indicator bolt					
Complete trims to wash trough splash back					
Provide Flecto or similar floor coverings					
<u>Structural</u>					
Carry out bracing to MWD standards and remove hazards					
<u>Mechanical</u>					
Upgrade heating in areas 6,7,8,12,15 and 16 to state school standards					
<u>Electrical</u>					
Replace all TRS and VIR wiring					
Earth sink benches in areas 15 and 18					
Upgrade lighting to state school standards in area 12					
Raise the height of power socket outlets in areas 6,7 and 8 to at least 250 mm					

T.J.M.



+ J.M.

## OUR LADY OF THE SACRED HEART SCHOOL, EPSOM

AGREED PHASING OF WORK TO BE COMPLETED BY

## BLOCK B (CONTINUED)

Fire ProtectionMeans of Egress

Provide alternative means of egress from areas 6, 7 and 8 by means of exterior doors or by communicating doors in the partition walls separating these areas

Fire Equipment

Carry out service to fire equipment

Fire Alarm/Class Change System

Install a low voltage fail safe system with 2 call points and a sounder in area 9 and 2 exterior sounders facing Blocks A and C

General

Remove all portable heaters

BUILDING REQUIREMENTS

Provide by new construction or remodelling

142.17m<sup>2</sup> of teaching area

Library/multi purpose room of 56 m<sup>2</sup>

Principals office of 11m<sup>2</sup>

School office of 8m<sup>2</sup>

Casualty sickroom of 9m<sup>2</sup>

1 WC, 1 WHB and 1 STDU for staff toilets

1 WC and 1 STDU for girls toilets

29.9.82 31.3.83 31.3.84 31.3.85 31.3.86 31.3.87

x

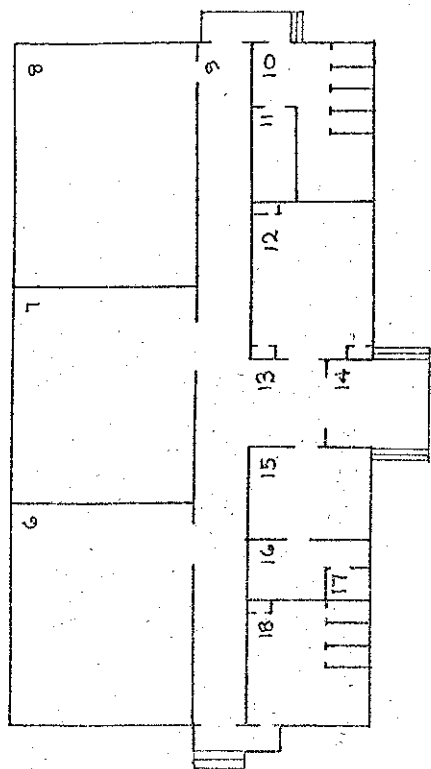
x

x

x

x x x x

x x



BLOCK B		
ROOM		AREA
6	CLASSROOM	56.44m <sup>2</sup>
7	CLASSROOM	57.8m <sup>2</sup>
8	CLASSROOM	64.6m <sup>2</sup>
9	CORRIDOR	
10	GIRLS' TOILETS	
11	STOREROOM	5.18m <sup>2</sup>
12	LIBRARY	26.67m <sup>2</sup>
13	LOBBY	
14	ENTRANCE	
15	STAFFROOM	14.93m <sup>2</sup>
16	NURSE	
17	TOILET	7.17m <sup>2</sup>
18	BOYS TOILETS	

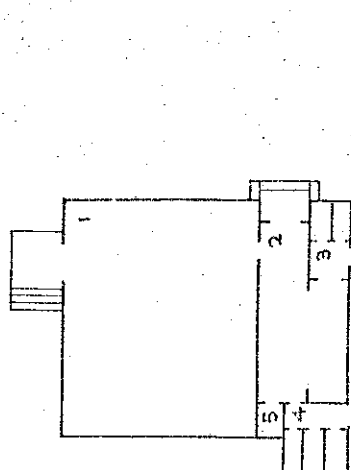
TOTAL AREA = 397.18m<sup>2</sup>

23

BLOCK E  
ROOM  
23 P.E. STORAGE

TOTAL AREA = 18.91m<sup>2</sup>

28/11



BLOCK A		
ROOM		AREA
1	INFANT CLASSROOM	68.99m <sup>2</sup>
2	CLOAKROOM	
3	GIRLS' TOILETS	
4	BOYS' TOILETS	
5	STORE	1.4m <sup>2</sup>

TOTAL AREA = 117.68m<sup>2</sup>

DEPARTMENT OF EDUCATION  
buildings division: integration of private schools  
School: OUR LADY OF THE SACRED HEART, EPSOM

Drawing No:	Scale:
EIP 223 02	1:300
Date:	SHEET 2 OF 2 SHEETS
2 FEBRUARY 1981	Drawn: <i>LLS</i>
Revision	

Our Lady of the Sacred Heart School,  
EPSOMSchedule of staff appointments to  
Schools Conditional Integration Act 1975 being special positions relating to the special character of the School  
Under Sections 65(1) & 66 of the Private

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Total Staff Entitlement of School	Principal to be Appointed under S.65 (1) (a) Private Schools Conditional Integration Act 1975	Director of Religious Studies to be Appointed under S.65 (1) (b) Private Schools Conditional Integration Act 1975 Scale A or B1 or Higher	Senior Teacher Junior Classes to be Appointed under S.65 (1) (d) Private Schools Conditional Integration Act 1975	Religious Instruction Positions of Importance Number of other teachers to be Appointed under S.65 (1) (c) of Private Schools Conditional Integration Act 1975	Deputy Principal to be Appointed under S.66 Private Schools Conditional Integration Act 1975 Number of Staff to be so Appointed

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
1	1	-	-	-	-
2	1	-	-	1	-
3	1	-	-	1	-
4	1	-	-	2	-
5	1	-	-	1	-
6	1	-	-	2	-
7	1	-	-	1	-
8	1	-	-	2	-
9	1	-	-	2	-
10	1	-	-	3	-
11	1	-	-	3	-
12	1	-	-	4	-
13	1	-	-	4	-
14	1	-	-	5	-
15	1	-	-	6	-
16	1	-	-	7	-
17	1	-	-	7	-
18	1	-	-	8	-
19	1	-	-	8	-
20	1	-	-	9	-
21	1	-	-	9	-
22	1	-	-	9	-
23	1	-	-	10	-
24	1	-	-	10	-
25	1	-	-	11	-
26	1	-	-	11	-
27	1	-	-	11	-
28	1	-	-	12	-
29	1	-	-	12	-
30	1	-	-	13	-

## NOTES:

1. The above Schedule has been prepared for use when the staffing entitlement of the School alters at any time during the currency of this Deed of Agreement to enable the parties hereto by reference to the total staffing entitlement of the School in Column (1) hereof to determine the number of teaching positions at the School which in terms of Section 65 (1) (a), (b), (c) and (d) of the Private Schools Conditional Integration Act 1975 and Clauses 14, 15, 17 and 18 of this Deed carry a responsibility for Religious Instruction and require a willingness and ability to take part in Religious Instruction or in terms of Section 66 of the Private Schools Conditional Integration Act 1975 require a particular capability in the teacher as described in Clause 19 of the Deed of Agreement. The Schedule to be read across from left to right.

2. Column (5), Section 65 (1) (c) must apply to the number of other positions indicated in the Column and may be made up of teachers appointed under the Initial Appointments Scheme and or other permanent appointments. It is recommended that where the School has a total staffing entitlement of up to eleven there should be at least one appointed as a permanent Scale A Teacher and in schools with a total staffing entitlement of between twelve and fifteen there should be two appointed as permanent Scale A Teachers and in schools with a total staffing entitlement of between fifteen and twenty-one there should be at least three appointed as permanent Scale A Teachers.

3. The School as at the effective date hereof has a staffing entitlement of seven (7) teachers.