

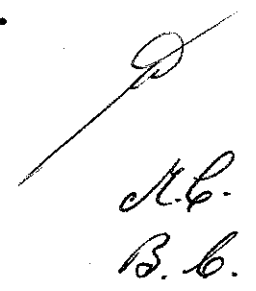
THIS DEED OF AGREEMENT is made on the 6 day of FEB.  
One thousand nine hundred and eighty-two (1982) BETWEEN  
THE INSTITUTE DE NOTRE DAME DES MISSIONS (St. Mary's Province)  
TRUST BOARD a body corporate registered under the Charitable  
Trusts Act 1957 (hereinafter with its successors referred to  
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 The Proprietor is the owner of Sacred Heart Girls' College,  
New Plymouth (hereinafter referred to as "the School")
- B The School is a Roman Catholic Secondary Day and Boarding  
School from Form Three (III) to Form Seven (VII) with an  
attached Intermediate Department. The School is for girls  
only and offers Education with a Special Character.
- C The School was established in 1884 and up to the effective  
date of integration was conducted and staffed in part by  
members of the Roman Catholic Religious Order of Women known  
as the Institute de Notre Dame des Missions (usually known as  
The Sisters of Our Lady of the Missions). The Sisters of  
Our Lady of the Missions bring to the School the special  
characteristics of their Order as are more particularly  
described in the Fourth Schedule hereto. The said Order  
will continue after the effective date of integration to  
offer teaching staff to the School, so long as it has  
members available for that purpose.
- D 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.

  
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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 :-

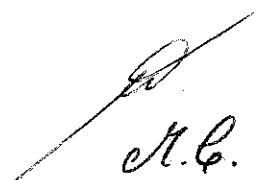
- (a) The Proprietor is the owner of all the land and improvements more particularly described in the First Schedule hereto (hereinafter referred to as "the Proprietor's land") and of which for the purposes of this Deed of Agreement, the School premises form part only. The School premises for the purposes 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 except the boarding hostel 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) The School premises and all the chattels and other assets associated with the School premises shall be available for use by the boarders (boarders are those pupils who attend the Proprietor's boarding hostel which is not part of the integrated School) for preparatory study and research or other similar use and recreational purposes during non-school time .

*[Signature]*  
A.C.  
B.B.

- (ii) At the request of the Proprietor, the Board of Governors 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 or boarding hostel purposes and the Board of Governors shall not unreasonably or arbitrarily withhold its consent. The Board of Governors may require the Proprietor or other person or persons to pay a reasonable fee to the Board of Governors as a condition of such use.
  - (iii) With the consent of the Proprietor, the Board of Governors 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 or boarding hostel purposes and the Proprietor shall not unreasonably or arbitrarily withhold its consent. The Board of Governors may require any such person or persons to pay a reasonable fee to the Board of Governors as a condition of such use.
  - (iv) The Board of Governors may with the consent of the Proprietor use part or parts of the land and buildings and chattels retained by the Proprietor for boarding hostel for school purposes and the Proprietor shall not unreasonably or arbitrarily withhold its consent where the time of use does not conflict with the use of the same for boarding hostel and the use itself contributes to the maintenance of the Special Character of the School.
- (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.

  
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- (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.
- (g) The Proprietor shall insure all 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 it 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 its 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

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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.

- (i) The Proprietor's adjoining hostel is not being integrated and accordingly the Proprietor shall be entitled to pay to persons employed at the School who accept secondary employment with the Proprietor fair and reasonable remuneration for hostel duties and/or work in respect of the hostel. In the case of the Principal the Proprietor shall also be entitled to pay fair and reasonable remuneration for the general supervision of the whole of the hostel (but excluding the School premises).

4. THE land and buildings constituting the School premises are subject to 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 only established by the Roman Catholic Religious Order of Women usually known as the Sisters of Our Lady of the Missions for the Roman Catholic community of the Diocese of Palmerston North 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 instruction 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 Palmerston North.

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;

*[Handwritten signature]*  
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- (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 it 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 a Board of Governors as constituted pursuant to the provisions of Section 51 of the Education Act 1964 and Regulations made thereunder. Such Board of Governors shall consist of eleven (11) members, such eleven (11) members being :-

- (i) One (1) member appointed by the Education Board of the Taranaki Education District
- (ii) One (1) member elected by the teachers of the School PROVIDED HOWEVER that no member so elected may be appointed a Chairman or Deputy Chairman of the Board.
- (iii) Five (5) members elected by the parents of the pupils attending the School.
- (iv) Four (4) members who shall be representatives of the Proprietor and appointed by it.

(b) Any election conducted pursuant to Section 8 (5) of the Private Schools Conditional Integration Act 1975 shall be conducted as nearly as possible in the manner prescribed by the Secondary School Boards Administration and Employment Regulations 1965 and any regulations made in amendment thereof or substitution therefor and the provisions of those Regulations shall, with any necessary modification, be applied accordingly.

(c) 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.

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8. THE School had a roll of three hundred and fifty seven (357) pupils, made up of fifty-nine (59) boarders, two hundred and nine (209) day pupils in Forms III - VII and eighty-nine (89) day pupils in Forms I - II, at the 1st day of March 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 three hundred and eighty (380) pupils of whom two hundred and ninety (290) shall be pupils in Forms III - VII and ninety (90) pupils in Forms I - II. There will be a maximum of seventy-five (75) boarders.

9. THE Proprietor agrees that pursuant to Paragraphs (d) and (e) of Clause 3 of this Deed of Agreement it 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 Regional Superintendent of Education 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 nineteen (19) pupils out of the total roll of the School and the Board of Governors shall not enrol more than that number PROVIDED THAT to maintain and preserve the Special Character of the School the Board of Governors in classifying such pupils so enrolled shall endeavour to reasonably distribute them through the range of classes offered by the School.

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(c) Pupils who attend the Proprietor's hostel shall be entitled to be enrolled at the School PROVIDED THAT a pupil who would not have preference of enrolment by virtue of these presents shall not have preference of enrolment by reason only of his attendance at the Proprietor's hostel.

(d) Wherever any difficulty arises related to enrolment at the School in terms of the Private Schools Conditional Integration Act 1975, it may be referred to the appropriate Secondary Enrolment Review Committee.

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 Palmerston North 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 its 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 its 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 it to exercise the powers and carry out the responsibilities vested in it and imposed on it 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 (and shall provided that the Proprietor and the Controlling Authority agree state that a willingness and ability to assume responsibility to the Proprietor for the daily control and administration of the Proprietor's boarding hostel and for the

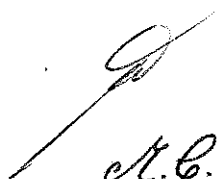
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development and conduct of the boarding pupils shall be conditions of appointment and may state that a willingness and ability to assume responsibility to the Proprietor for the general supervision of the whole of the School property (excluding the integrated School premises for which he is responsible to the Board of Governors) 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 AN advertisement for any teaching position at the integrated school other than that of Principal may state that the appointee will be expected to undertake under the employment of the Proprietor duties including assistance with the control administration and supervision of the hostel at the Proprietor's boarding hostel.

16. 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 a position of responsibility and 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.

17. 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.

  
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18. THE position of Head of the Intermediate Department and one (1) other position in the Intermediate Department shall in accordance with Section 65 (1) (c) of the Private Schools Conditional Integration Act 1975 be designated positions of importance carrying a responsibility for Religious instruction and an advertisement for these positions 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 persons so appointed to these positions shall accept these requirements as a condition of appointment. In the event of the staffing entitlement of the Intermediate Department altering at any time during the currency of this Deed of Agreement, the number of positions other than Head of the Intermediate Department designated positions of importance carrying responsibility for Religious instruction shall be assessed in accordance with the Fifth Schedule hereto.

19. THE staffing entitlement of the Form Three to Form Seven section of the School as at the 1st day of March One thousand nine hundred and eighty-one was thirteen decimal three six (13.36) positions (excluding the Principal and the Director of Religious Studies) of which there shall be five (5) teaching positions at the School which in accordance with Section 65 (1) (c) of the Private Schools Conditional Integration Act 1975 shall be positions of importance carrying a responsibility for Religious instruction and an advertisement for those positions 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 persons so appointed to these positions shall accept these requirements as a condition of appointment. In the event of the staffing entitlement of the Form Three to Form Seven section 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 the same proportion to the nearest whole number of the other teaching positions as five (5) is to thirteen decimal three six (13.36) as hereinbefore provided.

20. 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

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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.

21. THE Proprietor may with the consent of the Board of Governors 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.

22. 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.

23. IT is agreed by and between the parties hereto that the Proprietor shall have the right at its sole discretion to refuse residential enrolment as a boarder to any child and shall have the right to require parents or other persons accepting responsibility for any child to remove that child from the boarding hostels.

24. 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.

  
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25. THE School is a Secondary Boarding and Day School for girls only from Form Three (III) to Form Seven (VII) with an attached Intermediate Department, 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.

26. 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 Board of Governors shall contribute to such costs according to their respective use of the services and facilities.

27. IT is acknowledged by and between the parties hereto pursuant to clause 26 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 access from Pukaka Street 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 26 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.

28. WITH the agreement of the Board of Governors the Proprietor may receive and issue receipts for the amounts payable to the Board of Governors by the parents of the pupils. Any moneys collected by the Proprietor on behalf of the Board of Governors shall be accounted for to the Board of Governors.

29. THE Proprietor will make a house property available for a school caretaker's residence as and when it may reasonably be required by the Board of Governors and at that stage the Board of Governors shall assume responsibility for the maintenance of such a house property and shall be entitled to receive the rent therefrom.

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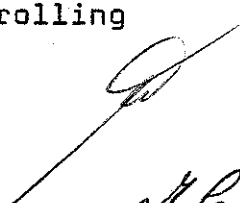
30. THE Proprietor shall not engage any teachers between the date of Execution of this Deed of Agreement and the effective date of integration other than those whose names have already been notified by the Proprietor to the Director-General of Education without first obtaining the consent of the Director-General.

31. 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 4 December 1980 to Archbishop Williams.

32. THE Minister shall subject to Clause 3 (d) and (e) 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 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 Minister supplies from time to time to comparable State Schools.

33. IT is acknowledged by and between the parties hereto that the land outlined in brown on the plan annexed to and forming part of this Deed of Agreement is to be developed by the Proprietor as playing fields and that the development shall be completed to a standard approved by the Director-General of Education by the 31st day of March 1985 and it is agreed by and between the parties hereto that up to the date of completion of the development the said land shall be fenced off and shall not be available for use by the School pupils otherwise than with the prior consent of the Director-General of Education.


34. THE Proprietor shall be liable for any damage or costs caused by or connected with the slopes on the land outlined in brown on the plan annexed to and forming part of this Deed of Agreement unless such damage is due to negligence of the Minister, the Controlling Authority or their agents.

  
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35. THE effective date of this Deed of Agreement shall be the 18th day of February 1982.

36. 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.

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

  
A.C.  
B.C.

THE COMMON SEAL of THE INSTITUTE DE NOTRE DAME  
DES MISSIONS (St. Mary's Province) TRUST BOARD  
was hereunto affixed by and in the presence of:



*(Sd.) M. Catherine Currie*..... Trustee

*(Sd.) Barbara E. Cameron*..... Trustee

SIGNED FOR AND ON BEHALF OF HER MAJESTY  
THE QUEEN by MERVYN LANGLOIS WELLINGTON  
Minister of Education in the presence of:

*M. J. Yelken*  
*12 Hahira Road*  
*Hataitai, Wellington 3.*  
*(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

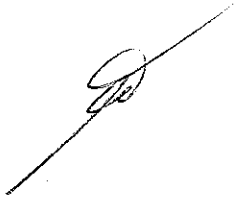
All that land, Convent, Boarding School, School buildings and other improvements owned by the Institute De Notre Dame Des Missions (St. Mary's Province) Trust Board situate at Pukaka Street, Fitzroy, New Plymouth, and being more particularly described as follows:

All that freehold parcel of land containing 7.9961 ha more or less situate in the City of New Plymouth being Lots 1,2 and 3, Deposited Plan 2473 and being part Section 92 and Part Maori Reserves 18 and 23 Fitzroy District and being all the Land in Certificate of Title Volume B4 Folio 1179 (Taranaki Registry)

SUBJECT TO

- (1) Mortgage 177691 to the Roman Catholic Archbishop of the Archdiocese of Wellington
- (2) Transfer 188763 (Easement in gross) Grant of the right to convey water over part herein Certificate of Title B4/1179.

There is a debt to the Archdiocesan Development Fund of the Roman Catholic Archdiocese of Wellington.

  
A.B.  
B.B.

SECOND SCHEDULE.

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

THE SCHOOL PREMISES

All that part of the Proprietor's land described in the First Schedule hereto, delineated in red on the annexed plan of the Proprietor's land, which plan forms part of this Schedule TOGETHER WITH all the School buildings and other improvements thereon TOGETHER WITH a reservation in favour of the Proprietor's land not forming part of the School premises of full rights of access and of ingress and egress to and from those excepted portions over the access thereto shaded blue on the annexed plan from and to Pukaka Street, New Plymouth.

*[Signature]*  
A.C.

B.C.

SACRED HEART COLLEGE, NEW PLYMOUTH

WORKS TO BE CARRIED OUT BY THE PROPRIETOR IN RELATION  
TO THE INTEGRATED SCHOOL

THIRD SCHEDULE

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 department" appear in relation to particular works, the property supervisor of the Regional Office of the Department of Education shall draw up the specifications for such particular works and the proprietor shall obtain his approval to the contractor and to the price before commencing such works. All work is to be carried out by tradesmen or in a workmanlike manner to the Department of Education standards.

AGREED PHASING OF WORK TO BE COMPLETED BY

1. 1. 1.

SITE	18.2.82	31.3.83	31.3.84	81.3.85	31.3.86	31.3.87
Access Roads and Sealed Areas						
Replace 10 metres of kerbing sweeping around from the front entrance to the footpath						
Spray weeds on all hard surfaces		x				
Patch holes in seal adjacent to bicycle shed		x				
Reseal on west end of area 29						
Patch holes in seal on the west and north side of Block B				x		
Reseal the area extending along the north side of Block A				x		
Level and reseal east side of Block A				x		
Provide fall to sumps and reseal area on western side of Areas 2 and 3						
Patch holes in seal at the east end of access road to hostel		x				

*C.L.*  
*B.B.*

	18.2.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<u>Site continued</u> <u>Courts</u> Resurface and remark tennis courts Spray weeds along perimeter of netting Reseal where broken up along perimeter of netting Tie backing wires to posts along western side Provide 3 additional pipe stays to south and west sides Provide 4 additional pipe stays to east and north sides		x x x x		x x		
<u>Fences</u> Re-strain fence and replace battens where necessary along the northern boundary extending from the northwest corner to the tennis courts. Upgrade post and wire fences to Education Department standards Provide safety fence along the top of the embankment extending the full length	x	x x				
<u>Sumps and Drains</u> Clean out all sumps and drains		x				
<u>Grassed Playing Field</u> Relevel, resurface with top soil and resow the grassed playing field on the southern side of front entrance access drive				x		
<u>River Flats (See clause 33)</u> Upgrade area to Education Department standards				x		
<u>BLOCK A</u> <u>Exterior</u> Treat to prevent future water penetration		x				

*C.L.G.*  
*B.B.*



18.2.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
BLOCK A continued					
Interior					
Area 15		x			
Sand and restrain cork tile flooring					
Resurface chalkboards					
Area 16					
Provide carpet on floor or other acoustic treatment	x				
Area 18					
Replace damaged cover over enclosed pipe	x				
Replace softboard ceiling tiles on north side and repaint ceiling	x				
Area 21					
Revarnish cupboards under sink bench	x				
Area 22					
Repaint softboard ceiling			x		
Replace lino tiles where missing	x				
Patch and repaint wall cracks	x				
Area 23					
Patch walls where necessary and repaint					
Repaint softboard ceiling tiles			x		
Repaint above dado on walls			x		
Area 24					
Restain cork floor tiles					
Area 25					
Reglue coved lino tiles where necessary					
Repaint ceiling	x				
Repair cracks in wall and repaint					
Area 26					
Repaint ceiling where water stained					
Area 27					
Repaint ceiling	x				
Repaint top of dado where paint is peeling					

st. b.  
B. b.

18.2.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
BLOCK A continued					
<u>Area 28</u>					
Sand and seal floor					
Adjust gang window winders					
Clean down steel windows, treat for rust and repaint	x	x			
Restain wall panelling (Half cost to be met by department)					
<u>Area 29</u>					
Sand and revarnish floor		x			
<u>Area 30</u>					
Check crack showing along edge of ceiling and repair	x				x
<u>Area 31</u>					
Restain floor		x			
<u>Area 32</u>					
Repaint			x		
<u>Area 34</u>					
Repaint area			x		
Check cracks and repair	x				
<u>Area 35</u>					
Repaint area			x		
<u>Area 37</u>					
Repair hole in lino	x				
<u>Area 42</u>					
Ease doors in cupboard under blackboard	x				
<u>Area 43</u>					
Renail scotia where pulled away from wall	x				
Ease cupboard doors and fit draw to cabinet	x				
Repaint area			x		
<u>Area 44</u>					
Repaint area			x		
<u>Area 45</u>					
Refit nosings on stair treads where necessary	x				
Renail softboard ceiling and repaint	x				
Repaint walls			x		

*N.L.*  
*B.B.*

BLOCK A continued

	18.2.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
Area 46						
Refit and renail ceiling scotia						
Refix one joinery fitting to wall						
Repaint area		x	x			
Area 47						
Check tap washers		x				
Renew bench top where ply is lifting		x				
Sand and reseal benches		x				
Repaint area				x		
Area 48						
Renail scotia at north side		x				
Repaint area above dado						
Paint back vent at side of fan		x				
Area 49						
Sand and reseal cork tiles						
Renail scotia			x			
Repaint area		x				
Area 50						
Renail scotia		x				
Repaint above dado						
Area 51						
Refit scotia						
Renail softboard on ceiling and repaint		x				
Check latch and locksets where necessary		x				
Area 52						
Repair cork tiles on floor		x				
Repair softboard tiles on ceiling		x				
Area 54						
Replace 12 cork tiles sand and restrain floor		x				
Repaint area						
Area 55						
Refasten scotia and repaint ceiling		x				
Area 58						
Replace tap washer		x				
Area 63						
Renail scotia where necessary						
Resurface chalkboard			x			
Clean down seal and paint east wall						

cl. G.  
B.B.

18.2.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<u>BLOCK A continued</u> <u>Area 66</u> Repaint ceiling Resurface chalkboard <u>Area 68</u> Repaint ceiling  <u>Structural</u> Stabilise concrete block exterior walls and partition walls to Ministry of Works and Development standards		x	x		
		x			
<u>Mechanical</u> Install additional heating to state school standards in each of the following areas: 13, 14, 15, 16, 47, 50, 51, 55 and 56 Provide thermostat and time switch control heating in area 8	x				
<u>Electrical</u> Provide permanent labelling to main switchboard components Provide permanent labelling to all distribution board components in areas: 3, 20, 29, 30, 44 and 52 Protect cable in area 58 with floor to ceiling timber covering Upgrade lighting to state school standards in areas: 1, 4, 8, 9, 13, 14, 15, 16, 18, 42, 43, 47, 50, 51, 55, 56 and 63 Install separate switch for luminaire in area 38A	x				
Install one additional socket outlet in each of areas 51, 55, and 56 Install an emergency stop button on teachers desk to control all socket outlets in laboratories 47 and 50 Install four additional socket outlets in area 9 and disconnect socket near tub Install an emergency lighting system and illuminated exit signs in hall area 28 (hall not to be used at night until installed).	x				

*N.C.*  
*B.B.*

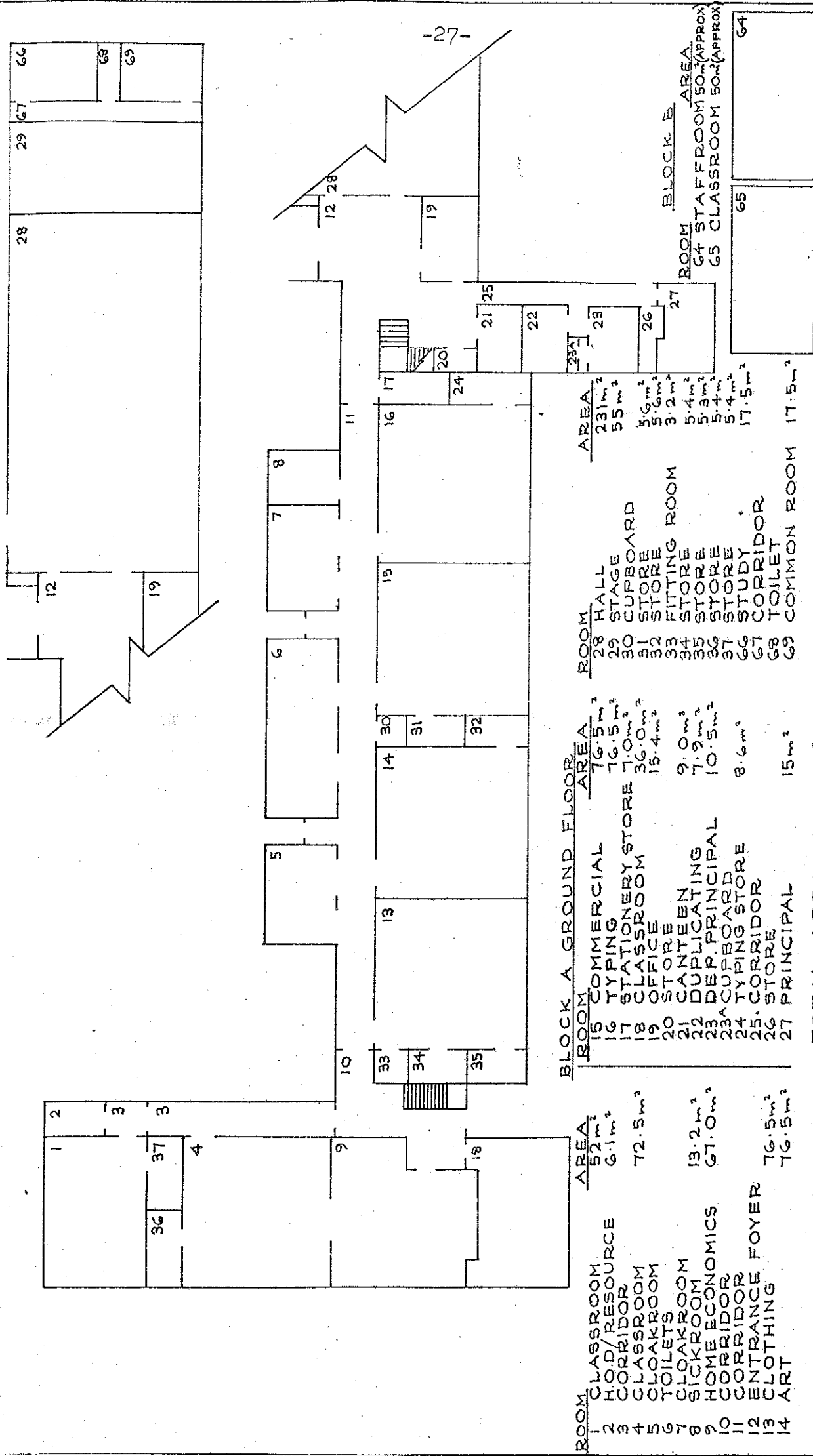
	18.2.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<u>Fire Protection</u> <u>Egress</u> Fit panic bolts to the double doors on the southern side of the hall area 28 Mark push out steps into the hall from the under stage theatre in 100mm letters "EMERGENCY EXIT - PUSH" Upgrade the doors to areas 9 and 18 to provide ½ hour fire resistant rating Upgrade the door to laboratory area 47 and store room to provide ½ hour fire resistant rating Upgrade over panel above smoke stop doors at each end of the corridor at 1st floor level to provide ½ hour fire resistant rating	x x x x x					
<u>Linings</u> Reline laboratory area 50 throughout with 9mm plasterboard		x				
<u>Equipment</u> Install a 10 litre water/gas type fire extinguisher on a wall bracket adjacent to bursars office area 62 Install a 'vigilant' break glass call point at each internal alarm bell at 1.2m above floor level Provide an additional call point in the entrance foyer adjacent to the entrance doors	x x	x				
<u>Furniture and Equipment</u> Make good deficiencies and provide replacement furniture and equipment to state school standards to the following areas: Intermediate classrooms Sickroom Art and Craft room Typing rooms Music room Library PE Equipment Cleaning and grounds equipment						x

*A.C.*

*B.B.*

	18.2.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<p><u>Buildings Requirements</u>  Remove Block B from site  Provide the following facilities by new construction or remodelling:</p>				x		
Music room						
Music resource						
Music practice rooms 1 x 11m <sup>2</sup> x 7.5 m <sup>2</sup>						
Art and Craft room						
Art and Craft store						
Art and Craft project store						
Advanced laboratory						
Laboratory preparation room						
Bulk chemistry store						
Homecraft room						
Homecraft store						
Seminar/study/classroom						
Library						
Gymnasium						
PE store				x		
Equipment Bay						
Changing room block						
Principal's office						
Senior Mistress' office						
HOD/PR offices						
Staff room						
Staff kitchen						
Staff rest room						
Book room						
Store/workshop						
Caretakers room						
Resource/storage						
Maths workroom						
Language store						
Kiln shed						
Outside PE store						
6 pupil's WC's						
4 sanitary towel disposal units						
4 pupil showers						
2 staff showers (1 for each sex)						
Dangerous goods store if required						

*Handwritten initials: A.B. and B.B.*



# DEPARTMENT OF EDUCATION

buildings division: integration of private schools

School: SACRED HEART COLLEGE, NEW PLYMOUTH

*M.C.*

*B.C.*

Drawing No:

EIS 060 02

Date:

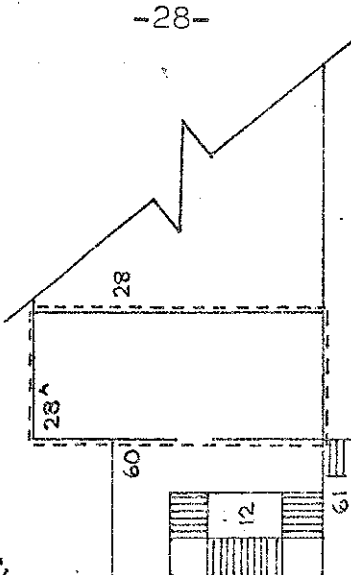
26 OCTOBER 1978

Revision  
28 OCTOBER 1981  
23 NOVEMBER 1981

Drawn: *MB*

Scale:

1:300



284 CHANNEL - NON-INTERRUPTING

DEPARTMENT OF EDUCATION buildings division: integration of private schools School: SACRED HEART COLLEGE, NEW PLYMOUTH	<i>W.B.</i> <i>B.B.</i>	Drawing No: EIS 060 03 Date: 26 OCTOBER 1978	Scale: 1:300
		Revision 29 JANUARY 1979 26 OCTOBER 1981 26 OCTOBER 1981	Drawn: <i>LLS</i>

FOURTH SCHEDULE

RESUME OF THE HISTORICAL AND TRADITIONAL CONNECTIONS  
BETWEEN THE ORDER AND THE SCHOOL - SACRED HEART GIRLS'  
COLLEGE - NEW PLYMOUTH.

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Sacred Heart Girls' College was established in New Plymouth in February 1884 by the Roman Catholic Religious Order of Women known as the Sisters of Our Lady of the Missions. The Sisters who arrived in December 1883 agreed to take over a primary school established in 1880 and to provide a Board Hostel and High School. A large building to accommodate the Convent, Hostel and classrooms was in use on the Powderham Street site by November 1884.

In 1961 secondary classes moved into the present College buildings at Fitzroy while primary classes continued at the central city site. Sisters and Boarders travelled to Fitzroy each day until in 1972 a new Convent and Hostel was erected at Fitzroy. The following year additional classrooms made it possible for Intermediate pupils to join secondary pupils so that the whole school was transferred to the Fitzroy site and the original building on Powderham Street was demolished.

Because of its connection with the Order, the School has been distinguished by the traditional spirit of the Order. This traditional spirit has been manifested in:

- (1) A special care to build up among the staff and pupils, a true community based on the Gospel values of freedom and love.
- (2) A fostering of the contemplative dimension of life where the pursuit of human culture is related to faith in Jesus Christ.
- (3) An active concern to improve the lot of those oppressed by ignorance, poverty or injustice.
- (4) An openness to learn from other cultures and a willingness to work towards mutual understanding in the universal search for truth.

This spirit traditional to the educational establishments of the Order of the Sisters of Our Lady of the Missions has been evident in the orientation of the programme of the School, in the relationships established among staff, pupils and parents and even in its physical environment.

*A.C.*  
*B.B.*

FIFTH SCHEDULE

Schedule of Staffing Appointments to Intermediate Department of

SACRED HEART GIRLS' COLLEGE, NEW PLYMOUTH

under Section 65 (1) (c) of the Private Schools Conditional  
Integration Act 1975 being special positions relating to the  
Special Character of the School

<u>Total Staff</u> <u>Entitlement</u> <u>of Intermediate</u> <u>Department</u>	<u>Head of Intermediate</u> <u>Department to be</u> <u>appointed under Section</u> <u>65 (1) (c)</u>	<u>Number of other</u> <u>teachers to be</u> <u>appointed under</u> <u>Section 65 (1) (c)</u>
<u>Col. 1</u>	<u>Col.2</u>	<u>Col.3</u>
1	1	-
2	1	1
3	1	1
4	1	1
5	1	2
6	1	2
7	1	3
8	1	3
9	1	4
10	1	4
11	1	5
12	1	5
13	1	6
14	1	6
15	1	7
16	1	7
17	1	8
18	1	8
19	1	9
20	1	9

NOTE: The above schedule is 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 to determine the number of teaching positions at the School which in terms of Section 65 (1) (c) of the Private Schools Conditional Integration Act 1975 and the relevant clauses of this Deed of Agreement carry a responsibility for Religious instruction and require a willingness and ability to take part in Religious instruction. This Schedule is to be read from left to right.

At the effective date of this Deed of Agreement, the Intermediate Department of the above-named College has a staffing entitlement of  
THREE (3) Teachers.

*[Signature]* A.C.  
B.B.