

BETWEEN THE ROMAN CATHOLIC ARCHBISHOP
OF THE ARCHDIOCESE OF
WELLINGTON

AND HER MAJESTY THE QUEEN

DEED OF INTEGRATION AGREEMENT FOR
SAINT BERNARD'S PRIMARY SCHOOL
BROOKLYN WELLINGTON

SHANAHAN PARTNERS
BARRISTERS & SOLICITORS
WELLINGTON

THIS DEED OF AGREEMENT is made the 20TH day of August One thousand nine hundred and seventy-nine (1979) BETWEEN THE ROMAN CATHOLIC ARCHBISHOP OF THE ARCHDIOCESE OF WELLINGTON 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 Saint Bernard's Primary School, Brooklyn, Wellington (hereinafter referred to as "the School").
- B The School is a Roman Catholic Primary School for Girls from new entrants to Form Two and for Boys from new entrants to Standard Three 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

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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.
- (iii) As at the effective date certain chattels used in conjunction with the School and not purchased with money appropriated by Parliament represent donations or presentations to the School and/or have some special intrinsic and/or historic value and it is acknowledged that such chattels shall remain the exclusive property of the Proprietor notwithstanding that the Proprietor may continue to allow the School the use of them. Such chattels are more particularly described in the Third Schedule hereto (herein referred to as the "Proprietor's chattels").
- (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 Fourth 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 to

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be carried out in accordance with the dates specified against such improvements in the Fourth Schedule hereto. The Proprietor shall upon completion of any improvements to electrical services described in the Fourth 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 the buildings forming part of the School premises and the Proprietor's chattels 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

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any condition of service more favourable than that permitted in the case of a person employed in a similar 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 following appurtenances or benefits attaching to the land:

SUBJECT TO a debt of SIXTEEN THOUSAND SEVEN HUNDRED AND FORTY-TWO DOLLARS FORTY CENTS (\$16,742.40) due to the Archdiocesan Development Fund

5. THE Special Character of the School is that it is a Roman Catholic School for boys and girls established by the Roman Catholic Archbishop of the Archdiocese of Wellington, New Zealand, for the Roman Catholic Community of the Archdiocese of Wellington, 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 Archbishop of the Archdiocese of Wellington.

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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 Wellington 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 children attending the School PROVIDED HOWEVER that in the event of the School roll altering at any time then the number

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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 One Hundred and Twenty-two (122) pupils as at the 30th September 1978 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 Thirty (130) 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

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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 otherwise agrees 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 seven (7) 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 Archbishop of the Archdiocese of Wellington shall continue to form part of the School programme in accordance with Sections 31 and 32 of the Private Schools Conditional Integration Act 1975.

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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

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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 Fifth 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. 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 Fifth Schedule hereto.

18. 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

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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 Fifth Schedule hereto.

19. IN the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement, whereby the School becomes entitled to a position of Deputy Principal, it is agreed pursuant to Section 66 of the Private Schools Conditional Integration Act 1975 that the position of Deputy Principal is 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 School Committee 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.

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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 and for Boys from new entrants to Standard Three 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 entering 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 that is 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.

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 the residence 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

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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 Minister shall be responsible only for the normal maintenance of the retaining walls on the School premises and all other expenditure in respect of the retaining walls on the School premises shall be the responsibility of the Proprietor.

27. 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.

28. 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 School year ending the 31st day of January 1980 to any person employed at the School up to the effective date of integration.

29. 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 under the same Controlling Authority and subject to Clause 3 (b) (iii) hereof 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.

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30. THE effective date of this Deed of Agreement shall be the 3rd day of September 1979.

31. 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 first hereinbefore written.

SIGNED by OWEN NOEL SNEDDEN

the Bishop Auxiliary and Administrator
of the Archdiocese of Wellington and
Sealed with the Seal of Office of the
Archdiocese of Wellington in the
presence of

Archdiocese of Wellington in the
presence of


Julie Sch-

Wallingford.

Owen N. Smeaden

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

presence of:

A handwritten signature in black ink, appearing to be 'J. B. Smith', written over a horizontal line.

Amel Senoo

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FIRST SCHEDULE

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

THE PROPRIETOR'S LAND

All that the land, School buildings, hall, residence and other improvements owned by The Roman Catholic Archbishop of the Archdiocese of Wellington situate at Taft Street, Brooklyn, Wellington, New Zealand being known as Saint Bernard's Primary School, Brooklyn, Wellington and being more particularly described as follows:

FIRST all that freehold parcel of land containing 281 square metres more or less being part Lot 42 on Deposited Plan No. 392 part Section 12 Ohiro District and being all the land in Certificate of Title Volume 164 Folio 163 (Wellington Registry)

SECONDLY all that freehold parcel of land containing 1047 square metres more or less situate in the City of Wellington being part of Section 12 Ohiro District and being also Lot 41 on Deposited Plan 392 and being all the land in Certificate of Title Volume 390 Folio 199 (Wellington Registry)

THIRDLY all that freehold parcel of land containing 1357 square metres more or less situate in the City of Wellington being part of Section 12 of the Ohiro District and being also Lot 76 on Deposited Plan 392 and Lot 1 on Deposited Plan 14535 and being all the land in Certificate of Title Volume 551 Folio 262 (Wellington Registry)

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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 plan forms part of this Schedule TOGETHER WITH all the School buildings, hall and other improvements thereon. SAVE AND EXCEPT the residence and the land immediately surrounding the same more particularly delineated in green on the annexed plan together with a reservation in favour of those excepted portions of full rights of access inter se and of ingress and egress to and from those excepted portions over the access thereto shaded blue on the annexed plan from and to Taft Street, Brooklyn, Wellington.

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THIRD SCHEDULE

All those chattels of the Proprietor which in terms of Clause 3 (b) (iii) of this Deed of Agreement represent donations or presentations to the School and/or have some special intrinsic and/or historic value to the School and which chattels shall remain the exclusive property of the Proprietor as herein provided and being more particularly described as follows:

1. Six Crucifixes
2. Large Painting Sacred Heart
3. Small Painting Sacred Heart
4. Painting of Madonna and Child
5. Painting of St Bernard
6. Water Colour of St Antony
7. Large Statue of St Antony
8. Small Statue of Madonna
9. Large Statue of Madonna
10. Picture of Christ
11. Picture of Our Lady of Perpetual Succour
12. Picture of Nelson Haven (Etching)

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ST BERNARDS PRIMARY SCHOOL, BROOKLYN, WELLINGTON

FOURTH SCHEDULE

Works to be carried out by the proprietor in relation to the buildings and associated facilities to bring them up to minimum standard for a comparable State school

Agreed phasing of work to be completed by:

Prior to	3.9.79	31.3.80	31.3.81	31.3.82	31.3.83	31.3.84
<u>SITE</u>						
<u>Fences</u>						
Repair fence on eastern boundary		x				
<u>BLOCK A</u>						
<u>Exterior</u>						
Clean rust off metal brackets of seats and fire escape and repaint		x				
Re-roof flat roof areas with galvanised iron		x				
Paint new roof and finishings		x				
Repair fascia batten (south side)		x				
<u>Interior</u>						
Area 2 -						
Replace blackboard						
Area 7 -					x	
Ease two sashes						
Area 14 -		x				
Ceiling of area 14 is blistered where roof leaks. Scrape off and repaint after re-roofing and concrete has dried					x	

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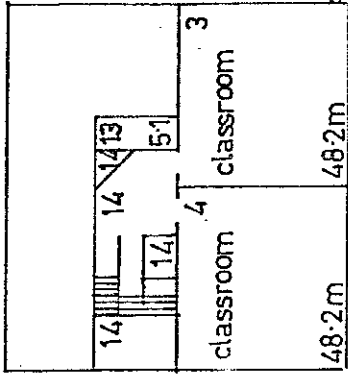
Prior to	3.9.79	31.3.80	31.3.81	31.3.82	31.3.83	31.3.84
Area 10 - Patch cracked ceiling prior to repainting Complete conversion of room 10 Block A to sick room and redecorate		x				
Area 11 - Ease windows Complete conversion of room 11 Block A to office and redecorate		x				
Area 12 - Patch ceiling after re-roofing and repaint		x		x		
Area 3 - Effect minor repairs to surface and edge of flush entrance door		x				
Area 4 - Repair egress door and adjust door furniture. Adjust six sashes		x				
<u>Mechanical</u>						
Supply and erect louvred housing around gas metre		x				
<u>Electrical</u>						
Install four 2 x 65 watt fluorescent luminaires in each classroom Replace brass lampholder in the ground floor boys' toilet with a fully shrouded insulated type		x				
Remove all wiring and electrical com- ponents left in boiler room when old oil fired heater was removed	x					

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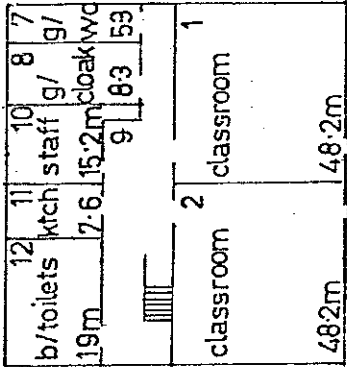
Prior to	3/9/79	31/3/80	31/3/81	31/3/82	31/3/83	31/3/84
Replace existing wooden framed internal type bell with a purpose made weather-proof type		x				
BLOCK B						
<u>Exterior</u>						
Repaint one pair of double doors		x				
Paint roof		x				
Clean rust off steelwork and repaint		x				
<u>Interior</u>						
Area 6 -						
Adjust windows and window hardware		x				
BLOCK C						
<u>Exterior</u>						
Replace foundation vents		x				
Repair damaged weatherboards south-east corner. Replace rotten weatherboards by front entrance. Replace styles to two sashes (hinge side) south end of block						
Clean rust off roof and repaint		x				
<u>Repaint</u>						
<u>Interior</u>						
Area 21 -						
Sand and seal floor						
Area 24 -						
Replace two cupboard door handles		x				

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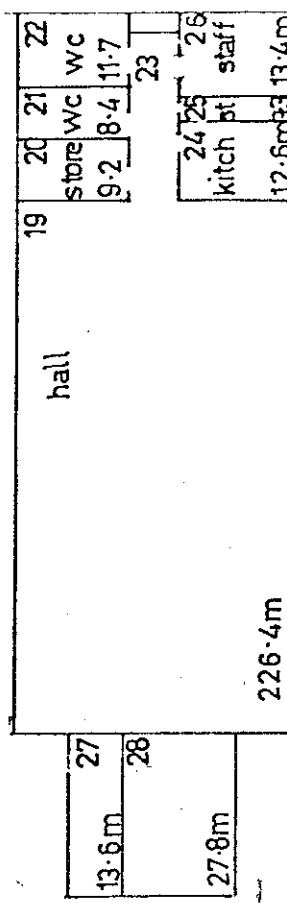
Prior to	3.9.79	31.3.80	31.3.81	31.3.82	31.3.83	31.3.84
<p>Area 26 -</p> <p>Ease two sashes. Repair damaged mullion</p> <p><u>Mechanical</u></p> <p>Remove existing pilot light fitting, supply and fit piezo electric starters to four (4) existing heaters</p> <p>Supply and erect louvred housing around gas metre</p> <p>Service inspection of 3.2 kg fire extinguisher in kitchen, replace if necessary</p> <p><u>Fire Protection General</u></p> <p>Provide a fire alarm of the Fail Safe type that may be heard from all school buildings. Standard call points are required to replace the present switches</p>	<p>x</p> <p>x</p> <p>x</p>	<p>x</p> <p>x</p>				



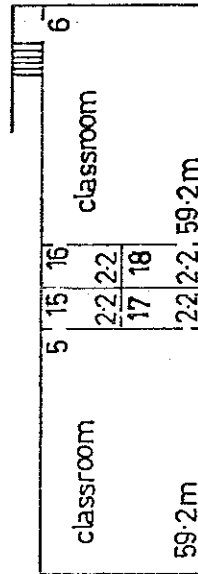
Block A ground floor total area 201.6m



Block A ground floor total area 201.6m



Block C total area 351.7m



Block B total area 136.4m

BUILDINGS DIVISION : INTEGRATION

School:ST BERNARDS PK₁ BROOKLYN

Drawing No:

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Date:

29 July

Revision:

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Scale:

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Date:

1977

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FIFTH SCHEDULE

Schedule of Staffing Appointments to Saint Bernard's Primary School Wellington under Sections 65 (1) and 66 of the Private Schools Conditional Integration Act 1975 being special positions relating to the Special Character of the School

Total Staff Entitlement of School	Principal to be Appointed under S.65 (1) (a) Private Schools Conditional Integration Act 1975 Number of Staff to be so Appointed	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 Number of Staff to be so Appointed	Religious Instruction Positions of Importance Number of other teachers to be Appointed under S.65 (1) (c) of Private Schools Conditional Integration Act 1975 Number of Staff to be so Appointed (See Footnote No. 2 to this Schedule)	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	1	0	-
6	1	1	1	1	1
7	1	1	1	2	1
8	1	1	1	1	1
9	1	1	1	2	1
10	1	1	1	3	1
11	1	1	1	3	1
12	1	1	1	4	1
13	1	1	1	4	1
14	1	1	1	5	1
15	1	1	1	6	1
16	1	1	1	7	1
17	1	1	1	7	1
18	1	1	1	7	1
19	1	1	1	8	1
20	1	1	1	8	1
21	1	1	1	9	1
22	1	1	1	9	1
23	1	1	1	9	1
24	1	1	1	10	1
25	1	1	1	10	1
26	1	1	1	11	1
27	1	1	1	11	1
28	1	1	1	12	1
29	1	1	1	12	1
30	1	1	1	13	1

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 at the affixing date having been a religious institution of the