

THIS DEED OF AGREEMENT is made the 30 day of August  
One thousand nine hundred and eighty (1980)  
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 Saint Francis  
Primary School, Montrose Street, Point Chevalier Auckland  
(hereinafter referred to as "the School").
- B The School is a Roman Catholic Primary School  
for Girls from New Entrants to Form 2 and Boys  
from New Entrants to Standard 4 offering  
Education with a Special Character.
- C The School was established in 1930 and up to  
the effective date of integration was conducted  
and staffed by members of the Roman Catholic  
Religious Order of Women, known as The Sisters of the  
Holy Faith. 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.
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.

X 9-11


9

- (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 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 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
- + J.M.
- 

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 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.
- x J.M.

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 boys and girls established by the Roman Catholic Bishop of the Diocese of Auckland, New Zealand, 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.

+ 9. 11.

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 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 One hundred and fifty-three (153) pupils as at the 30th September 1979 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 sixty-one (161) pupils until 31st December 1980 and thereafter One hundred and fifty-five (155) 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 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 eight (8) 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 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 this 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 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.

18. 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 Senior Teacher Junior Classes, it is agreed pursuant to Section 65 (1) (d) of the Private Schools Conditional Integration Act 1975 that 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.

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 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.

+J.M.

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 2 and Boys from New Entrants to Standard 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.



+ J.M.  
G

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 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 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. It is further agreed that neither the Minister nor the Controlling Authority shall be liable for any damage to adjoining properties caused by failure of the retaining walls unless the failure of the walls is caused by an act of the Minister, Controlling Authority or their servants or agents.

27. THE Proprietor shall be responsible for the maintenance of the covered way between Block C and the Church as annotated on the plan forming part of the Second Schedule hereto.

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 1980 School year to any person employed at the School up to the effective date of integration.





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 the Land, School Buildings and other improvements owned by the Roman Catholic Bishop of the Diocese of Auckland, situate at Montrose Street, Pt Chevalier, Auckland, being known as Saint Francis Primary School, Pt. Chevalier, and being more particularly described as follows:

FIRST all that Freehold parcel of land containing twenty seven and nine tenths perches more or less situated in the City of Auckland being part of Lot one (1) on a plan deposited in the Land Registry Office at Auckland as No. 29546 and being part of Allotment 18A of the Parish of Titirangi and being all the land in Certificate of Title Volume 740 folio 115 (Auckland Registry). Agreement as to fencing contained in Transfer No. 318934.

SECONDLY all that Freehold parcel of land containing two roods and two perches more or less situated in the City of Auckland being Lot nine (9) on a plan deposited in the Land Registry Office at Auckland as No. 20934 and being portion of Allotment 18A of the Parish of Titirangi and being all the land in Certificate of Title Volume 690 folio 170 (Auckland Registry).

THIRDLY all that Freehold parcel of land containing 2 Roods 2 Perches more or less being Lots 1 and 2 Deposited Plan 49912 and being part Allotment 18A Parish of Titirangi and being all the land in Certificate of Title Volume 3D folio 1130 (North Auckland Registry).

Agreements as to fencing contained in Transfers 304552 and 6749 .

FOURTHLY all that Freehold parcel of land containing one rood seventeen perches and six tenths of a perch more or less situated in the City of Auckland being Lots one hundred (100) and one hundred and one (101) on a plan deposited in the Land Registry Office at Auckland as No. 348 and being portion of Allotment 19 of the Parish of Titirangi and being all the land in Certificate of Title Volume 695 folio 378 (Auckland Registry).

FIFTHLY all that Freehold parcel of land containing two roods thirty five perches and two tenths of a perch more or less situated in the City of Auckland being Lots one hundred and two (102), one hundred and three (103), one hundred and four (104) and one hundred and five (105) on a plan deposited in the Land Registry Office at Auckland as No. 348 and being portion of Allotment 19 of the Parish of Titirangi and being all the land in Certificate of Title Volume 606 folio 255 (Auckland Registry).

SECOND SCHEDULE

Description of land buildings and other improvements  
comprising the School premises

THE SCHOOL PREMISES

fg-M  
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 and other improvements thereon.

[Signature]

ST FRANCIS' PRIMARY SCHOOL, POINT CHEVALIER, AUCKLAND  
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.

AGREED PHASING OF WORK TO BE COMPLETED BY

SITE	8.9.80	31.3.81	31.3.82	31.3.83	31.3.84	31.3.85
<u>Fencing</u> Erect new boundary fence around west end of field Erect new boundary fence to Court C and around east end of Block C to road. Remove hedge. Replace fence on western side of Court C Repair stone walls and fences		x			x	x
<u>Courts</u> <u>Overseal Court A</u> Repair failed area of Court B Repair drainage trench in Court B Install new drainage outlet from Court B Repair failed area of Court C Install new drainage channel on west side of court C Install new sump and outlet from court C		x x x			x	x x
<u>Grounds</u> Provide batter to bank on boundary west of Block B Remove old hedge, iron fence and dead trees Dress out undulations on field and regrass		x	x	x x x		

*+ J.M.*



## ST FRANCIS' PRIMARY SCHOOL, POINT CHEVALIER, AUCKLAND

AGREED PHASING OF WORK TO BE COMPLETED BY

SITE (continued)	8.9.80	31.3.81	31.3.82	31.3.83	31.3.84	31.3.85
<u>Access</u>						
Construct combined vehicular drive and pedestrian entrance from Montrose Street with concrete ramp on to playground		x				
<u>Exterior Seating</u>						
Repair exterior fixed seating		x				
<u>Drinking Points</u>						
Repair drinking points and provide overflows		x				
<u>BLOCK B</u>						
<u>Exterior</u>						
Repair verandah support		x				
Connect floor waste drain from toilets areas 20 and 23 to sewage system (at rear of area 28)		x				
Channel floor wastes from areas 33 and 34 into gully trap		x				
Repair spouting rear corner of building		x				
Repair cycle rack		x				
Repair lower section of downpipes with cast iron or similar material		x				
Repair screen at end of verandah		x				
Steam clean roof and repaint with alumastic paint or similar application			x			
<u>Interior</u>						
<u>Area 25</u>						
Redecorate						
Fit door check to main door		x				
Repair roof leak		x				

+ J-M

B

8.9.80	31.3.81	31.3.82	31.3.83	31.3.84	31.3.85
BLOCK B (continued)					
Interior (continued)					
Area 26					
Redecorate					
Area 27					
Redecorate					
Area 28					
Redecorate					
Fit door check to main door					
Area 29					
Redecorate					
Area 30					
Redecorate					
Area 31					
Redecorate					
Area 32					
Redecorate					
Area 33					
Redecorate					
Area 34					
Redecorate					
Area 35					
Repair roof leak and damaged ceiling					
Redecorate					
Mechanical					
Install time clocks and thermostats to control electric heaters					

BLOCK B (continued)	8.9.80	31.3.81	31.3.82	31.3.83	31.3.84	31.3.85
<u>Electrical</u> Upgrade lighting in classrooms to state school standards Install lights in store rooms, toilets and prep space, cloakrooms 32, 33, 34, 35 Install one additional general purpose socket outlet to both classrooms		x				
<u>Fire Protection</u> <u>Egress</u> Replace locking devices on alternative exit sliding doors from classrooms with fittings which may be opened from inside without use of keys	x					
BLOCK C  <u>Exterior</u> Replace rotten weatherboards Repaint complete exterior area 13 Re-oil weatherboards and oiled timbers to remainder of block Replace 5 broken louvres to toilets Extend concrete from path to baseboards on east side from and including classroom 10 to resource room 16 Steam clean roof and repaint with alumastic paint or similar application		x	x			x

## ST FRANCIS' PRIMARY SCHOOL, POINT CHEVALIER, AUCKLAND

AGREED PHASING OF WORK TO BE COMPLETED BY

BLOCK C (continued)		8.9.80	31.3.81	31.3.82	31.3.83	31.3.84	31.3.85
Interior							
Area 2							
Repaint classroom cupboards			x				
Sand floors and reseal with polyurethane			x				
Attach door check to main door			x				
Repair leak in roof and make good to paint work			x				
Area 5							
Repaint classroom cupboards			x				
Sand floor and reseal with polyurethane			x				
Attach door check to main door			x				
Area 8							
Lay carpet tiles to floor			x				
Area 9							
Lay carpet tiles to floor			x				
Area 10							
Repaint cupboards in classroom			x				
Sand floor and reseal with polyurethane			x				
Attach door check to main door			x				
Area 11							
Sand floor and reseal with polyurethane			x				
Area 12							
Redecorate				x			
Area 13							
Attach door check to main door			x				
Sand floor, reseal with polyurethane			x				
Redecorate				x			
Area 15							
Lay sheet vinyl floor coverings			x				
Repair leak at back vent			x				

+ J.M.

- 20 -

## ST FRANCIS' PRIMARY SCHOOL, POINT CHEVALIER, AUCKLAND

AGREED PHASING OF WORK TO BE COMPLETED BY

BLOCK C (continued)		8.9.80	31.3.81	31.3.82	31.3.83	31.3.84	31.3.85
Interior (continued)							
Area 15a							
Complete small areas of unfinished floor coverings			x				
Staff kitchen area			x				
Install 20-litre oversink water heater			x				
Area 16							
Lay carpet tiles to floor							
Area 20							
Apply spray on coverings (flecto or similar)			x				
to floors and apply polyurethane to walls			x				
Replace existing partitions and doors to toilet cubicles			x				
Area 22			x				
Refix bulkhead light fitting							
Area 23							
Apply spray on coverings (flecto or similar) to floors and apply polyurethane to walls			x				
Replace existing partitions and doors to toilet cubicles			x				
Mechanical							
Install time clocks and thermostats to control electric heaters				x			
Electrical							
Main switchboard							
Clear switchboard of all stores material not related to switchboard							
Fit separate revenue meter for church sub-main with miniature circuit breaker and isolator on meter panel							
Fit 50A miniature circuit breaker on supply to sub-circuits on miniature circuit breaker		x					
Fit engraved labels to main and sub-main switchgear							

AGREED PHASING OF WORK TO BE COMPLETED BY

BLOCK C (continued)	8.9.80	31.3.81	31.3.82	31.3.83	31.3.84	31.3.85
Electrical (continued)						
Upgrade lighting in areas 2, 5, 9, 10, 13, 16, 20 )						
and 23 to state school standards )						
Install light fittings in areas 15, 17, 18 )						
Repair minor damage to clock outlet and light )						
outlets )		x				
Remove disused battery wiring )						
Fit engraved labels to distribution boards, to )						
circuits on DBs and to heater switches in )						
store area 12 )						
Replace loudspeaker volume control knob )						
Install 3 additional general purpose socket )						
outlets to each classroom (areas 2, 5, 10)			x			
<u>Fire Protection</u>						
<u>Egress</u>						
Replace locking devices on alternative egress )						
sliding doors from classrooms with fittings )						
able to be opened from inside without the )						
use of keys )	x					
Convert one window in area 13 (library) to )						
side-hung type )	x					
<u>Linings</u>						
Replace the softboard ceiling in the basement )						
workshop/store room with 9.5 mm plasterboard )		x				
Line the wall subdividing classroom 5 and the )						
resource room (16) with 9.5 mm plasterboard )		x				
Seal library roof space louvres with 9.5 mm )						
plasterboard )		x				

-22-

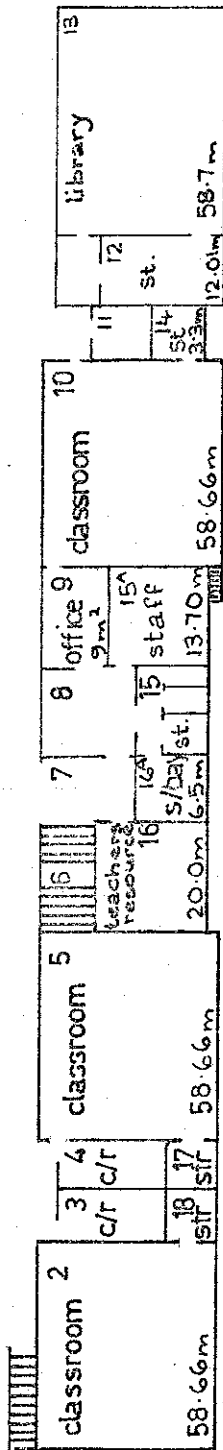
+ J. M.

AGREED PHASING OF WORK TO BE COMPLETED BY

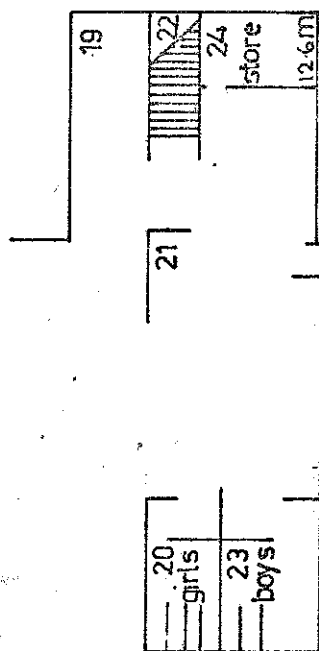
BLOCK C (continued)	8.9.80	31.3.81	31.3.82	31.3.83	31.3.84	31.3.85
Fire Protection (continued) Fire Alarm Install fail safe type dual alarm with three bells and call points to cover both blocks Equipment Extend hose reel on basement area brick wall to cover Block B Install additional hose to cover library end of Block C	x	x  x				
BUILDING REQUIREMENTS  Remodel to provide:  Staffroom/staff kitchen of 18.5m <sup>2</sup> Principal's office of 11.0m <sup>2</sup> Casualty/sickroom of 9.0m <sup>2</sup> Staff toilets, male and female each with one WC pan, one wash-hand basin, and install sanitary towel disposal unit in female toilet		x x	x			
Install sanitary towel disposal unit in girls' toilet (area 20, basement, Block C)		x				

- 23 -

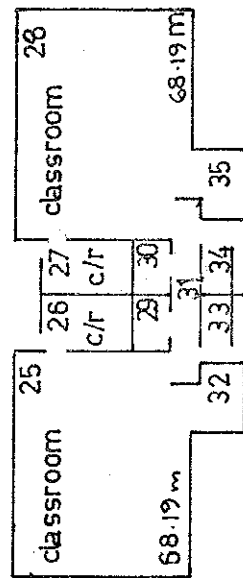
T. J. M.



Block C total area 402.7m



basement Block C total area 160.4m



Block B total area 175.6 m

BUILDINGS DIVISION : INTEGRATION + J.M.

School : SAINT FRANCIS PRI-PT CHEVALIER

Drawing No :  
EIP 053 02

Scale :  
1:300

Date :  
14 February 1979.

Revision :  
22 JANUARY 1980

Drawn :  
JES



# FOURTH SCHEDULE.

Schedule of staff appointments to St. Francis School, Point Chevalier under Sections 65(1) & 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	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	-	-	1	-
2	1	-	-	1	-
3	1	-	-	1	-
4	1	-	-	2	-
5	1	1	-	1	1
6	1	1	-	2	1
7	1	1	1	1	1
8	1	1	1	2	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	5	1
14	1	1	1	6	1
15	1	1	1	7	1
16	1	1	1	7	1
17	1	1	1	8	1
18	1	1	1	9	1
19	1	1	1	10	1
20	1	1	1	10	1
21	1	1	1	11	1
22	1	1	1	11	1
23	1	1	1	12	1
24	1	1	1	12	1
25	1	1	1	13	1
26	1	1	1	13	1
27	1	1	1	13	1
28	1	1	1	13	1
29	1	1	1	13	1
30	1	1	1	13	1

## NOTES:

- 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.
- 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.
- The School as at the effective date hereof has a staffing entitlement of five (5) teachers.