

THIS DEED OF AGREEMENT is made the *Eighteenth* day of *May*
One thousand nine hundred and eighty (1980)

BETWEEN THE ROMAN CATHOLIC BISHOP OF THE DIOCESE

of Dunedin 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 St. Mary's
Primary School, KAIKORAI (hereinafter referred
to as "the School").
- B The School is a Roman Catholic Primary School for
GIRLS from NEW ENTRANTS to FORM II and BOYS from
NEW ENTRANTS to STANDARD II offering education with
a Special Character.
- C The School was established in 1915 and up to
1978 was conducted and staffed by members of the Roman
Catholic Religious Order of women known as Dominican
Sisters.
- 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.

FMV

Q

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 purpose 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

+ 2/1

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.
- (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.

J. P. H.

- (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.

+ RR

Q ..

- (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 purpose 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 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
- + 20 R
- D..

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 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 Dunedin, New Zealand, for the Roman Catholic Community of the Diocese of Dunedin 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 observance 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 Dunedin.

JP

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 Otago 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:-


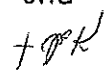
- (i) One (1) member to be appointed by the Proprietor of the School;

- (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 Committee 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 nineteen (119) 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 twenty five (125) pupils.

9. THE Proprietor agrees that pursuant to Paragraphs (d) and (e) of Clause 3 of this Deed of Agreement he will bring the School up to the minimum standard of accommodation laid down from time 

to time by the Director-General for a comparable State School.

10. (a) PREFERENCE of enrolment at the School under Section 29 (1) of the Private Schools Conditional Integration Act 1975 shall be given only to those children whose parents have established a particular or general religious connection with the Special Character of the School and the Controlling Authority shall not give preference of enrolment to the parents of any child unless the Proprietor has stated that those parents have established such a particular or general religious connection with the Special Character of the School.
- (b) In accordance with Section 7 (6) (h) of the Private Schools Conditional Integration Act 1975 unless the Proprietor and the Controlling Authority otherwise agree and subject to places being available, the number of pupils whose parents do not have a preference of enrolment at the School in accordance with the provisions of Section 29 (1) of the Private Schools Conditional Integration Act 1975 shall be limited at all times to six (6) 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.
- 
- 

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 Dunedin 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

P *TPR*

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 two (2) other 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 be a condition of appointment. Any person so appointed to these positions shall accept these requirements as a condition of appointment PROVIDED HOWEVER that in the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement then the number of teaching positions designated under Section 65 (1)(c) of the Private Schools Conditional Integration Act 1975 as positions of importance carrying a responsibility for Religious instruction shall be determined in accordance with the then current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder and as is more particularly described in the Fourth Schedule hereto.

16. 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 designated

+ PR

Director of Religious Studies in accordance with Section 65(1)(b) of the Private Schools Conditional Integration Act 1975 it is agreed that position shall be part of the normal staffing entitlement of the School as established by Regulations made under the Education Act 1964 and as is more particularly described in the Fourth Schedule hereto 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.

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 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

JP *+ 11*

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.

19. 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.

20. 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.

21. 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

JP/d

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.

22. THE School is a Primary School for GIRLS from NEW ENTRANTS to FORM TWO and for BOYS from NEW ENTRANTS to STANDARD TWO. 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.

23. 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.

24. IT is acknowledged by and between the parties hereto pursuant to Clause 23 hereof that certain of the services and facilities on or serving the Proprietor's land and the presbytery 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

TJK

used in common and the costs of maintaining such services and facilities shall be apportioned as provided in Clause 23 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 services or facilities available to the School premises.

25. 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.

26. 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 1981 to any person employed at the School up to the effective date of integration.

27. 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 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.

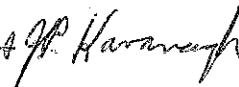
P *JK*

28. THE effective date of this Deed of Agreement shall be the 26th day of May 1980.

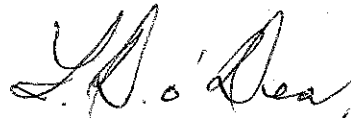
29. ON and after the effective date specified in this Deed of Agreement the School shall be an integrated school in terms of the Private Schools Conditional Integration Act 1975.

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

SIGNED by

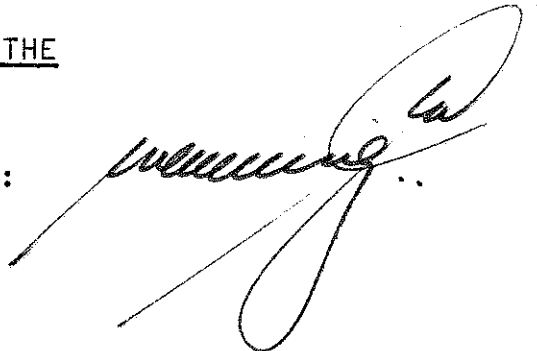
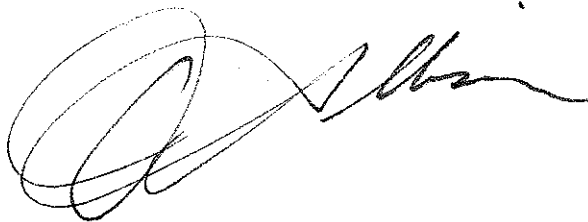
Bishop J.P. KAVANAGH, Roman Catholic Bishop 
of the Diocese of Dunedin and

Sealed with the Seal of Office of the
Diocese of Dunedin in the presence of:


Vicar General.

SIGNED FOR AND ON BEHALF OF HER MAJESTY THE
QUEEN by MERVYN LANGLOIS WELLINGTON.

Minister of Education in the presence of:



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, Presbytery and Church and other improvements owned by the Roman Catholic Bishop of Dunedin situated at Cromwell Street, Kaikorai, Dunedin, New Zealand being known as Saint Mary's Primary School, 6 Cromwell Street, Kaikorai, Dunedin and being more particularly described as follows:

FIRST all that freehold parcel of land containing 915 square metres more or less being situated in the City of Dunedin being Lot 8 Deposited Plan 51 and being part Sections 16 and 17, Block 4, Upper Kaikorai District and being all the land in Certificate of Title 3D/397 (Dunedin Registry)

SECONDLY all that freehold parcel of land containing 4075 square metres more or less being situated in the City of Dunedin being Lots 1, 2, 30 and 31, Deposited Plan 158 and being Part Sections 108 and 109, Wakari District and being all the land in Certificate of Title 3D/399 (Dunedin Registry)

THIRDLY all that freehold parcel of land containing 2023 square metres more or less being situated in the City of Dunedin being Lots 28 and 29, Deposited Plan 158 and being Part Section 107 and 108, Wakari District and

19

- pd

being all the land in Certificate of Title 147/183
(Dunedin Registry)

FOURTHLY all that freehold parcel of land containing
1260 square metres more or less being situated in the
City of Dunedin being part of Berwick Street shown on
the Deposited Plan 158 and being part Sections 107 and
108, Wakari District and being all the land in Certificate
of Title 3D/400 (Dunedin Registry)

FIFTHLY all that freehold parcel of land containing
5997 square metres more or less being situated in the
City of Dunedin being Lots 36, 37 and 38, Deposited
Plan 158 and being part Sections 107 and 108, Wakari
District and being all the land in Certificate of
Title 3D/398 (Dunedin Registry)

The Proprietor's land as described above is delineated
in green on the annexed plan which plan forms part of
this Schedule.

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

F. J. K.

SECOND SCHEDULE

Description of land building 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, which is delineated in red on the annexed plan of the Proprietor's land, which plan forms part of the Schedule TOGETHER WITH all the School buildings and other improvements thereon. SAVE AND EXCEPT the Presbytery and the land immediately surrounding the same more particularly delineated in blue 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 sealed access thereto as shown on the annexed site plan from and to Cromwell Street, Dunedin.

+ P11

Q

ST MARY'S SCHOOL, KAIKORAI, DUNEDIN

2

AGREED PHASING OF WORK TO BE COMPLETED BY

	26.5.80	31.3.81	31.3.82	31.3.83	31.3.84	31.3.85
BLOCK 1 (continued)						
Exterior (continued)						
Replace foundation ventilators		x				
Replace basement door frame		x				
Repair plinth and window facings		x				
Repaint whole building			x			
Interior						
Area 1						
Repair corner mouldings		x				
Area 3						
Fit new toilet pan						
Improve ventilation		x				
Replace light fitting		x				
Install impervious floor covering		x				
Area 4						
Ease windows						
Redecorate						
Area 5						
Replace chalkboard						
Ease windows						
Replace sash cords						
Replace damaged ceiling						
Repair Wallboard upper wall						
Redecorate						
Area 7						
Secure pipe fittings to sink water taps		x				
Mechanical						
Area 4						
Replace gas heaters with 7 (seven) 1.5KW high level wall mounted infra red heaters (time switch controlled and pull cord operated)						

ST MARY'S SCHOOL, KAIKORAI, DUNEDIN

3

AGREED PHASING OF WORK TO BE COMPLETED BY

BLOCK 1 (continued)	26.5.80	31.3.81	31.3.82	31.3.83	31.3.84	31.5.85
<u>Mechanical (continued)</u>						
Area 5						
Install one 2 KW wall mounted electric convector heater, thermostatically controlled		x				
Area 6						
Install two 2 KW wall mounted electric convector heaters, thermostatically controlled		x				
Remove gas heaters and gas installation		x				
<u>Fire Protection</u>						
<u>Egress</u>						
Remove the dead bolt from the key operated mortice locks fitted to the secondary egress doors from areas 5 & 6 so that the hardware operates as a latch set only. Supply and fit a cylinder night latch for security purposes	x					
Alter the doors of the cleaner's cupboard at the main entrance to bi-fold so that the door by the main ingress-egress						
doors does not open across and obstruct egress	x					
Provide and fit approved EXIT signs above the main exit and secondary egress doors of the hall						
area 4	x					
<u>Linings</u>						
Upgrade the linings of the hall area 4 by cleaning off the existing varnish and painting with a system approved by MWD						
and applied in accordance with manufacturer's specifications						
			x			

F.P.K.

W

	26.5.80	31.3.81	31.3.82	31.3.83	31.3.84	31.5.85
BLOCK 1 (continued)						
<u>Extinguishing Equipment</u>						
Provide a second 9 litre water gas extinguisher at the far end of the hall area 4 near the secondary egress		x				
<u>Fire Alarms</u>						
Install a low voltage fail safe fire alarm system consisting of one bell in a central position with manual call points at each of the two egress doors from the hall	x					
BLOCK 2						
<u>Exterior</u>						
Repair and rerail roofing		x				
Repair vertical boarding		x				
Replace window junction cover boards		x				
Replace exterior door sill area 12		x				
Refasten sheet galvanised corrugated iron, west wall		x				
Replace foundation panels and make watertight		x				
Redecorate brickwork south wall		x				
<u>Interior</u>						
<u>Area 11</u>						
Replace rotting sash		x				
Repair floor at addition junction		x				
Resurface floor			x			
<u>Area 12</u>						
Repair beading in store		x				
Resurface floor			x			
<u>Area 14</u>						
Replace chalk board		x				
Replace window winding cords		x				
Resurface floor			x			

+ 7.12

B

ST MARY'S SCHOOL, KAIKORAI, DUNEDIN

5

AGREED PHASING OF WORK TO BE COMPLETED BY

BLOCK 2 (continued)	26.5.80	31.3.81	31.3.82	31.3.83	31.3.84	31.3.85
Area 15 Ease exterior door Ease windows Replace borer infested door Replace door threshold infill Provide door checks for each door Replace floor tiles Redecorate		x x x x x	x			
Area 16 Provide sanitary towel disposal unit in female staff toilet		x				
Area 18 Provide sanitary towel disposal unit in girls toilet Provide door stops Repair door catches Repair walls Redecorate		x x x x	x x			
Area 19 Provide door stops Repair door catches Redecorate		x x	x			
Area 20 Redecorate			x			
Mechanical Fit one additional 2kW wall mounted electric con- vector heater in each of areas 10, 12 & 14 together with wall mounted thermostats to control all the electric heaters						

+ 24

24

AGREED PHASING OF WORK TO BE COMPLETED BY

BLOCK 2 (continued)

Replace existing heaters with 2KW wall mounted thermostatically controlled heaters in areas 16 & 17

Install a set of wall mounted thermostats and time controllers to control existing heaters in areas 23 & 24

Upgrade lighting in areas 10 and 12 to state school standards

Cover cable in area 22 with plastic or timber casing

THE

Modify existing key operated mortice lock sets fitted to areas 10, 12, 14, 16, 17 & 23 by removing the dead bolt so that the hardware operates as a latch set only. Fit cylinder night latch to external door in area 17 for security purposes

Replace the bi-fold secondary egress doors areas 10, 12 & 14 with single leaf doors fitted with locks that allow the doors to be opened from the inside without the use of keys

Replace doors from areas 22 & 23 communicating with the stair and open basement areas with smoke stop doors providing a half hour FRR

Provide and fit approved EXIT signs above the two means of egress from the basement to outside the building

[illegible]

ST MARY'S SCHOOL, KAIKORAI, DUNEDIN

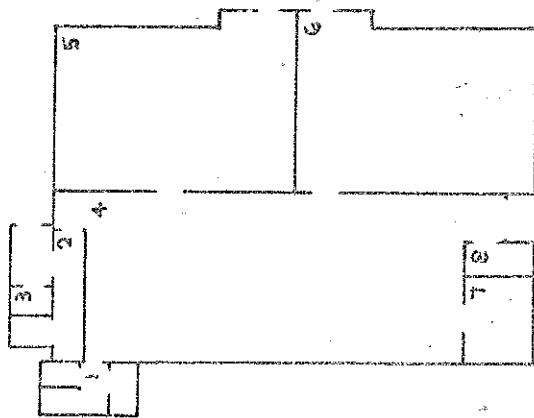
8

AGREED PHASING OF WORK TO BE COMPLETED BY

<p> <u>Structural</u> Strengthen basement area to MWD standards <u>Furniture</u> Replace: 35 chairs and tables (pupils)) 3 chairs and tables (teachers)) <u>Building Requirements</u> Provide a ventilated lobby for the staff toilet area. 16 Provide by addition a 2 sick bay of 9m² and a school office of 8m </p>	26.5.80	31.3.81	31.3.82	31.3.83	31.3.84	31.3.85
		x				
		x				
		x	x			

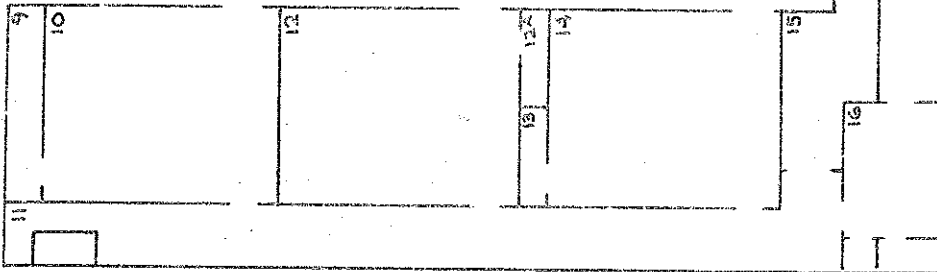
27.12

[Handwritten signature]

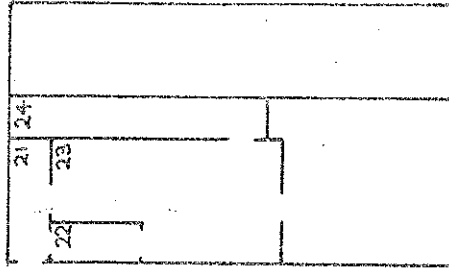


ROOM	AREA
1 TOILETS	
2 CORRIDOR	
3 TOILETS	
4 HALL	86.62m ²
5 CLASSROOM	55.2m ²
6 CLASSROOM	55.2m ²
7 KITCHEN	
8 CLEANER	

ROOM	AREA
9 STORE	8.93m ²
10 CLASSROOM	66.24m ²
11 CORRIDOR	
12 CLASSROOM	66.24m ²
12A STORE	4.41m ²
13 STORE	4.41m ²
14 CLASSROOM	66.24m ²
15 SHELTER	
16 STAFFROOM	18.87m ²
16A STAFFTOILET	
17 PRINCIPAL	11.04m ²
18 TOILETS	
19 TOILETS	
20 TOILETS	



ROOM	AREA
21 CORRIDOR	37.14m ²
22 STAIRS	
23 LIBRARY	13.72m ²
24 BOOKSTORE	



TPK

DEPARTMENT OF EDUCATION
buildings division: integration of private schools
School: ST MARY'S SCHOOL, KAIKORAI

Drawing No:	Scale:
EIP 033 02	1:300
Date:	
8 AUG. 1978	
Revision	Drawn:
16 APRIL 1980	ELB

FOURTH SCHEDULE.

Schedule of staff appointments to St. Mary's Primary School, KAIKORAI under Sections 65(1) & 66 of the Private Schools Conditional Integration Act 1975 being special positions relating to the Special Character of the School

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Total Staff Entitlement of School	Principal to be Appointed under S.65 (1) (a) Private Schools Conditional Integration Act 1975 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	Deputy Principal to be Appointed under S.66 Private Schools Conditional Integration Act 1975 Number of Staff to be so Appointed

1	1	-	-	-	-
2	1	-	-	1	-
3	1	-	-	1	-
4	1	-	-	2	-
5	1	-	-	1	-
6	1	1	-	2	1
7	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	7	1
18	1	1	1	8	1
19	1	1	1	9	1
20	1	1	1	9	1
21	1	1	1	10	1
22	1	1	1	10	1
23	1	1	1	11	1
24	1	1	1	11	1
25	1	1	1	12	1
26	1	1	1	12	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 Four (4) teachers.