

THIS DEED OF AGREEMENT is made the 26 day of JANUARY  
One thousand nine hundred and eighty two (1982)  
BETWEEN THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF  
HAMILTON 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

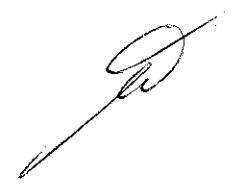
WHEREAS

- A The Proprietor is the owner of  
Saint Mary's School, GISBORNE  
(hereinafter referred to as "the School")
- B The School is a Roman Catholic Primary School for  
Girls and Boys from New Entrants to Standard Four (4)  
offering Education with a Special Character.
- C The School was established in 1926 and up to the effective  
date of integration was conducted and staffed in part by  
members of the Roman Catholic Religious Order of Women known  
as the Sisters of Saint Joseph of the Sacred Heart. The said  
Order will continue after the effective date of integration to  
offer teaching staff to the School, so long as it has members  
available for that purpose.
- D The Minister and the Proprietor have agreed to enter  
into this Deed of Agreement pursuant to the Private  
Schools Conditional Integration Act 1975, whereby the  
School is to be established as an integrated school.

NOW THIS DEED OF AGREEMENT WITNESSETH THAT IT IS HEREBY  
COVENANTED AGREED AND DECLARED BY AND BETWEEN THE PARTIES  
HERETO AS FOLLOWS :-

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

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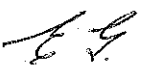

2. THE School's Special Character as is hereinafter described, shall incorporate the Education with a Special Character as provided in the School AND IT IS HEREBY AGREED AND DECLARED that the School shall at all times in the future be conducted and operated so as to maintain and preserve the School's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

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

- (a) The Proprietor is the owner of all the land and improvements more particularly described in the First Schedule hereto (hereinafter referred to as "the Proprietor's land") and of which for the purposes of this Deed of Agreement, the School premises form part only. The School premises for the purposes of this Deed of Agreement being the land and improvements more particularly described in the Second Schedule hereto (hereinafter referred to as "the School premises").
- (b) The Proprietor shall set apart and appropriate as owner all the School premises 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 -

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- (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.
- (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
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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 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 (if any) owned or held upon trust for the purposes of the School and the other assets owned by the Proprietor for the purposes of the School against risks

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normally insured against, in some responsible insurance office in New Zealand, and further acknowledges the obligation on him created by Section 40 (2) (h) of the Private Schools Conditional Integration Act 1975.

- (h) No person employed at the School and paid for his services in whole or in part out of moneys appropriated by Parliament, shall be paid by the Proprietor or his servants or agents any remuneration additional to that provided for by the Private Schools Conditional Integration Act 1975 or shall be granted or permitted any condition of service more favourable than that permitted in the case of a person employed in a comparable position in a State School PROVIDED HOWEVER that a teacher to whom the provisions of Section 71 of the Private Schools Conditional Integration Act 1975 apply, shall continue to be paid no less than the same salary, and be accorded the same status, as he received or was accorded on the day before the effective date of the integration of the School.

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

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5. THE Special Character of the School is that it is a Roman Catholic School for boys and girls established for the Roman Catholic community of the Diocese of Hamilton, 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 Hamilton.

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 is 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 Hawke's Bay 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;

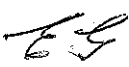
- (ii) Eight (8) members to be elected by the parents of children attending the School PROVIDED HOWEVER that in the event of the School roll altering at any time then the number of such members shall be fixed by ascertaining the number of members that a State School Committee would have, based on the current School roll in accordance with the provi-

sions 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 three hundred and seventy-five (375) pupils as at the 30th September 1981 being the year when the roll figures were last compiled. It is agreed by and between the parties hereto that the maximum roll of the School shall be three hundred and eighty (380) 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.

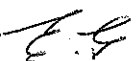




10. (a) PREFERENCE of enrolment at the School under Section 29 (1) of the Private Schools Conditional Integration Act 1975 shall be given only to those children whose parents have established a particular or general religious connection with the Special Character of the School and the Controlling Authority 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 nineteen (19) 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


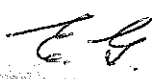


the School in terms of Section 54 of the Private Schools Conditional Integration Act 1975, it may be referred to the Controlling Authority of the School pursuant to the provisions of the said section.

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 Hamilton 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 of responsibility 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

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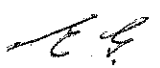

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determined in accordance with the then current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder and as is more particularly described in the Fourth Schedule hereto.

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

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

18. THERE shall be four (4) 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 shall 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.

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.

64 20. THE Proprietor may with the consent of the Controlling Authority in accordance with Section 69 (1) of the Private Schools

Conditional Integration Act 1975 arrange for any retired teacher to undertake voluntary tasks to assist in the School with the teaching of Religious observances and Religious instruction appropriate to the Special Character of the School.

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

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

23. THE School is a Primary School for boys and girls from new entrants to standard four 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.

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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.

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 buildings thereon are used in common for the purpose of the School premises and as is more particularly delineated on the plan forming part of the Second Schedule hereto. In particular the access from Roebuck Road, the water supply, the power supply and the sewerage and drainage systems are all used in common and the costs of maintaining such services and facilities shall be apportioned as provided in Clause 24 hereof. If practicable the power supply to the School premises shall be separately metered at the expense of the Proprietor. Where such services or facilities are wholly or partly situated outside the School premises, the Proprietor will continue to make such services or facilities available to the School premises.

26. THE Proprietor 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.

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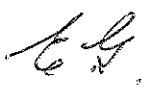
27. THE Proprietor shall reimburse the Minister for the payment of salary, wages and proportion of holiday pay due and paid by the Minister in respect of the 1981 School year to any person employed at the School up to the effective date of Integration PROVIDED THAT the Proprietor shall not be required to reimburse the Minister in respect of any salary, wages and holiday pay which has been paid to teachers up to the date of integration by the Minister in accordance with the terms of the Minister's letter of 4 December 1980 to Archbishop Williams.

28. 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 PROVIDED THAT the Minister shall not maintain the areas described as Block 1 and Block 9 on the annexed plan until such time as they are demolished. The School shall be entitled to such furniture and equipment as the Controlling Authority supplies from time to time to comparable State Schools.

29. THE effective date of this Deed of Agreement shall be the 2nd day of February 1982.

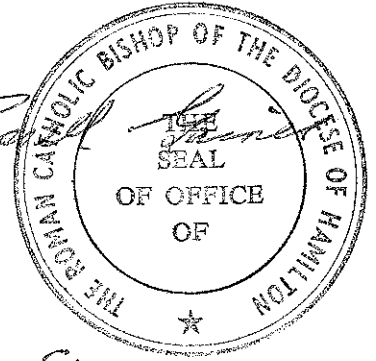
30. ON and after the effective date specified in this Deed of Agreement the School shall be an integrated school in terms of the Private Schools Conditional Integration Act 1975.

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





SIGNED by EDWARD RUSSELL GAINES  
The ROMAN CATHOLIC BISHOP OF THE  
DIOCESE OF HAMILTON and sealed  
with his Seal of Office in the  
presence of :-



*W. J. Madden*  
4 Wieremue St.  
Hamilton East - Secretary

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

*M. J. Yelker*  
12 Hahiria Road  
Hataitai  
Wellington, 3  
(Private Secretary)

FIRST SCHEDULE

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

THE PROPRIETOR'S LAND All that Land, School Buildings and other improvements owned by The Roman Catholic Bishop of the Diocese of Hamilton, situate at Gisborne, New Zealand, delineated in green on the annexed plan, being known as Saint Mary's School, Gisborne and being more particularly described as follows:

All that Freehold parcel of land containing 2.9167 hectares more or less situated in the City of Gisborne being Part Lots 1 and 2 on Deposited Plan 1250 and Lots 7,8,9 and 10 on Deposited Plan 1605 and being all the land in Certificate of Title Volume 20 folio 331 (Gisborne Registry)

There is a debt owing to the Hamilton Advances Account (Diocesan Development Fund) of the Diocese of Hamilton.

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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 and other improvements thereon SAVE  
AND EXCEPT Block 10 and the two adjacent bicycle sheds and Block 14  
more particularly delineated in blue on the annexed plan  
TOGETHER WITH a reservation of full rights of access to and from the  
Convent over the access thereto shaded brown on the annexed plan  
from and to Roebuck Road, Gisborne.

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BLOCK 3 Interior continuedArea 25

Reglue carpet at upstands where necessary  
 Ease exterior entrance door at bottom  
 Replace window cords

Structural

Strengthen roof and longitudinal bracing to  
 Ministry of Works and Development's standards

Mechanical

Reposition portable heater gas nozzle to comply with  
 regulations

Electrical

Replace porcelain rewirable fuses in distribution  
 board with MCB's  
 Reclip exposed cable along soffit  
 Clip cable to wall at southwest corner  
 Upgrade lighting in areas 20 and 21 to state school  
 standards

Fire Protection

Change the locks on alternative egress doors from  
 20-21, 22 and 23 so that they may be opened from  
 the inside without the use of keys  
 Provide a hose reel with 25m of 12mm hose outside  
 area 23

BLOCK 4Exterior

Replace roofing iron, cappings and internal gutters  
 Repaint exterior including roof

2.2.82

31.3.83

31.3.84

31.3.85

31.3.86

31.3.87

x  
x  
x

x

x

x  
x  
x  
x  
x

x

x

x  
x  
x

BLOCK 4 continued  
Exterior contd  
South Side  
 Renew flashings over 3 windows  
 Replace 2 wire vents  
 Reseal downpipe to stormwater pipe  
 Fit extra brackets to downpipes at east and west ends  
 Remove rust on cast iron downpipe before painting

North Side  
 Replace 12 metres of seating  
 Refix downpipe to wall at west end of side

West End  
 Replace 3 vents  
 Replace spouting  
 Rake out and reseal cracks in stucco with fibreglass tape before painting

Interior  
Area 26  
 Ease entrance door  
 Redecorate  
 Repair sash and refit casement stay second sash from fire access door  
 Fit new catch to sash  
 Resurface chalkboard  
 Fix handrail at entrance steps to classroom

Area 27  
 Replace draught stop at entrance door  
 Redecorate  
 Fit 2 new window cords  
 Replace window fittings where necessary

2.2.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
	X X X X X				
	X X				
	X				
		X			
			X		
	X X X				
	X X X				
	X				





BLOCK 5 Exterior continued  
 Reputty bottom of windows north and south side before repainting (bottom of glass)  
 Repaint  
 Prime and repaint roof  
 Refix seat at west end by turning over to remove split section at front edge

Interior  
Area 35  
 Fit hardboard over floor and cover with vinyl  
 Revarnish all varnish work  
 Adjust catches on glass doors  
 Ease windows on south side and fit handles and catches where missing

Fire Protection  
 Provide an additional door for an alternative means of egress in area 35  
 Install a 10 litre water type fire extinguisher

General  
 Disconnect bench gas taps and gas to block and make good to Education Board standards

BLOCK 6  
Exterior  
 Fit covers to two gully traps  
 Fit 9 vents  
 Refit soffitt batten  
 Reseal joints in spouting  
 Provide cabin hook to door area 46  
 Repaint block including roof and area 40 entrance porch  
 Reputty windows where putty lines cracked

2.2.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
	X X X X				
	X				
		X			
X	X				
		X			
	X X X X X X X				

	2.2.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<u>BLOCK 6 Exterior continued</u>						
<u>West End</u>						
Replace 3 vents		X				
Replaster foundation and plinth where broken off		X				
Renew spouting			X			
<u>North Side</u>						
Paint bottom section of cast iron downpipe and renew						
centre section of galvanised iron at both ends of						
building		X				
Renew two wire vents		X				
Renew spouting			X			
Seal reinforcing steel and replaster stucco over the						
lean to roof where broken away from the flashing		X				
leaving reinforcing steel exposed						
<u>East End</u>						
Replace 4 vents		X				
Renew flashings, cappings and internal gutters on						
flat roof areas			X			
Flash over back of spouting where roofing iron has						
been cut short		X				
<u>Interior</u>						
<u>Area 36</u>						
Clean down and restain varnish work.		X				
Fit new furniture to door		X				
Adjust window winders and cords on north wall		X				
Provide wooden edging to display boards		X				
Repair or replace window winders on south wall		X				
<u>Area 37</u>						
Restain varnish work		X				
Adjust window winders		X				
Refix loose window catches and fit new ones where						
missing		X				
Replace chalkboard		X				
<u>Area 38</u>						
Restick carpet tiles where lifting		X				
Repair spirals to top windows which are not operating						
properly		X				



BLOCK 6 Interior Areas 42 and 43 continued  
 Replace cracked toilet seat and top to cistern  
 Reseal WC pan spigot to collar of riser  
 Refix quads to corners where pulled away and provide  
 quad at intersections of architrave and wall  
 Rake out fibrous plaster joints and restop as required  
 Redecorate

Area 44  
 Redecorate area  
 Replace bent quadrant stay to window  
 Remove carpet tile strips from doorway to area 38  
 and replace with full tiles and threshold strip  
 Lubricate locks on doors to areas 38 and 39  
 Patch hinge rebates in door to area 39 prior to  
 redecoration  
 Repaint floor

Area 45  
 Punch nails sand and seal floor  
 Revarnish and repaint area  
 Ease windows and provide 6 pull handles  
 Replace hand basin and 1 light shade

Area 46  
 Redecorate area  
 Adjust door stop to area 45  
 Provide window pull handles  
 Replace broken window pane

Structural  
 Strengthen foundation bracing to Ministry of Works  
 and Development's standards

Electrical  
 Upgrade distribution board, area 41 and replace  
 rewirable fuses with MCB's  
 Replace all subcircuit VIR wiring throughout the  
 block with PVC/TPS equivalent

2.2.82

31.3.83

31.3.84

31.3.85

31.3.86

31.3.87

X

X

X

X

X

X

X

X

X

X

X

X

X

X

X

X

X

X

X

X

X

X

X

X



BLOCK 6 Electrical continued  
Upgrade lighting throughout block to state school  
standard

Upgrade existing switch socket outlets throughout block with new accessories  
Provide additional wall socket outlets in classrooms to education board requirements

Change the locks on exit doors from areas 36-39, 44 and 46 so that they may be opened from the inside without the use of keys

Remove the locks from communicating doors between classrooms 37-39 and rehang one panel of the north end of the folding door between areas 36 and 37 as a normal hung door

## Exterior

Provide stormwater sump to downpipe from roof  
Provide cover for gully trap on west side

## Area 47

Line ceiling  
Provide 5 sets of 3 blade louvers along east wall  
and 4 sets along west wall by cutting out every  
intermediate stud to improve lighting and ventilation  
Replace tap top over basin

## Exterior

Replace roof with corrugated iron  
Fill holes and cracks in stucco and paint exterior  
after ~~interior~~ interior work has been completed

Chip floor to give key and replaster

Base cubicle doors and provide catches and handles  
Provide light and ventilation by fitting fixed  
ventilation louvres along west wall by cutting  
centre stud out from each cubicle and two bays  
over urinal and repaint total area

[illegible]





FIRE PROTECTION GENERAL

Install a low voltage fail safe manual fire alarm/class change system with call points and bells as follows:

Block 1 Call point in area 3 outside area 10.  
Bells in area 3 opposite the entrance  
and at the east end of the building  
outside area 7

Block 3 Call point on the north side outside  
area 23, bells on the north side outside  
area 20 and at the east end outside  
area 24

Block 4 Call point in area 32. Bells on area  
33 outside area 27, the north side  
outside area 27 and the east end outside  
area 31

Block 6 Call point in area 44, Bells in  
area 45 outside area 37 and on the  
south side opposite area 44

BLOCK 1Fire Protection

Change the locks on the alternative egress doors from  
classrooms 20-21 and 23 so that they may be opened  
from the inside without the use of a key

2.2.82

31.3.83

31.3.84

31.3.85

31.3.86

31.3.87

x

x

x

x

x

BUILDING REQUIREMENTS

Demolish Block 1  
 Replace or demolish Block 9  
 Provide the following by new construction or  
 remodeling:

Classroom area totalling 93m<sup>2</sup>  
 Staffroom of 37m<sup>2</sup>  
 Staff kitchen of 4.5m<sup>2</sup>  
 Interview room of 7m<sup>2</sup>  
 Casualty/sickroom of 14m<sup>2</sup>  
 WC pan for girls toilets  
 One female staff toilet containing 1 WC  
 pan, 1 washhand basin and a sanitary towel  
 disposal unit

2.2.82

31.3.83

31.3.84

31.3.85

31.3.86

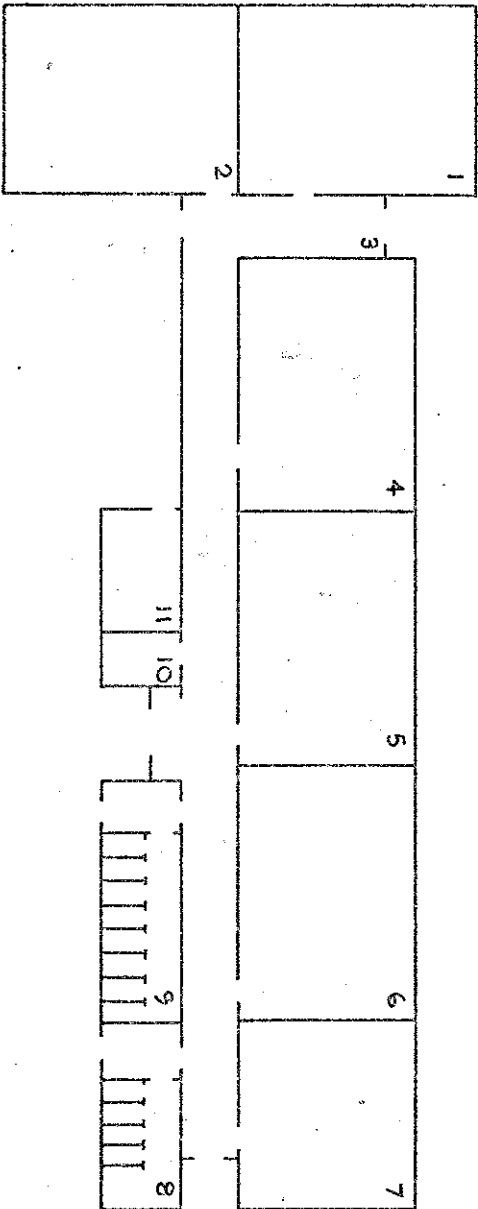
31.3.87

x

x

x

x

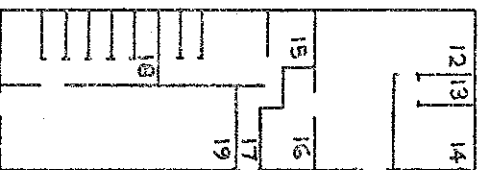


# ROOM

ROOM	AREA
1 CLASSROOM	66.12 m <sup>2</sup>
2 CLASSROOM	66.12 m <sup>2</sup>
3 CORRIDOR	
4 CLASSROOM	65.33 m <sup>2</sup>
5 CLASSROOM	65.33 m <sup>2</sup>
6 CLASSROOM	65.33 m <sup>2</sup>
7 CLASSROOM	48.78 m <sup>2</sup>
8 BOYS TOILETS	
9 GIRLS TOILETS	
10 OFFICE	5.54 m <sup>2</sup>
11 STORE	14.32 m <sup>2</sup>

TOTAL AREA = 579.61 m<sup>2</sup>

## BLOCK 1



# ROOM

ROOM	AREA
12 STAFF	27.42 m <sup>2</sup>
13 TOILET	
14 SICK BAY	7.65 m <sup>2</sup>
15 BOYS TOILETS	
16 STORE	5.63 m <sup>2</sup>
17 CORRIDOR	
18 GIRLS TOILETS	
19 LOCKERS	

TOTAL AREA = 121.15 m<sup>2</sup>

## BLOCK 2

# DEPARTMENT OF EDUCATION

buildings division: integration of private schools  
School: ST MARY'S CONVENT, GISBORNE

Drawing No:

EIP081 02

Scale:

1:300

Date:

27 SEPTEMBER '79

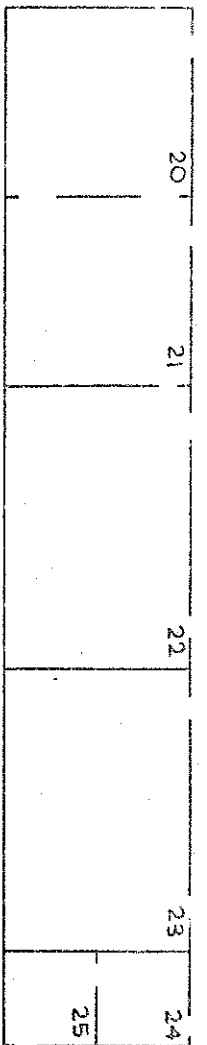
SHEET 2 OF 4 SHEETS

Revision

Drawn:

108

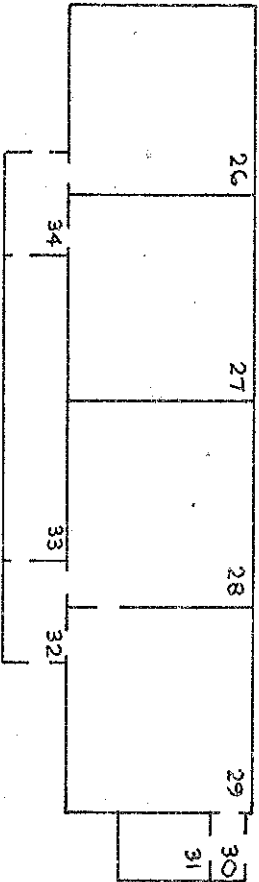
108



### BLOCK 3

ROOM	AREA
20 LIBRARY	52.93 m <sup>2</sup>
21 LIBRARY	52.93 m <sup>2</sup>
22 CLASSROOM	79.31 m <sup>2</sup>
23 CLASSROOM	79.31 m <sup>2</sup>
24 OFFICE	13.10 m <sup>2</sup>
25 OFFICE	12.96 m <sup>2</sup>

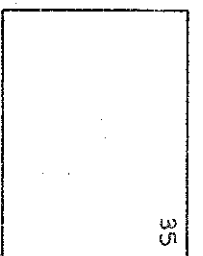
TOTAL AREA = 303.44 m<sup>2</sup>



### BLOCK 4

ROOM	AREA
26 CLASSROOM	52.93 m <sup>2</sup>
27 CLASSROOM	57.67 m <sup>2</sup>
28 CLASSROOM	57.67 m <sup>2</sup>
29 CLASSROOM	57.67 m <sup>2</sup>
30 ENTRANCE	
31 STORE	8.57 m <sup>2</sup>
32 FOYER	
33 CORRIDOR	
34 STORE	

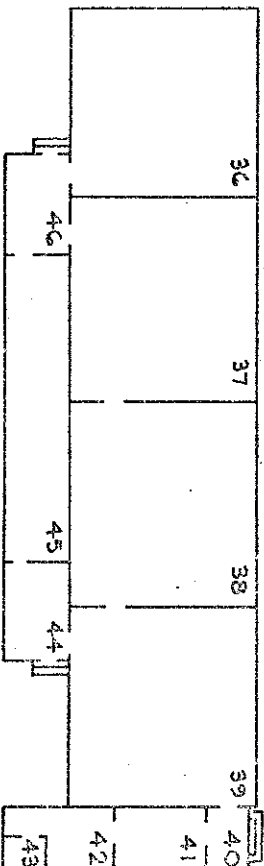
TOTAL AREA = 299.53 m<sup>2</sup>



### BLOCK 5

ROOM	AREA
35 SCIENCE	69.35 m <sup>2</sup>

TOTAL AREA = 12.15 m<sup>2</sup>



### BLOCK 6

ROOM	AREA
36 FILMS	52.93 m <sup>2</sup>
37 CLASSROOM	57.30 m <sup>2</sup>
38 CLASSROOM	58.04 m <sup>2</sup>
39 CLASSROOM	58.04 m <sup>2</sup>
40 ENTRANCE	
41 STORE	8.83 m <sup>2</sup>
42 STAFFROOM	8.37 m <sup>2</sup>
43 TOILET	
44 LOBBY	
45 CORRIDOR	
46 LOBBY	

TOTAL AREA = 315.29 m<sup>2</sup>

## DEPARTMENT OF EDUCATION

buildings division: integration of private schools  
School: ST MARY'S CONVENT, GISBORNE

Drawing No:

EIP 081 03

Scale:

1:300

Date:

28 SEPTEMBER '79

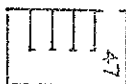
SHEET 3 OF 4 SHEETS

Revision

20 NOVEMBER 1981

Drawn:

281



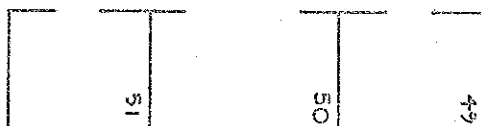
BLOCK 7

ROOM  
47 GIRLS' TOILETS  
TOTAL AREA = 13.71m<sup>2</sup>



BLOCK 8

ROOM  
48 BOYS' TOILETS  
TOTAL AREA = 27.55m<sup>2</sup>



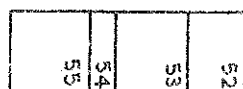
BLOCK 9

ROOM	DESCRIPTION	AREA
49	CARETAKER	25.09m <sup>2</sup>
50	PLAYSHED	32.30m <sup>2</sup>
51	STORAGE	25.09m <sup>2</sup>
<u>TOTAL AREA = 88.03m<sup>2</sup></u>		



BLOCK 11

ROOM  
56 RECEPTION  
57 DENTAL CLINIC



BLOCK 12

ROOM	DESCRIPTION	AREA
52	GIRLS' CHANGING	6.56m <sup>2</sup>
53	PUMP ROOM	8.42m <sup>2</sup>
54	STORE	2.75m <sup>2</sup>
55	BOYS' CHANGING	9.46m <sup>2</sup>
<u>TOTAL AREA = 30.58m<sup>2</sup></u>		



BLOCK 13

ROOM  
58 SWIMMING POOL  
AREA  
45m<sup>2</sup>

# DEPARTMENT OF EDUCATION

buildings division: integration of private schools  
School: ST MARY'S CONVENT, GISBORNE

Drawing No:

EIP 081 04

Scale:

1:300

Date:

28 SEPTEMBER '79

SHEET 4 OF  
4 SHEETS

Revision

18 DECEMBER 1981

Drawn:

228



FOURTH SCHEDULE.

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

<u>Total Staff Entitlement of School</u>	<u>Principal to be Appointed under S.65 (1) (a) Private Schools Conditional Integration Act 1975 Number of Staff to be so Appointed</u>	<u>Director of Religious Studies to be Appointed under S.65 (1) (b) Private Schools Conditional Integration Act 1975 Scale A or B1 or Higher</u>	<u>Senior Teacher Junior Classes to be Appointed under S.65 (1) (c) Private Schools Conditional Integration Act 1975 Number of Staff to be so Appointed</u>	<u>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)</u>	<u>Deputy Principal to be Appointed under S.66 Private Schools Conditional Integration Act 1975 Number of Staff to be so Appointed</u>
<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>	<u>Column 5</u>	<u>Column 6</u>
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	7	1
18	1	1	1	8	1
19	1	1	1	9	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:**

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

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

3. The School as at the effective date hereof has a staffing complement of THIRTEEN (13) teachers