

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

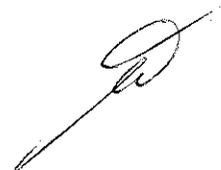
WHEREAS

- 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.

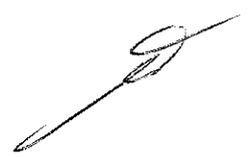
7. (a) THE Controlling Authority of the School shall be the Education Board of the Hawke's Bay Education District as constituted pursuant to Section 15 of the Education Act 1964.

(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-

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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.

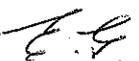
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10. (a) PREFERENCE of enrolment at the School under Section 29 (1) of the Private Schools Conditional Integration Act 1975 shall be given only to those children whose parents have established a particular or general religious connection with the Special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

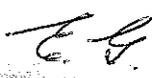


the School in terms of Section 54 of the Private Schools Conditional Integration Act 1975, it may be referred to the Controlling Authority of the School pursuant to the provisions of the said section.

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) (1) 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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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

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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.

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

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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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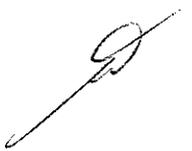


24. WHERE any of the costs associated with the conduct of the Proprietor's land and buildings that are not part of the School premises cannot be separated from the costs associated with the operation of the School premises, the Proprietor and the School Committee and/or the Controlling Authority shall 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.

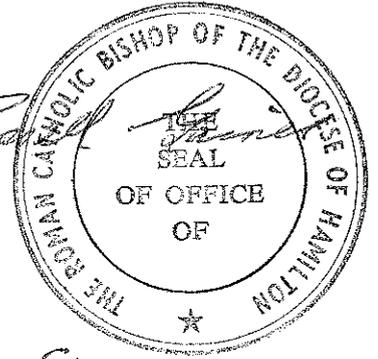
28. THE Minister shall subject to Clause 3 (d) and (e) of this Deed of Agreement after the effective date hereof maintain the School premises and the associated facilities in a state of repair order and condition as for a comparable State School under the same Controlling Authority and provide for the 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. S. Middleton
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 Hohiria 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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	2.2.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
SITE continued						
<u>Exterior Seating</u>		X				
Repair or replace broken seating under trees on eastern end of Block 5						
Re-align piles and replace broken and warped seating on east side of playing field		X				
<u>Incinerator</u>						
Reconstruct incinerator		X				
<u>Drainage</u>						
Clean out all drains and gullies		X				
Provide a dished drain running into a sump on the western end of Block 5 to prevent ponding		X				
<u>BLOCK 1</u>						
<u>Structural</u>						
Remove gables at end of block and above doorways	X					
<u>BLOCK 2</u>						
<u>Exterior</u>						
Repair soffitt lining on northeast corner		X				
Replace downpipe at southeast corner		X				
Provide 3 sump covers and clean out sumps		X				
Refix terminal vent back to wall on west side		X				
Seal downpipe to stormwater drain on northwest corner and repair soffitt lining		X				
Provide additional bracket to terminal vent on fascia at northeast corner		X				
Seal galvanised iron spouting to prevent corrosion from water run-off from aluminium roof		X				
Repaint exterior including internal spouting		X				
<u>Interior</u>						
<u>Area 12</u>						
Replace floor coverings					X	
Redecorate			X			
Adjust sliding door		X				
Free up louvre fittings and make them operate		X				
Paint window frame and architraves and finish moulds on north wall		X				

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	2.2.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
BLOCK 2 Interior continued						
Area 13						
Replace linoleum floor covering around WC pan		X				
Replace 1-5 blade louvre fitting		X				
Redecorate			X			
Area 14						
Provide strip along sill and linoleum to weather door		X				
Provide lock-up doors to first aid cabinet		X				
Areas 15 and 17						
Strip and replace situflex floor covering		X				
Overlay wall in entrance where damaged with 12mm particle board and paint		X				
Lubricate lock to entrance door		X				
Clean rust off washhand basin brackets and repaint		X				
Replace sloping splash panel on urinal with a proper threshold step		X				
Ease 2 WC exterior doors and replace indicator locks		X				
Repair cistern at north end		X				
Ease door on cleaning cupboard		X				
Replace 5 sets of louvre fittings		X				
Repaint (half cost to be met by Education Board)		X				
Area 18						
Repaint (half cost to be met by Education Board)		X				
Replace 3 cubicle indicator locks		X				
Replace 6-5 blade louvre fittings		X				
Replace 2 toilet seats		X				
Replace 2 tops to low down cisterns		X				
Resurface floor		X				
Area 19						
Resurface floor		X				
Repaint (half cost to be met by Education Board)		X				
Replace one window catch south end		X				
Adjust catch on cupboard door		X				
Refix bottom locker shelves and provide bracket at centre of each bay		X				
Replace broken mirror		X				

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1/2
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X

X

	2.2.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<u>BLOCK 2 continued</u>						
<u>Electrical</u>						
Replace porcelain rewirable fuses with MCB's		X				
<u>BLOCK 3</u>						
<u>Exterior</u>						
Seal galvanised iron spouting to prevent corrosion from water run-off from aluminium roof		X				
Provide extra brackets to down pipes		X				
Replace fibrous plaster soffit lining with asbestos and fit ventilation panels		X				
Repair hole in soffit where downpipe comes through		X				
Renail and flush fibrous plaster soffit on north side		X				
Replace fibrous plaster soffit with asbestos on east end and paint		X				
Clean off pitting from aluminium windows on north side and paint		X				
<u>Interior</u>						
<u>Areas 20 and 21</u>						
<u>Adjust Lockset</u>		X				
<u>Area 22</u>						
Ease entrance door west end of classroom and refix door stop		X				
Replace window catch and cord on sash at east end of south wall		X				
Resurface chalkboard				X		
<u>Area 23</u>						
Check all fanlight stays and refix to sashes as required		X				
Replace blackboards				X		
Replace missing curtain track on centre window on south and north walls		X				
<u>Area 24</u>						
Replace carpet at upstands where necessary		X				
Redecorate		X				

	2.2.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<u>BLOCK 3 Interior continued</u>						
<u>Area 25</u>						
Reglue carpet at upstands where necessary		X				
Ease exterior entrance door at bottom		X				
Replace window cords		X				
<u>Structural</u>						
Strengthen roof and longitudinal bracing to Ministry of Works and Development's standards			X			
<u>Mechanical</u>						
Reposition portable heater gas nozzle to comply with regulations		X				
<u>Electrical</u>						
Replace porcelain rewirable fuses in distribution board with MCB's		X				
Reclip exposed cable along soffit		X				
Clip cable to wall at southwest corner		X				
Upgrade lighting in areas 20 and 21 to state school standards		X				
<u>Fire Protection</u>						
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	X					
Provide a hose reel with 25m of 12mm hose outside area 23		X				
<u>BLOCK 4</u>						
<u>Exterior</u>						
Replace roofing iron, cappings and internal gutters		X				
Repaint exterior including roof		X				

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BLOCK 4 continued						
<u>Exterior contd</u>						
<u>South Side</u>						
Renew flashings over 3 windows	X					
Replace 2 wire vents	X					
Reseal downpipe to stormwater pipe	X					
Fit extra brackets to downpipes at east and west ends	X					
Remove rust on cast iron downpipe before painting	X					
<u>North Side</u>						
Replace 12 metres of seating	X					
Refix downpipe to wall at west end of side	X					
<u>West End</u>						
Replace 3 vents	X					
Replace spouting	X					
Rake out and reseal cracks in stucco with fibreglass tape before painting	X					
<u>Interior</u>						
<u>Area 26</u>						
Ease entrance door		X				
Redecorate			X			
Repair sash and refit casement stay second sash from fire access door	X					
Fit new catch to sash	X					
Resurface chalkboard		X				
Fix handrail at entrance steps to classroom	X					
<u>Area 27</u>						
Replace draught stop at entrance door	X					
Redecorate	X					
Fit 2 new window cords	X					
Replace window fittings where necessary	X					

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	2.2.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<u>BLOCK 4 Interior continued</u>						
<u>Area 4</u>						
Remove borer infested boards relime with hardboard and repaint		X				
Ease window on south side		X				
Replace bay locker shelves		X				
<u>Structural</u>						
Strengthen foundation bracing to Ministry of Works and Development's standards					X	
<u>Electrical</u>						
Replace porcelain rewirable fuses on distribution board in area 31 with MCB's		X				
Replace white TRS circuit and insulate all bare earth continuity conductors	X					
Upgrade lighting in areas 26-29 to state school standards		X				
Relocate light switch in area 26 to more accessible position		X				
Provide additional wall socket outlets in area 26 to Education Board requirements		X				
<u>Fire Protection</u>						
Change the locks on exit doors from areas 27, 28, 30, 32 and 34 so that they may be opened from the inside without the use of keys	X					
Rehang one panel of the north end of the folding door between classrooms 27 and 28 as a normal door so that it can be used for egress	X					
<u>BLOCK 5</u>						
<u>Exterior</u>						
Refix base boards south side		X				
Replace cracked asbestos sheets under windows on north side		X				
Replace door frame and repair lead flashing		X				
Replace galvanised iron downpipe on south side		X				
Provide grate to gully trap east end		X	X			

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	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 leaving reinforcing steel exposed		X				
<u>East End</u>						
Replce 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				

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	2.2.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
BLOCK 6 Interior Area 38 continued						
Repair sashes and cords		X				
Replace one cord		X				
Refix quadrant stays north windows, replace damaged timber beads		X				
Replace blackboard						X
Provide support to all shelves at middle of each bay						
With wider support for top shelf		X				
Redecorate (half cost to be met by Education Board)						
Area 39						
Repair top sashes on north wall and adjust spirals as necessary		X				
Repair spirals and replace cord south wall		X				
Replace blackboard		X				
Fit edging beads to 3 display boards		X				
Area 41						
Repair trap door in floor		X				
Clear paper from underfloor		X				
Sand and seal floor		X				
Replace casement stay to window		X				
Rake out putty lines of sashes and reputty prior to painting		X				
Repair leak and make good plaster ceiling		X				
Replace skirting on north wall and remove cleats		X				
Replace south wall prior to painting		X				
Redecorate		X				
Areas 42 and 43						
Sand floor, provide hardboard underlay and vinyl floor covering to floor including threshold and toilet area		X				
Repair hole in door caused by coat hook and reposition coat hook		X				
Replace skirting		X				
Ease casement windows		X				
Rake out and reputty all sashes prior to painting		X				
Check water faucet over basin for leak		X				
Ease door to toilet, adjust striker plate so door will lock		X				

TS

<p><u>BLOCK 6 Interior Areas 42 and 43 continued</u> 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</p>	<p>2.2.82</p>	<p>X X X X X X</p>	<p>31.3.83</p>	<p>31.3.84</p>	<p>31.3.85</p>	<p>31.3.86</p>	<p>31.3.87</p>
<p><u>Area 44</u> 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</p>		<p>X X X X X X</p>					
<p><u>Area 45</u> Punch nails sand and seal floor Revarnish and repaint area Ease windows and provide 6 pull handles Replace hand basin and 1 light shade</p>		<p>X X X X X</p>					
<p><u>Area 46</u> Redecorate area Adjust door stop to area 45 Provide window pull handles Replace broken window pane</p>		<p>X X X X X</p>					
<p><u>Structural</u> Strengthen foundation bracing to Ministry of Works and Development's standards</p>							
<p><u>Electrical</u> Upgrade distribution board, area 41 and replace rewirable fuses with MCB's Replace all subcircuit VIR wiring throughout the block with PVC/TPS equivalent</p>		<p>X X X</p>					

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<p><u>BLOCK 8 continued</u> <u>Interior</u> Remove 100 x 50 timber lying over entrance to exterior urinals Replace 2 pressed steel handbasins</p>	<p>2.2.82</p>	<p>31.3.83</p>	<p>31.3.84</p>	<p>31.3.85</p>	<p>31.3.86</p>	<p>31.3.87</p>
<p><u>BLOCK 9</u> <u>Exterior</u> Line under soffits and paint exterior including roof</p>	<p>X</p>	<p>X</p>				
<p><u>Interior</u> Line ceiling and paint</p>		<p>X</p>				
<p><u>BLOCK 11 (Dental Clinic)</u> <u>Exterior</u> Fit corner stops to either side of 150 x 25 board at entrance</p>		<p>X</p>				
<p>Fit tanalised 150 x 25 board along north side to bottom of asbestos to prevent further cracking Renew downpipe on south side and provide stormwater sump Repaint exterior</p>		<p>X X</p>				
<p><u>Interior</u> Fit new latch set to entrance door Provide new exterior door and frame with sill Make opening window on south wall operate Ease cupboard door to hot water cupboard</p>		<p>X X X X X</p>				
<p><u>Fire Protection</u> Install a 3kg CO₂ extinguisher</p>		<p>X</p>				
<p><u>BLOCK 12</u> <u>Exterior</u> Replace downpipe Prime and paint galvanised iron roof, spouting Punch rusting nails and seal, paint all timber work Replace asbestos sheet at north end Seal all pipes on west wall to prevent entry of water</p>		<p>X X X X X X X X</p>				

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	2.2.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
BLOCK 12 continued						
Interior						
Area 52						
Place row of dwangs at top of seats, line walls from seats up including ceiling and paint		X				
Place board on south wall behind door to protect wall lining from door handle		X				
Cover exposed power cable						
Clean out birds nest from soffit before ceiling linings placed	X	X				
Area 53						
Replace louvre blade		X				
Area 54						
Reposition PVC tank in filter room		X				
Area 55						
Replace 3 fixed louvre blades		X				
Line with chipboard and paint		X				
Provide door stop to prevent handle of door damaging asbestos		X				
BLOCK 13						
Build up soil to edges of paths where required		X				
Cut off ends of fence rails at southeast corner		X				
Retighten bottom wire on west fence and secure to middle standard and tighten lacing to wire on top rail		X				
Provide middle backing wire to all netting fences		X				
MECHANICAL-GENERAL						
Replace existing radiant gas heating in all classrooms with a system that does not discharge the products of combustion into the room		X				

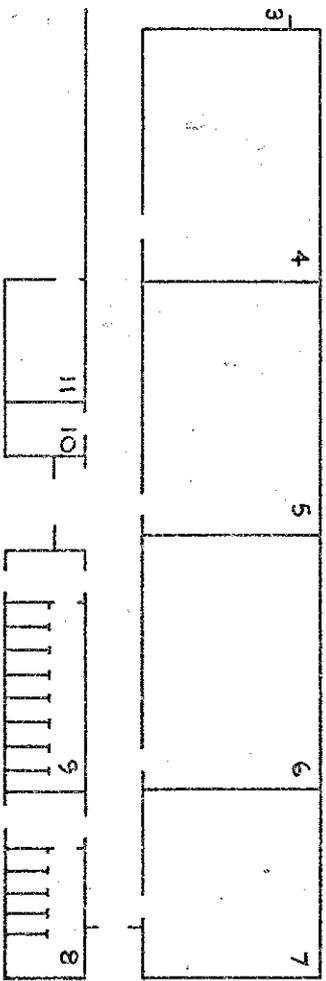
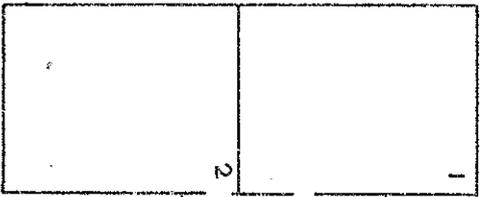
ES

BUILDING REQUIREMENTS

Demolish Block 1
 Replace or demolish Block 9
 Provide the following by new construction or remodeling:
 Classroom area totalling 93m²
 Staffroom of 37m²
 Staff kitchen of 4.5m²
 Interview room of 7m²
 Casualty/sickroom of 14m²
 WC pan for girls toilets
 One female staff toilet containing 1 WC pan, 1 washhand basin and a sanitary towel disposal unit



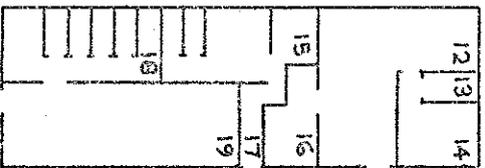
	2.2.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
			X			
		X				
			X			
						X



BLOCK 1

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

TOTAL AREA = 579.61 m²



BLOCK 2

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

TOTAL AREA = 121.15 m²

DEPARTMENT OF EDUCATION

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

E. S.

Drawing No: EIP 081 02

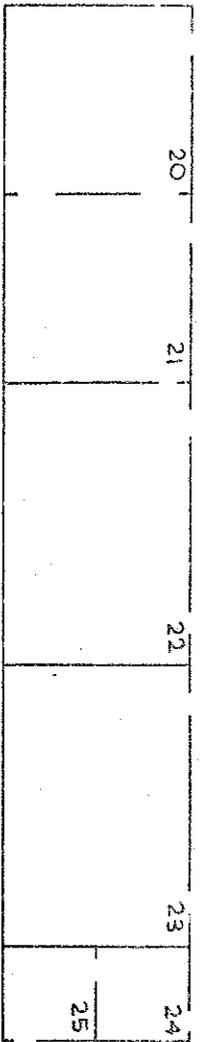
Date: 27 SEPTEMBER '79

Revision

Scale: 1:300

SHEET 2 OF 4 SHEETS

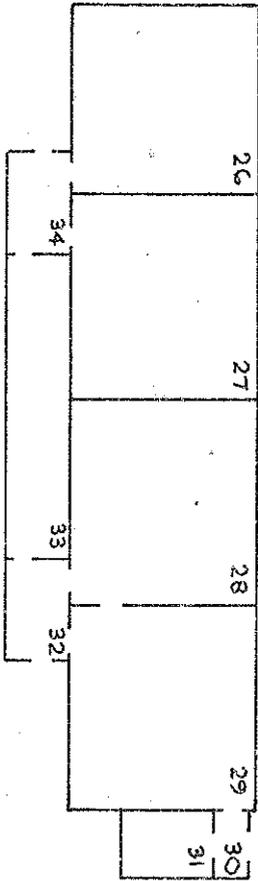
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BLOCK 3

ROOM	AREA
20	52.93 m ²
21	52.93 m ²
22	79.31 m ²
23	79.31 m ²
24	13.10 m ²
25	12.96 m ²

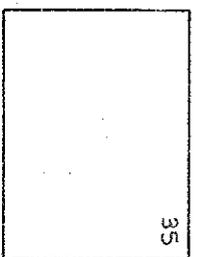
TOTAL AREA = 303.44 m²



BLOCK 4

ROOM	AREA
26	52.93 m ²
27	57.67 m ²
28	57.67 m ²
29	57.67 m ²
30	ENTRANCE
31	STORE
32	FOYER
33	CORRIDOR
34	STORE

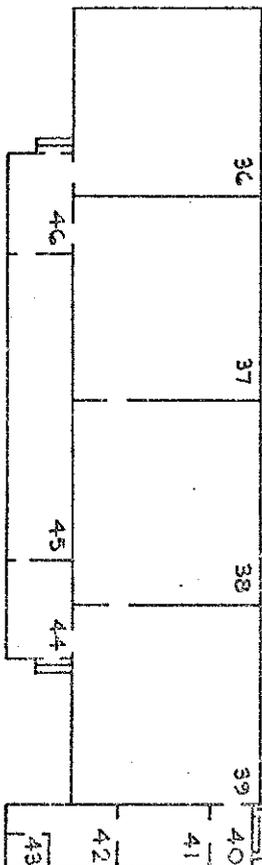
TOTAL AREA = 299.58 m²



BLOCK 5

ROOM	AREA
35	69.35 m ²

TOTAL AREA = 72.15 m²



BLOCK 6

ROOM	AREA
36	52.93 m ²
37	57.30 m ²
38	58.04 m ²
39	58.04 m ²
40	ENTRANCE
41	STORE
42	STAFFROOM
43	TOILET
44	LOBBY
45	CORRIDOR
46	LOBBY

TOTAL AREA = 315.29 m²

DEPARTMENT OF EDUCATION

buildings division: integration of private schools
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Drawing No:

EIP 081 03

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SHEET 3 OF 4 SHEETS

Revision

20 NOVEMBER 1981

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BLOCK 7

ROOM
47 GIRLS' TOILETS
TOTAL AREA = 13.71m²



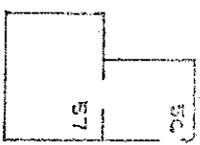
BLOCK 8

ROOM
48 BOYS' TOILETS
TOTAL AREA = 27.55m²



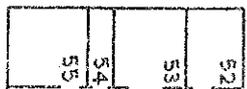
BLOCK 9

ROOM	AREA
49 CARETAKER	25.09m ²
50 PLAYSHED	32.30m ²
51 STORAGE	25.09m ²
TOTAL AREA = 58.03m ²	



BLOCK 11

ROOM
56 RECEPTION
57 DENTAL CLINIC



BLOCK 12

ROOM	AREA
52 GIRLS' CHANGING	6.56m ²
53 PUMP ROOM	8.42m ²
54 STORE	2.75m ²
55 BOYS' CHANGING	9.46m ²
TOTAL AREA = 30.58m ²	



BLOCK 13

ROOM
58 SWIMMING POOL
AREA
45m²

DEPARTMENT OF EDUCATION

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

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Drawing No:	EIP 081 04	Scale:	1:300
Date:	28 SEPTEMBER '79	Drawn:	SHEET 4 OF 4 SHEETS
Revision:	18 DECEMBER 1981		

FOURTH SCHEDULE.

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

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

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