

THIS DEED OF AGREEMENT is made the <sup>18<sup>th</sup></sup> day of <sup>May</sup>  
One thousand nine hundred and <sup>eighty</sup> (1980)

BETWEEN THE ROMAN CATHOLIC BISHOP OF THE DIOCESE

OF DUNEDIN a "Corporation Sole" (hereinafter with  
his successors referred to as "the Proprietor") of the first  
part AND HER MAJESTY THE QUEEN acting by and through the  
Minister of Education (hereinafter referred to as "the  
Minister") of the second part

WHEREAS

- A The Proprietor is the owner of ST. MARY'S  
Primary School, GORE (hereinafter referred  
to as "the School").
- B The School is a Roman Catholic Primary School  
for BOYS and GIRLS from NEW ENTRANTS to STANDARD FOUR  
offering Education with a Special Character.
- C The School was established in 1890 and up to the  
effective date of integration was conducted and staffed  
by members of the Roman Catholic Religious Order of  
Women, known as SISTERS OF MERCY. The said  
Order will continue after the effective date of  
integration to offer teaching staff to the school, so  
long as it has members available for that purpose.
- D The Minister and the Proprietor have agreed to enter  
into this Deed of Agreement pursuant to the Private  
Schools Conditional Integration Act 1975, whereby the  
School is to be established as an integrated school.

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


1. THAT the Minister and the Proprietor HEREBY AGREE that the School is to become an integrated School pursuant to the Private Schools Conditional Integration Act 1975.
2. THE School's Special Character as is hereinafter described, shall incorporate the Education with a Special Character as provided in the School AND IT IS HEREBY AGREED AND DECLARED that the School shall at all times in the future be conducted and operated so as to maintain and preserve the School's Special Character and these presents shall be interpreted so as to maintain and preserve the Special Character of the School.
3. ON behalf of the Proprietor is hereby agreed that:-
  - (a) The Proprietor is the owner of all the land and improvements more particularly described in the First Schedule hereto (hereinafter referred to as "the Proprietor's land") and of which for the purposes of this Deed of Agreement, the School premises form part only. The School premises for the purpose of this Deed of Agreement being the land and improvements more particularly described in the Second Schedule hereto (hereinafter referred to as "the School premises").
  - (b) The Proprietor shall set apart and appropriate as owner all the School premises and all the chattels and other


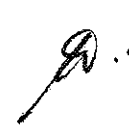
assets of the Proprietor associated with the School exclusively for the purposes of the School as an integrated School, so that the Controlling Authority of the School shall have the exclusive right to the possession and use of the School premises and chattels - PROVIDED THAT -

- (i) At the request of the Proprietor, the School Committee may grant the use of the School premises and chattels to the Proprietor or other person or persons at any time when the School premises and chattels are not required for school purposes and the School Committee shall not unreasonably or arbitrarily withhold its consent. The School Committee may require the Proprietor or other person or persons to pay a reasonable fee to the School Committee as a condition of such use.
- (ii) With the consent of the Proprietor, the School Committee may grant the use of the School premises and chattels to other person or persons at any time when the School premises and chattels are not required for School purposes and the Proprietor shall not unreasonably or arbitrarily withhold his consent. The School Committee may require any such person or persons to pay a reasonable fee to the School Committee as a condition of such use.

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- (iii) As at the effective date certain chattels used in conjunction with the School and not purchased with money appropriated by Parliament represent donations or presentations to the School and/or have some special intrinsic and/or historic value and it is acknowledged that such chattels shall remain the exclusive property of the Proprietor notwithstanding that the Proprietor may continue to allow the School the use of them. Such chattels are more particularly described in the Third Schedule hereto (herein referred to as the "Proprietor's chattels").
- (c) The Proprietor shall accept and meet the liability for all mortgages, liens and other charges upon the land and buildings comprising the School premises.
- (d) The Proprietor shall plan, pay for, and execute the improvements described in the Fourth Schedule hereto, to the School premises, so as to bring the School buildings and associated facilities forming part of the School premises up to the minimum standard for comparable State Schools prevailing at the effective date of this Deed of Agreement. Such improvements to be carried out in accordance with the dates specified against such improvements in the Fourth Schedule hereto. The Proprietor shall upon completion of any improvements to electrical services described in the Fourth Schedule hereto arrange for the local Electrical Supply Authority to inspect the School premises in terms of Regulation 45 of the Electrical Supply Regulations 1976. + JPR
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- (e) The Proprietor shall plan, execute and pay for such capital works and associated facilities at the School as may be approved or required, from time to time, by the Minister pursuant to Section 40 (2) (d) of the Private Schools Conditional Integration Act 1975.
  - (f) The Proprietor may own or hold upon trust, and control and maintain, any land, buildings and associated facilities that, although not part of the integrated School premises in terms of this Deed of Agreement are regarded by the Proprietor as appropriate to maintain the Special Character of the School.
  - (g) The Proprietor shall insure all the buildings forming part of the School premises and the Proprietor's chattels owned or held upon trust for the purposes of the School and the other assets owned by the Proprietor for the purposes of the School against risks normally insured against, in some responsible insurance office in New Zealand, and further acknowledges the obligation on him created by Section 40 (2)(h) of the Private Schools Conditional Integration Act 1975.
  - (h) No person employed at the School and paid for his services in whole or in part out of moneys appropriated by Parliament, shall be paid by the Proprietor or his servants or agents any remuneration additional to that provided for by the Private Schools Conditional Integration Act 1975 or shall be granted or permitted any condition of service more favourable than that permitted in the case of a person employed in a similar position in a State School PROVIDED HOWEVER that a teacher to whom the provisions of Section 71 of the Private Schools Conditional Integration Act 1975 
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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.

SUBJECT TO a debt due to the ROMAN CATHOLIC DIOCESE OF DUNEDIN.

5. THE Special Character of the School is that it is a Roman Catholic School for boys and girls established by the Roman Catholic Bishop of the Diocese of Dunedin, New Zealand, for the Roman Catholic Community of the Diocese of Dunedin which promotes and supports the School and of which the School is part, to provide and to continue to provide Education with a Special Character, that is to say:-

The School is a Roman Catholic School in which the whole School community through the general School programme and in its Religious instructions and 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 Dunedin.

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6. THE Proprietor of the School subject to the provisions of this Deed of Agreement:-

- (a) Shall continue to have the responsibility to supervise the maintenance and preservation of the Education with a Special Character provided by the School;
- (b) Shall continue to have the right to determine from time to time what is necessary to preserve and safeguard the Special Character of the Education provided by the School and described in this Deed of Agreement;
- (c) May invoke the powers conferred upon him by the Private Schools Conditional Integration Act 1975, if in the opinion of the Proprietor the Special Character of the School as defined and described in this Deed of Agreement has been or is likely to be jeopardised or the Education with a Special Character provided by the School as defined and described in this Deed of Agreement is no longer preserved and safeguarded.

7. (a) THE Controlling Authority of the School shall be the Education Board of the SOUTHLAND 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; *JPR*

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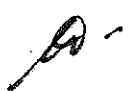
- (ii) SIX (6) members to be elected by the parents of children attending the School PROVIDED HOWEVER that in the event of the School roll altering at any time then the number of such members shall be fixed by ascertaining the number of members that a State School Committee would have, based on the current School roll in accordance with the provisions of the School Committee Administration Regulations 1965 and subtracting one from that number.
- (c) Any election conducted pursuant to Section 26 of the Private Schools Conditional Integration Act 1975 shall be conducted as nearly as possible in the manner prescribed by the School Committees Administration Regulations 1965 and any regulations made in amendment thereof or in substitution therefor, and the provisions of those regulations shall, with any necessary modifications, be applied accordingly.
- (d) The control and management of the School shall be exercised subject to the provisions of Section 25 (6) of the Private Schools Conditional Integration Act 1975.

8. THE School had a roll of one hundred and eighty (180) pupils as at the 30th September 1979 being the year when the roll figures were last compiled. It is agreed by and between the parties hereto that the maximum roll of the school shall be one hundred and eighty (180) 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

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


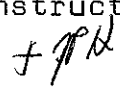
10. (a) PREFERENCE of enrolment at the School under Section 29 (1) of the Private Schools Conditional Integration Act 1975 shall be given only to those children whose parents have established a particular or general religious connection with the Special Character of the School and the Controlling Authority 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 NINE (9) 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. *tpd*
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11. IT is agreed by and between the parties hereto that as Religious observances and Religious instruction form part of the Education with a Special Character provided by the School, Religious observances and Religious instruction in accordance with the determination made from time to time by the Roman Catholic Bishop of the Diocese of Dunedin shall continue to form part of the School programme in accordance with Sections 31 and 32 of the Private Schools Conditional Integration Act 1975.

12. THE Proprietor, together with his servants, agents and licensees, shall, subject to the proviso to Section 40 (2) (i) of the Private Schools Conditional Integration Act 1975, have at all reasonable times access to the School to ensure that the Special Character of the School is being maintained.


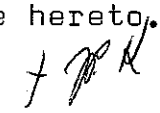
13. THE Proprietor, together with his servants, agents and licensees, shall have at all reasonable times access to the land and buildings of the School constituting the School premises sufficient to enable him to exercise the powers and carry out the responsibilities vested in him and imposed on him by the Private Schools Conditional Integration Act 1975 and by this Deed of Agreement.

14. AN advertisement for the position of Principal of the School shall in accordance with Section 65 (1) (a) of the Private Schools Conditional Integration Act 1975 state that a willingness and ability to take part in Religious instruction

appropriate to the Special Character of the School shall be a condition of appointment. Any person so appointed to the position of Principal shall accept these requirements as a condition of appointment. The Principal so appointed shall accept and recognise a responsibility to maintain and preserve the Special Character of the School.

15. THERE shall be a position at the School to be designated Director of Religious Studies in accordance with Section 65 (1) (b) of the Private Schools Conditional Integration Act 1975, which position shall be part of the normal staffing entitlement of the School as established by Regulations made under the Education Act 1964 and an advertisement for that position shall state that a willingness and ability to take part in Religious instruction appropriate to the Special Character of the School shall be a condition of appointment. Any person so appointed to the position of Director of Religious Studies shall accept these requirements as a condition of appointment. The Director of Religious Studies shall give guidance and provide effective leadership in Religious instruction and observances throughout the School PROVIDED HOWEVER that in the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement then the position of Director of Religious Studies shall be determined in accordance with the then current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder and as is more particularly described in the Fifth Schedule hereto.



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

17. THERE shall be two (2) other teaching positions at the school which in accordance with Section 65 (1) (c) of the Private Schools Conditional Integration Act 1975, shall be positions of importance carrying a responsibility for Religious instruction and an advertisement for these 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 of importance carrying a responsibility for Religious instruction shall be determined in accordance with the then current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder and as is more particularly described in the Fifth Schedule hereto.

18. IN the event of the staffing entitlement of the school altering at any time during the currency of this Deed of Agreement, whereby the School becomes entitled to a position of Senior Teacher Junior Classes, it is agreed pursuant to Section 65(1)(d) of the Private Schools Conditional Integration Act 1975 that the Controlling Authority of the School in advertising the position

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of Senior Teacher Junior Classes shall state that a willingness and ability to take part in Religious instruction appropriate to the Special Character of the School shall be a condition of appointment. Any person so appointed to the position of Senior Teacher Junior Classes shall accept these requirements as a condition of appointment.

19. THE position of Deputy Principal at the School is agreed pursuant to Section 66 of the Private Schools Conditional Integration Act 1975 to be a special position that requires particular capabilities in the teacher appointed, namely to assist in planning and organising the courses and programmes of the School to ensure that they reflect the Special Character of the School, and an advertisement for the position of Deputy Principal shall state that possession of these capabilities shall be a condition of appointment. Any person so appointed to the position of Deputy Principal shall accept these requirements as a condition of appointment.

20. THE Proprietor may with the consent of the School Committee in accordance with Section 69 (1) of the Private Schools Conditional Integration Act 1975 arrange for any retired teacher to undertake voluntary tasks to assist in the School with the teaching of Religious observances and Religious instruction appropriate to the Special Character of the School

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

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

23. THE School is a Primary School for GIRLS and BOYS 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 that is not part of the School premises cannot be separated from the costs associated with the operation of the School premises, the Proprietor and the School Committee and or the Controlling Authority shall contribute to such costs according to their respective use of the services and facilities.

25. IT is acknowledged by and between the parties hereto pursuant to Clause 24 hereof that certain of the services and facilities on or serving the Proprietor's land and the residence thereon are used in common for the purpose of the School premises and as is more particularly delineated on the plan forming part of the Second Schedule hereto. In particular the water supply, the power supply and the sewerage and drainage systems are all used in common and the costs of maintaining such services and facilities shall 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 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. *MPQ*

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27. THE Proprietor shall reimburse the Minister for the payment of salary, wages and the proportion of School holiday pay due and paid by the Minister in respect of the School year ending the 31st day of January 1981 to any person employed at the School up to the effective date of integration.

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 subject to Clause 3 (b) (iii) hereof provide for the maintenance of the chattels as though the School were a State School. The School shall be entitled to such furniture and equipment as the Controlling Authority supplies from time to time to comparable State Schools.

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

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.

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

SIGNED by

the Bishop J.P. KAVANAGH

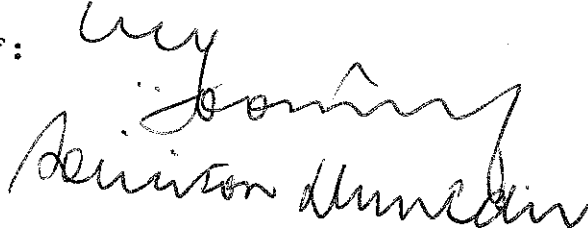


of the Diocese of Dunedin and

Sealed with the Seal of Office of the

Diocese of Dunedin in the

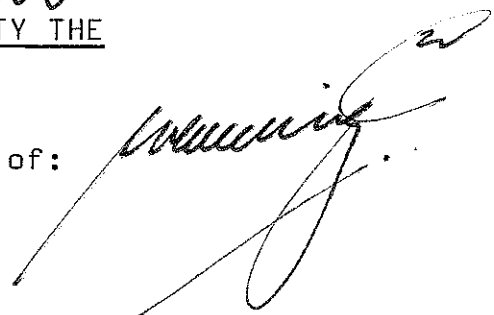
Presence of:



SIGNED FOR AND ON BEHALF OF HER MAJESTY THE

QUEEN by MERVYN LANGLOIS WELLINGTON

Minister of Education in the presence of:



FIRST SCHEDULE

THE PROPRIETOR'S LAND

All that the land, School buildings, Scout Hall, Dental Clinic, Convent and Garage, Meeting Room, Church and Presbytery and other improvements owned by the Roman Catholic Bishop of Dunedin situated at Ardwick Street, Gore being known as Saint Mary's Primary School, Ardwick Street, Gore and being more particularly described as follows:

FIRST all that freehold parcel of land containing 1618 square metres more or less being Lots 11 and 12, Deposited Plan 167 and Part of Section 54, Block 16, Town of Gore and being all the land in Certificate of Title 5D/451 (Invercargill Registry)

SECONDLY all that freehold parcel of land containing 809 square metres more or less and being Lot 18, Deposited Plan 197 and Part Section 54, Block 16, Town of Gore and being all the land in Certificate of Title 5D/453 (Invercargill Registry)

THIRDLY all that freehold parcel of land containing 2.0234 Hectares more or less and being Section 55, Block 16, Town of Gore and being all the land in Certificate of Title 5D/455 (Invercargill Registry)  
The land as described above is subject to a debt to the Roman Catholic Diocese of Dunedin. *TPR*

SECOND SCHEDULE

THE SCHOOL PREMISES

All that part of the Proprietor's land as described in the First Schedule hereto which is delineated in red on the annexed plan of the Proprietor's land, which plan forms part of this Schedule, TOGETHER WITH all the School buildings and other improvements thereon.

SAVE AND EXCEPT Classroom Block 3 (as shown on the site plan) and the land immediately surrounding the same more particularly delineated in blue on the annexed plan. The Proprietor reserves full rights of access between Ardwick Street and the said Classroom Block 3. *f PR*

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THIRD SCHEDULE

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

1. Six Statues of Blessed Virgin Mary
  2. Eight Crucifixes
  3. Picture of Christ
  4. Picture Last Supper (Salvador Dali)
  5. Picture 'Field at Arles' (van Gogh)
  6. Picture 'Barefoot Prodigy' (Moore)
  7. Picture 'Sunflower' (Rophlfs)
  8. Picture 'Blue Boy' (Gainsborough)
  9. Picture 'Young Girl Jumping Rope' (Renoir)
  10. Picture 'Goya' (Dona M Osonio) *+ JKR*
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# ST MARY'S SCHOOL, GORE

## WORKS TO BE CARRIED OUT BY THE PROPRIETOR IN RELATION TO THE INTEGRATED SCHOOL

### FOURTH SCHEDULE

These works are to be planned, executed and paid for by the proprietor subject to the provisions of this schedule in relation to the buildings and associated facilities to bring them up to the minimum standard for a comparable state school.

AGREED PHASING OF WORK TO BE COMPLETED BY

SITE	26.5.80	31.3.81	31.3.82	31.3.83	31.3.84	31.4.85
Sealed areas						
Fence, level and seal a 5m wide driveway from Ardwick Street and provide parking area						
Resurface tennis court			x	x		
Fencing						
Replace netting on fences around tennis court area with mesh type netting			x			
BLOCK 2						
Exterior						
Recaulk sills on north side where old sealant has shrunk						
Replace lath in sunscreen						
Renail roof areas where nails are loose or missing						
Apply fungicide to kill moss on south side brickwork						
Reshape lead flashings where these have become misshapen						
Replace rotting window mullion in clerestorey window						
Repair outside seating						
Effect general repairs prior to repainting (suspected rot in upper weatherboards and subframing)						
Repoint exterior						
Interior						
Repair walls in boys' and girls' toilets						
Repair locks on toilet doors						
Repair door stops						

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FOURTH SCHEDULE

AGREED PHASING OF WORK TO BE COMPLETED BY

	26.5.80	31.3.81	31.3.82	31.3.83	31.3.84	31.3.85
BLOCK 2 (continued)						
Interior (continued)						
Refasten diffusers of borrowed lights		x				
Replace corner facing		x				
Revarnish walls in boys' and girls' toilets		x				
Repair leaking pipe above urinal		x				
Area 7						
Adjust window fasteners		x				
Provide ventilation in store		x				
Repair curtains		x				
Area 8						
Ease door		x				
Area 13						
Adjust window fasteners		x				
Refix drooping softboard ceiling		x				
Mechanical						
Area 7						
Install one wall mounted thermostat controlled 3KW electric skirting heater similar to existing heaters Areas 12 and 13			x			
Remove existing oil fired heaters. Make power and fuel supply safe. Make good decor.						
Install four wall mounted 2KW electric convector heaters in each of areas 12 and 13 to supplement existing fan heaters		x				
Area 14						
Replace infra red heater with one wall mounted thermostat controlled 2KW convector heater		x				
Area 16						
Replace infra red heater with one wall mounted thermostat controlled 1.5KW skirting heater		x				
Areas 18 and 20						
Install one wall mounted 480W tubular heater with low temperature thermostat in each area		x				

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Appx

AGREED PHASING OF WORK TO BE COMPLETED BY

	26.5.80	31.3.81	31.3.82	31.3.83	31.3.84	31.3.85
BLOCK 2 (continued)						
<u>Mechanical (continued)</u>						
Control all electric heating in Block 2, except that used for frost protection, by a clock so that heating may be used only during times of occupation		X				
<u>Electrical</u>						
Replace the copper wire in fuse carrier for submain to Block 4 with correct size HRC fuse link	X					
Upgrade the lighting in area 7 with fluorescent fittings to state school standards		X				
Upgrade lighting in areas 12 and 13 with fluorescent fittings to state school standards		X				
<u>Fire Protection</u>						
Remove dead bolt from mortice lock fitted on external egress door of area 10 so hardware operates as a latch only. Fit a cylinder night latch for security purposes	X					
Install a cabinet hose reel fitted with 25m of 12mm hose in passage wall or area 16		X				
Install a call point sign above the manual call point in passage outside area 16	X					
BLOCK 4						
<u>Exterior</u>						
Caulk brick sills at timber junction		X				
Repair brick sills		X				
Replace cover of gully trap		X				
Replace broken glass in fire alarm call box		X				
Replace weatherboard outside area 6		X				
Refasten roof covers and reglaze clerestorey windows with steel sash putty where necessary		X				
Repaint exterior		X				

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FOURTH SCHEDULE

AGREED PHASING OF WORK TO BE COMPLETED BY

	26.5.80	31.3.81	31.3.82	31.3.83	31.3.84	31.3.85
BLOCK 4 (continued)						
<u>Exterior (continued)</u>						
Open up longrun metal roofing to expose gutters on covered way		x				
<u>Interior</u>						
<u>Area 3</u>						
Repair window opening gear		x				
<u>Mechanical</u>						
Permanently wire in and secure to building fabric existing 2KW fan heaters in areas 3, 5 and 6.						
Relocate fan heaters from areas 12 and 13, Block 2 into area 4 and install as above		x x				
Install a timer to control fan heaters in areas 3 - 6						
<u>Electrical</u>						
Upgrade lighting in areas 3 to 6 to state school standards		x				
<u>Fire Protection</u>						
Replace twisted lengths of 19mm hose reel tubing in hose reels with three 25m lengths of 12mm tubing and reducers (Blocks 3 and 4)	x					
Replace intermittent defective switch in manual call point outside areas 3 and 4 and provide metal indicator sign	x					
BLOCK 12						
<u>Exterior</u>						
Ease all windows and reglaze one		x				
Replace spoutings		x				
Repair door threshold at floor junction		x				

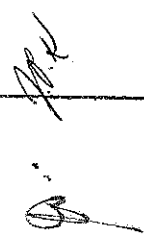
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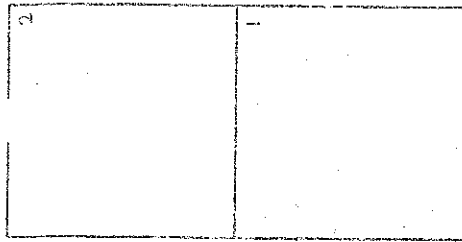
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FOURTH SCHEDULE

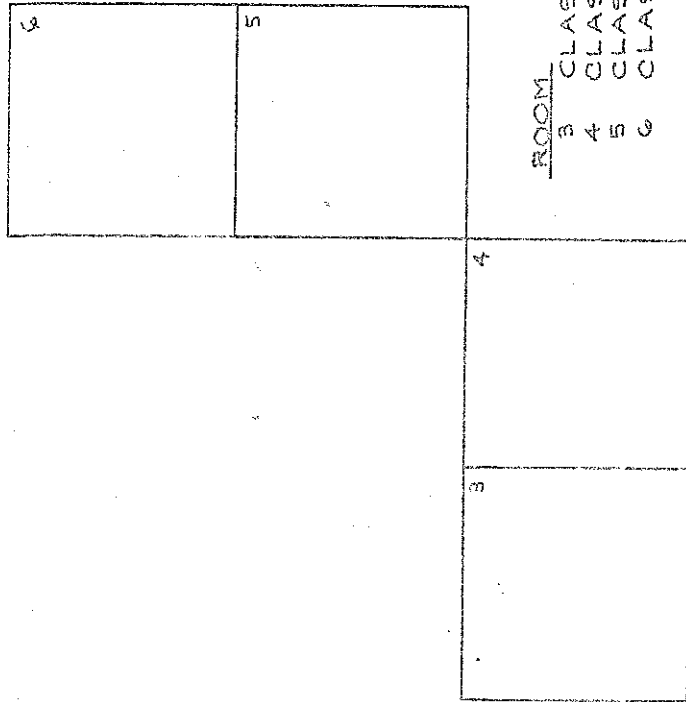
AGREED PHASING OF WORK TO BE COMPLETED BY

	26.5.80	31.3.81	31.3.82	31.3.83	31.3.84	31.3.85
BLOCK 12 (continued)						
<u>Exterior</u> (continued)						
Clean down and repaint						
<u>Interior</u>						
Repair linoleum on toilet floor		x				
<u>Mechanical</u>						
Replace portable heater with one wall mounted thermostat controlled 2KW convector heater, permanently wired		x				
Replace portable heater in waiting room with one wall mounted thermostat controlled 1 KW skirting heater, permanently wired		x				
Install one wall mounted 240W tubular heater with low temperature thermostat in toilet/wash room		x				
Install clock control of all heating		x				
GENERAL						
Modify electrical input system to meet increased electric heating load						
Provide wiring for radio speakers in rooms 3 to 6		x				
BUILDING REQUIREMENTS						
Remodel existing accommodation to provide:						
School office 8m <sup>2</sup>						
Provide the following:						
Additional staff toilet						
1 sanitary towel disposal unit in female staff toilet		x				
Hot and cold water to both staff toilets		x				
		x				

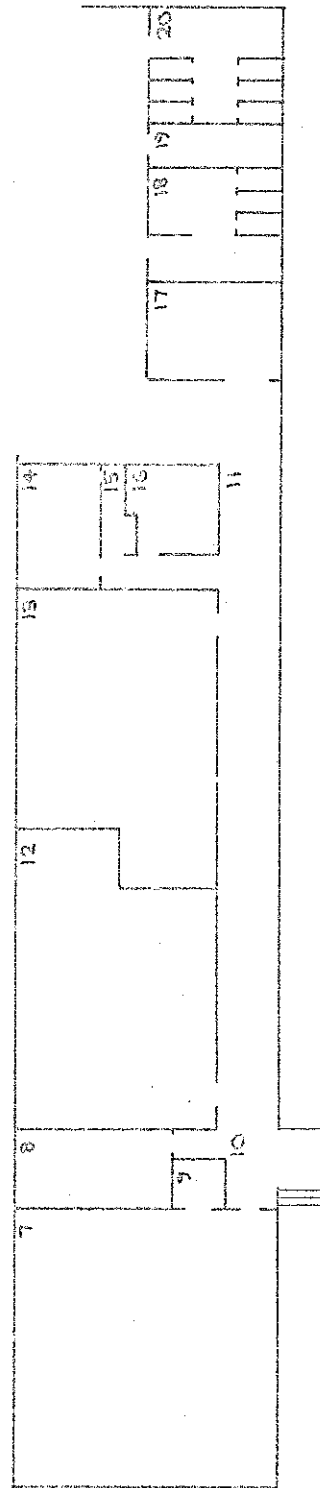




BLOCK 3	
ROOM	AREA
1 CLASSROOM	78.21m <sup>2</sup>
2 CLASSROOM	78.21m <sup>2</sup>
TOTAL AREA = 171.08m <sup>2</sup>	



BLOCK 4	
ROOM	AREA
3 CLASSROOM	78.21m <sup>2</sup>
4 CLASSROOM	78.21m <sup>2</sup>
5 CLASSROOM	78.21m <sup>2</sup>
6 CLASSROOM	78.21m <sup>2</sup>
TOTAL AREA = 342.16m <sup>2</sup>	



BLOCK 2	
ROOM	AREA
7 MULTI PURPOSE ROOM	108.49m <sup>2</sup>
8 STAFF ROOM	18.37m <sup>2</sup>
9 STORE	3.61m <sup>2</sup>
10 ENTRANCE	
11 CORRIDOR	82.43m <sup>2</sup>
12 CLASSROOM	82.43m <sup>2</sup>
13 CLASSROOM	82.43m <sup>2</sup>
14 TEACHERS ROOM	15.99m <sup>2</sup>
15 TOILET	
16 MEDICAL ROOM	12.23m <sup>2</sup>
17 EQUIPMENT STORE	19.2m <sup>2</sup>
18 BOYS' TOILETS	
19 STORE	7.78m <sup>2</sup>
20 GIRLS' TOILETS	

TOTAL AREA = 537.46m<sup>2</sup>

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

Drawing No:	Scale:
SIPO55 02	1:300
Date:	SHEET 2 OF 2 SHEETS
14 AUGUST 1978	
Revision	Drawn: FTA
28 FEBRUARY 1981	

# FIFTH SCHEDULE

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

Total Staff Entitlement of School	Principal to be Appointed under S.65 (1) (a) Private Schools Conditional Integration Act 1975	Number of Staff to be so Appointed	Director of Religious Studies to be Appointed under S.65 (1) (b) Private Schools Conditional Integration Act 1975 Scale A or B1 or Higher	Senior Teacher Junior Classes to be Appointed under S.65 (1) (d) Private Schools Conditional Integration Act 1975	Number of Staff to be so Appointed	Religious Instruction Positions of Importance Number of other teachers to be Appointed under S.65 (1) (c) of Private Schools Conditional Integration Act 1975	Deputy Principal to be Appointed under S.66 Private Schools Conditional Integration Act 1975 Number of Staff to be so Appointed

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
1	1	-	-	-	-
2	1	-	-	1	-
3	1	-	-	1	-
4	1	-	-	2	-
5	1	-	-	1	1
6	1	1	-	2	1
7	1	1	-	1	1
8	1	1	-	2	1
9	1	1	-	3	1
10	1	1	-	3	1
11	1	1	-	4	1
12	1	1	-	4	1
13	1	1	-	5	1
14	1	1	-	6	1
15	1	1	-	7	1
16	1	1	-	7	1
17	1	1	-	8	1
18	1	1	-	9	1
19	1	1	-	10	1
20	1	1	-	10	1
21	1	1	-	11	1
22	1	1	-	11	1
23	1	1	-	12	1
24	1	1	-	12	1
25	1	1	-	13	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:

- The above Schedule has been prepared for use when the staffing entitlement of the School alters at any time during the currency of this Deed of Agreement to enable the parties hereto by reference to the total staffing entitlement of the School in Column (1) hereof to determine the number of teaching positions at the School which in terms of Section 65 (1) (a), (b), (c) and (d) of the Private Schools Conditional Integration Act 1975 and Clauses 14, 15, 17 and 18 of this Deed carry a responsibility for Religious instruction and require a willingness and ability to take part in Religious instruction or in terms of Section 66 of the Private Schools Conditional Integration Act 1975 require a particular capability in the teacher as described in Clause 19 of the Deed of Agreement. The Schedule to be read across from left to right.
- Column (5). Section 65 (1) (c) must apply to the number of other positions indicated in the Column and may be made up of teachers appointed under the Initial Appointments Scheme and or other permanent appointments. It is recommended that where the School has a total staffing entitlement of up to eleven there should be at least one appointed as a permanent Scale A Teacher and in schools with a total staffing entitlement of between twelve and fifteen there should be two appointed as permanent Scale A Teachers and in schools with a total staffing entitlement of between fifteen and twenty-one there should be at least three appointed as permanent Scale A Teachers.
- The School as at the effective date hereof has a staffing entitlement of six (6) teachers. + *PH*