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

THE ROMAN CATHOLIC ARCHBISHOP OF THE ARCHDIOCESE OF

WELLINGTON 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 Primary School, Hastings (hereinafter referred to as "the School").
- \underline{B} The School is a Roman Catholic Primary School for boys and girls from new entrants to Form Two offering Education with a Special Character
- 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 <u>HEREBY AGREE</u> 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 -

(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

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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.
- The Proprietor shall plan, pay for, and execute the (d) improvements described in the Third Schedule hereto, to the School premises and to Block J as shown on the plan forming part of the second schedule hereto, so as to bring the School buildings and associated facilities forming part of the School premises up to the minimum standard for comparable State Schools prevailing at the effective date of this Deed of Agreement. Such improvements to be carried out in accordance with the dates specified against such improvements in the Third Schedule hereto. The Proprietor shall upon completion of any improvements to electrical services described in the Third Schedule hereto arrange for the local Electrical Supply Authority to inspect the School premises in terms of Regulation 45 of the Electrical Supply Regulations 1976.

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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 (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 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 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.

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- 4. THE land and buildings constituting the School premises are subject to the mortgages, debts, liens, encumbrances, easements, licences, restrictions and other matters which affect the title to or enjoyment of the land and have the appurtenances or benefits attaching to the land more particularly described in the First Schedule hereto.
- 5. THE Special Character of the School is that it is a Roman Catholic School for boys and girls established by the Roman Catholic Archbishop of the Archdiocese of Wellington, New Zealand, for the Roman Catholic Community of that part of the Archdiocese which is now the Diocese of Palmerston North 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 Palmerston North.

- 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.

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- (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 Hawkes 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 provisions of the School Committees Administration Regulations 1965 and subtracting one from that number.
- (c) Any election conducted pursuant to Section 26 of the Private Schools Conditional Integration Act 1975 shall be conducted as nearly as possible in the manner prescribed by the School Committees Administration Regulations 1965 and any regulations made in amendment

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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 Two Hundred and Fifty-two (252) 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 two hundred and eighty five (285).
- 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

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with the provisions of Section 29 (1) of the Private Schools Conditional Integration Act 1975 shall be limited at all times to fourteen (14) 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 Palmerston North 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

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Act 1975 and by this Deed of Agreement.

- 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 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.

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- 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.
- 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 three (3) 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

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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 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.
- 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 Schoool, the parents or other persons shall pay attendance dues established in respect of the

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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 Form Two and shall remain so until such time as an agreement to a change in this organisation of the School is reached between the Proprietor and the Minister and the parties hereto entering into a supplementary Deed of Agreement to give effect thereto.
- 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.
- is acknowledged by and between the parties hereto 25. IT pursuant to Clause 24 hereof that certain of the services and facilities on or serving the Proprietor's land 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 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. such services or facilities are wholly or partly situated outside the School premises the Proprietor will containue to make such services or facilities available to the School premises.

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- 26. THE Proprietor will make a classroom block known and described as Block J on the plan forming part of the Second Schedule hereto available to the Controlling Authority for the use of the School until a new classroom is completed as required in accordance with the Third Schedule. The Proprietor will carry out all fire protection work necessary to the said classroom block known as Block J to comply with the fire protection requirements imposed by the Minister for comparable State Schools until such time as a new classroom is completed and available as aforesaid. The Controlling Authority will clean the said building and will pay for the electricity used in the building but will not be liable to maintain the building.
- 27. 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.
- 28. 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 School year ending the 27th day of January 1981 to any person employed at the School up to the effective date of integration.
- 29. THE Minister shall subject to Clause 3(d) and (e) of this Deed of Agreement after the effective date hereof maintain the School premises and the associated facilities in a state of repair order and condition as for a comparable State School under the same Controlling Authority and provide for the maintenance of the chattels as though the School were a State School. The School shall be entitled to such furniture and equipment as the Controlling Authority supplies from time to time to comparable State Schools.

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- 30. THE effective date of this Deed of Agreement shall be the 26th day of May 1980.
- 31. 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 THOMAS STAFFORD WILLIAMS
THE ROMAN CATHOLIC ARCHBISHOP OF
THE ARCHDIOCESE OF WELLINGTON and
Sealed with his Seal of Office
in the presence of:

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SIGNED for and on behalf of HER
MAJESTY THE QUEEN by MERVYN LANGLOIS
WELLINGTON Minister of Education in
the presence of:

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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, Church, Residence, School Buildings and other improvements owned by the Roman Catholic Archbishop of the Archdiocese of Wellington situate at Frederick Street, Hastings New Zealand being known as St Mary's Church, Residence and St Mary's Primary School, Hastings and being more particularly described as follows:

All that freehold parcel of land containing 3.0646 hectares more or less situate in the City of Hastings being Lot 10 and part Lots 9 and 11 on Deposited Plan No. 2793 part Lot 1 on Deposited Plan No. 3182, part Lot 3 on Deposited Plan No. 6383 and Lot 3 on Deposited Plan 7252 which said parcel of land comprises portion of the Heretaunga Block and being all the land in Certificate of Title Volume 191 Folio 64 (Hawke's Bay Registry)

- SUBJECT TO: 1. Mortgage No. 350913.1 to Housing Corporation of New Zealand
 - 2. A debt owing by the Proprietor to the Archdiocesen Development Fund in connection with the said land and buildings.
 - 3. Fencing Covenant contained in Transfer No. 24421 (affects Lot 3 Plan 7252 only)

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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 the Church the Schoolroom shown as Block J and the Residence and the land immediately surrounding the same on the west side of the property and an area of land on the northeastern part of the property these non-integrating areas being more particularly delineated in green on the annexed plan TOGETHER WITH a reservation in favour of those excepted portions of full rights of access inter se and of ingress and egress to and from those excepted portions over the access thereto shaded blue on the annexed plan from and to Frederick Street Hastings.



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THIRD SCHEDULE

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

ST MARY'S SCHOOL, HASTINGS

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

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	CT FIELD	Sealed areas Spray weeds and reseal the area extending from the southern end of tennis courts between church and volley board Fill and reseal channel across main entrance drive Reseal area north of Blocks A and E between tennis court and Block B Reseal area ast of Block A Repair concrete path at north east corner of Block B and spray weeds at joints and edges form kerbing and grade area to sump with stormwater drain to street and reseal the Frederick Street end area by Block A Seal the cycle stand area south and east ends between Blocks B and C near boundary fence Seal the cycle stand area south and east ends between Blocks B and C near boundary fence courts Retighten backing wires, reclip and provide additional clips on netting, secure loose backing wires to standards Spray weeds around perimeter of tennis court and patch seal	A. J.



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	SITE cont'd Seating Replace all timber work on seats between Blocks A and G	Sumos and drainage Encase in concrete the exposed glazed pipe drain from pool to front boundary Clean out all sumps	Fencing Renail iron where necessary on south boundary fence Renail iron where necessary and repair broken rail on east boundary fence Renail iron where necessary on north boundary fence Repair or replace rails on front boundary fence. Renail netting Frovide where necessary 7 wire post and batten fences along all boundaries	Incinerator Replace incinerator	Exterior Exterior Estside Replace two wire vents Replace and repair broken weatherboards Replace lower bolt on basement door Replace down pipes Provide covers on gulley traps. Turn wastes



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ST MARY'S SCHOOL, HASTINGS		Southside Replace four wire vents Box in soffit where stormwater pipe comes through roof Fix scribers around meter box and flash Over top Clean out stormwater drain Northside Replace two wire vents Exterior General Replace roof and internal gutter Repaint exterior walls and roof Area 5 Punch nails, sand and seal floor including dais Redecorate Lightly sand chalkboard and repaint Area 6 Sand and reseal floor Remove carpet square Area 7 Sand and reseal floor Remove carpet squares in room and alcove Remove carpet squares in room and repaint	

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	BLOCK A contid	Area 11 Remove carpet square Renail ceiling, stop joint and repaint Revarnish window sashes and frames Area 13	Enamel kitchen area Install extractor fan in ceiling Area 15 Repaint Area 16 Replace exit door	Area 19 Ease casement windows Area 20 Replace floor boards adjacent to area 15 Replace exterior door and frame adjacent	5 ir latches and casemer is where necessary ging roof over area E		standard Replace unswitched live socket outlet beside door of area 8 with a shuttered type switched socket outlet.

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	BLOCK A cont'd	Fire protection Rehang exit doors from areas 8 and 20 to open outward areas 8, 10, 19, 20. Blank off existing key operated locks on exit doors from areas 8, 10, 19, 20 and fit night latch type locks where these are not fitted Install a fire break in the roof space Treat soft board linings on walls and ceilings of main corridor with a fire retardant paint approved by MWD and applied according to manufacturers specifications. Treat large hessian covered softboard notice boards in corridor and classrooms with fire retardant coating by spraying or brushing on two coats of a mixture of 14k borax and 850 gm boric acid in 20 litres of water line walls and ceiling of boiler room to provide one hour fire resistance rating. Block off communication door from boiler room to store Replace 18m length of tubing on hose reel with 25m length Install a 4.5kg dry powder fire extinguisher in boiler room Mechanical Install a brass cased boiler thermometer in the range 0 - 120°C to indicate boiler temperature Replace Satchwell WT thermostat with a Satchwell TKD 3501 dual control and manual re-set limit thermostat to afford better safety for boiler Install a standard 100mm dial altitude gauge to indicate water content in boiler	-

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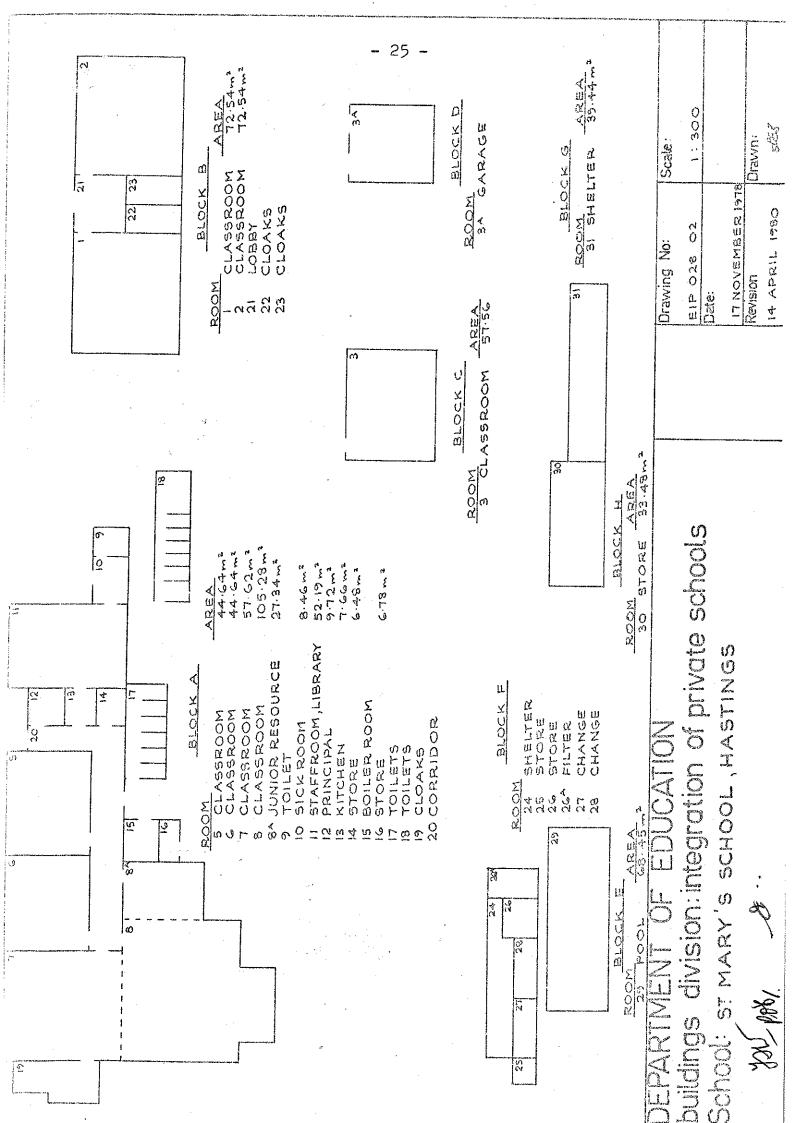
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1	Exterior Waterproof stucco cladding Clear blocked stormwater drain at south west corner Clip waste pipe from drinking fountain to wall at west end Replace rotten timber on screen at north east corner Repaint front of building	Repair walls of areas 22 and 23 then redecorate complete block Fire protection Change door locks on exit doors from both classrooms to a type which may be opened from outside without the use of a key. Blank off existing locks. Install a fire hose reel having 20m of 12mm hose Mechanical Install thermostats to control panel heaters in areas 1 and 2.	ELOCK C Fire protection Install a 9 litre water type fire extinguisher Mechanical Install thermostats to control panel heaters BLOCK D Re align and straighten two sagging roof trusses Straighten top rail of Tiltador

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ST MARY'S SCHOOL, HASTINGS	7	A EED PHASING	OF-	WORK TO B	BE COMPLETED	ED BY
	26/5/80	31/3/81	31/3/82	31/3/83	31/3/84	31/3/85
BLOCK E Fit handrail on entrance steps		×			- Caracan Constant	c
Keplace handrail inside pool on north south and east sides			<u> </u>			
Rake out cracks in walls and bottom. Seal and			≺	-	***************************************	
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covers on sumps Plaster between path and pool wall where path has subsided and spray weeds BLOCK J (not integrated)		× ×	are the same of th			
Mechanical Repair damaged mounting bracket of panel heater	×					
Rehang exit door to open outwards Blank off existing door locks on the north and	×			The state of the s	The state of the s	
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use of a key Install a 9 litre water type fire extinguisher	×	X				; –
FIRE PROTECTION - GENERAL Install a low voltage fail safe manual fire alarm/ class change system with bells and manual call points located at Block A (3) and Block B (1).	×				And the second s	
ELECTRICAL GENERAL Upgrade lighting in all classrooms in Block A to						
meer state solved braidards Carry out a comprehensive maintenance check of the electrical installation and replace wiring as required		x x				
BUILDING REQUIREMENTS Provide two classrooms of 68m² each Provide a library/multipurpose room of 56m² Provide a casualty/sick room of 9m²			×	××		
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AGREE P	31/3/81	×× ×
ω	26/5/80	
ST MARY'S SCHOOL, HASTINGS		BUILDING REQUIREMENTS CONT'D Replace boys and girls toilets Provide a staffroom of 28m2 Provide a resource workroom of 28m2 Provide a principal's office of 11m2 Provide a principal's office of 17m2 Provide a principal's office of 17m2 Provide a principal's office of 17m2 Upgrade or replace filter shed, chemical store and change rooms as required Upgrade Block & to a standard agreed by education board Demolish Block H

Jah Jack



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FOURTH: SCHEDULE

Schedule of Staffing Schools Conditional Buttel Empirement	Appointments to St. Mary's School Hastings under Sections 65 (1) and 6 Integration Act 1975 being special nositions	Director of Religious Senior Teacher Junior Studies to be Appointed Under S.65 (1) (b) Private Schools Conditional Integration ional Integration Act 1975 Scale A or Bl Number of Staff to be so Higher Appointed Number of Staff to be so Appointed Under Schools Conditional Integration Act 1975 Scale A or Bl Number of Staff to be so Appointed (See Footnote Appointed (Column 3 Column 4 Column 4	
्रा <u>चि</u>	Appointments to St Mary's School	of Religi	2 Column	
	edule of Staff			

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 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.

 $\overline{\textbf{3}}$. The School as at the effective date hereof has a staffing entitlement of $ten \ (10)$