

THIS DEED OF AGREEMENT is made the 12 day of October One thousand nine hundred and eighty-two (1982)

BETWEEN THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF AUCKLAND 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 School, NORTHCOTE, (hereinafter referred to as "the School")
- B The School is a Roman Catholic Primary School for girls from new entrants to Form Two (2) and boys from new entrants to Standard Four (4) offering Education with a Special Character.
- C The School was established in 1933 and up to the effective date of integration was in part staffed by members of the Roman Catholic Religious Order of Women known as the 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.

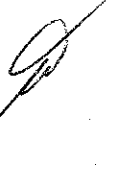
2. THE School's Special Character as is hereinafter described, shall incorporate the Education with a Special Character as provided in the School AND IT IS HEREBY AGREED AND DECLARED that the School shall at all times in the future be conducted and operated so as to maintain and preserve the School's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

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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 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 are 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 the 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.

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- (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 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.

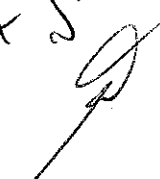
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5. THE Special Character of the School is that it is a Roman Catholic School for girls and boys established by the Roman Catholic Bishop of the Diocese of Auckland for the Roman Catholic community of the Diocese of Auckland which promotes and supports 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 Auckland.

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.

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7. (a) **THE** Controlling Authority of the School shall be the Education Board of the Auckland 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 the 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 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 four hundred and fifty-six (456) pupils as at the 1st day of July, 1982, 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 four hundred and seventy-five (475) pupils.

9. THE Proprietor agrees that pursuant to **paragraphs (d) and (e) of Clause 3** of this Deed of Agreement he will bring the School up to the minimum standard of accommodation laid down from time to time by the Director-General for a comparable State School.

10. (a) PREFERENCE of enrolment at the School under Section 29(1) of the Private Schools Conditional Integration Act 1975 shall be given only to those children whose parents have established a particular or general religious connection with the Special Character of the School and the Controlling Authority shall not give preference of enrolment to the parents of any child unless the Proprietor has stated that those parents have established such a particular or general religious connection with the Special Character of the School.

(b) In accordance with Section 7(6)(h) of the Private Schools Conditional Integration Act 1975, unless the Proprietor and the Controlling Authority otherwise agree and subject to places being available, the number of pupils whose parents do not have a preference of enrolment at the School in accordance with the provisions of Section 29(1) of the Private Schools Conditional Integration Act 1975 shall be limited at all times to twenty-four (24) 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 Auckland shall continue to form part of the School programme in accordance with Sections 31 and 32 of the Private Schools Conditional Integration Act 1975

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

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

14. AN advertisement for the position of Principal of the School shall in accordance with Section 65(1)(a) of the Private Schools Conditional Integration Act 1975 state that a willingness and ability to take part in Religious instruction appropriate to the Special Character of the School shall be a condition of appointment. Any person so appointed to the position

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

15. THERE shall be a position of responsibility 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.

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 seven (7) other teaching positions at the School which in accordance with Section 65(1)(c) of the Private Schools Conditional Integration Act 1975, shall be positions of importance carrying a responsibility for Religious instruction and an advertisement for those positions shall state that a willingness and ability to take part in Religious instruction appropriate to the Special Character of the School shall be a condition of appointment. Any person so appointed to these positions shall accept these requirements as a condition of appointment **PROVIDED HOWEVER** that in the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement then the number of teaching positions designated under Section 65(1)(c) of the Private Schools Conditional Integration Act 1975 as positions of importance carrying a responsibility for Religious instruction shall be determined in accordance with the then current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder and as is more particularly described in the **Fourth Schedule** hereto.

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

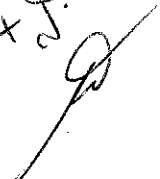
20. THE Proprietor may with the consent of the Controlling Authority in accordance with Section 69(1) of the Private Schools Conditional Integration Act 1975 arrange for any retired teacher to undertake voluntary tasks to assist in the School with the teaching of Religious observances and Religious instruction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

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

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

23. THE School is a Primary School for girls from new entrants to Form Two (2) and boys from new entrants to Standard Four (4) 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.

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

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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 buildings and other improvements 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 accessways from Gladstone Road and the sealed areas more particularly shaded in yellow on the plan forming part of the **Second Schedule** hereto, 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 Minister shall be responsible only for the normal maintenance of the retaining walls on the School premises and all other expenditure in respect of the retaining walls on the School premises shall be the responsibility of the Proprietor.

27. THE Proprietor agrees to make available Block H at the school formerly known as St. Dominic's, Onewa Road, Northcote, more particularly delineated on the plan forming part of the **Second Schedule** hereto for the use of the school until such time as the reconstruction and remodelling work outlined in the **Third Schedule** hereto is completed.

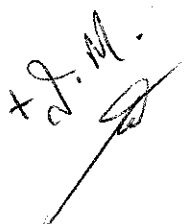
28. THE Proprietor agrees to maintain Block H more particularly described in **clause 27** so as to meet Department of Education and Ministry of Works and Development requirements during the period of its use by the School. The Controlling Authority shall be responsible for the running or operating costs associated with the use of the said Block H in particular the power supply, water, sewerage, drainage and cleaning costs.

29. THE Proprietor agrees to maintain Areas 17 and 22 of Block A more particularly delineated on the floor plan which forms part of the **Third Schedule** hereto so as to meet Auckland Education Board requirements until such time as the reconstruction and remodelling work specified in the **Third Schedule** hereto is completed. The Controlling Authority shall be responsible for the running or operating costs associated with the use of the said Areas 17 and 22, in particular, the power supply, water, sewerage, drainage and cleaning costs.

30. IT is agreed by and between the parties hereto that the Minister shall not be responsible for all that area shaded brown on the plan which forms part of the **Second Schedule** hereto until such time as that area is upgraded to Auckland Education Board standards.

31. 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.

32. 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 1982 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

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of integration by the Minister in accordance with the terms of the Minister's letter of 4th December 1980 to Archbishop Williams.

33. **THE** Minister shall subject to **clause 3(d)** and **(e)**, **clause 26**, **clause 28**, **clause 29** and **clause 30** 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.

34. **THE** effective date of this Deed of Agreement shall be the 13th day of October One thousand nine hundred and eighty-two (1982)

35. **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.

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Brown
 Director of Schools
 218 Pearl Road
 Cleveland, O.

HER)
WYN)
of)

[Handwritten signature]

M. J. Folker
12 Hahira Road
Hataitai, Wellington
(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, buildings and other improvements owned by the Roman Catholic Bishop of the Diocese of Auckland situate in Onewa Road, Northcote, being known as **St. Mary's School, Northcote**, and being more particularly described as follows and delineated in green on the plan forming part of the **Second Schedule** hereto.

FIRST all that freehold parcel of land containing 1.7527 hectares more or less comprising Lots Nos. 6 (six), 21 (twenty-one) and 22 (twenty-two) and part of Lots Nos. 13 (thirteen), 14 (fourteen) and 15 (fifteen) on a plan deposited in the Land Registry Office at Auckland under No. 572 which said piece of land is part of Allotment 10 (ten) in the Parish of Takapuna. With full power to sell or mortgage the whole or any part thereof such mortgage to contain the usual power of sale and also to exchange or lease for any period not exceeding sixty-six years and being all the land in Certificate of Title Volume 128 Folio 299 (Auckland Registry)

Appurtenant hereto is a drainage easement over (1) Part Lot 11 Plan 45933 (C.T. 6B/1425) and (2) Part Lot 12 Plan 45933 (C.T. 1699/18) created by Transfer A225820.

SECONDLY all that freehold parcel of land containing 2046 square metres more or less being part of the land on a plan deposited in the Land Registry Office at Auckland under No. 4048 which said parcel of land is portion of Allotment No. 10 (ten) of the Parish of Takapuna and being all the land in Certificate of Title Volume 171 Folio 185 (Auckland Registry)

Appurtenant hereto is a drainage easement over (1) Part Lot 11 Plan 45933 (C.T. 6B/1425) and (2) Part Lot 12 Plan 45933 (C.T. 1699/18) created by Transfer A225820.

THIRDLY all that freehold parcel of land containing 2024 square metres more or less being part of the land on a plan deposited in the Land Registry Office at Auckland under No. 4048 which said parcel of land is portion of Allotment No. 10 (ten) of the Parish of Takapuna being all the land in Certificate of Title Volume 172 Folio 259 (Auckland Registry)

Appurtenant hereto is a drainage easement over (1) Part Lot 11 Plan 45933 (C.T. 6B/1425) and (2) Part Lot 12 Plan 45933 (C.T. 1699/18) created by Transfer A225820.

FOURTHLY all that freehold parcel of land containing 152 square metres more or less being part Lots 16 and 17 Deeds Plan T. 16 and being part Allotment 10 Parish of Takapuna being all the land in Certificate of Title Volume 6A Folio 832 (North Auckland Registry). This title is limited as to parcels.

Appurtenant hereto is a drainage easement over:

1. Part Lot 11 Plan 45933 (C.T. 6B/1425)
2. Part Lot 12 Plan 45933 (C.T. 1699/18) created by Transfer A225820

FIFTHLY all that freehold parcel of land containing 4427 square metres more or less being lots 4 and 5 Deposited Plan 45934 and being part Allotment 10 Parish of Takapuna and being all the land in Certificate of Title Volume 6A Folio 783 (North Auckland Registry)

Appurtenant hereto is a drainage easement over:-

1. Part Lot 11 Plan 45933 (C.T. 6B/1425)
2. Part Lot 12 Plan 45933 (C.T. 1699/18) created by Transfer A225820.

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

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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 forms part of this Schedule, **TOGETHER WITH** all the School buildings and other improvements thereon **SAVE AND EXCEPT** Block F and Block G more particularly delineated in blue on the annexed plan **TOGETHER WITH** a reservation in favour of those excepted portions of full rights of access inter se and of ingress and egress to and from those excepted portions from and to Onewa Road and Gladstone Road, Northcote, over the accessways shaded yellow on the annexed plan hereto.

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ST MARY'S SCHOOL, NORTHCOTE

THIRD SCHEDULE

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

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. All work is to be carried out by competent tradesmen or in a workman-like manner to the Auckland Education Board standards.

AGREED PHASING OF WORK TO BE COMPLETED BY

SITE	13.10.82	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
Provide boundary fences to state school standards						
Provide gates or chain barrier to Gladstone Rd entrance		x				
Repair all damaged and faulty tar seal to courts, volley ball wall, and area between courts and Block D			x		x	
Provide field tile and scoria drain to west side of courts and provide concrete kerb to seal		x				
Provide field tile and scoria drain to south side of courts		x				
Connect drains to stormwater system via cesspit		x				
Regrade banks to west and south side of courts		x				
Replace corner post to south west corner of courts		x	x			
Retension and re-clip all mesh on courts and remove all rusty clips		x				
Repair gate on north end of courts		x				
Provide concrete kerb, tar seal to grass on north end of court		x				
Replace rusted mesh and wire on east side of courts		x				
Upgrade court drainage on east side. Rebuild cesspits, upgrade drains and connect all to stormwater system				x		
Provide concrete kerb to outside of path on east side of courts, and repair tar seal		x				
Repair gate on north east corner of courts		x				
Repair gates to centre of court		x				
Re-set net supports to northern court		x				
Provide C.P. and drainage from area outside south east corner of courts, connect to stormwater system		x				

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AGREED PHASING OF WORK TO BE COMPLETED BY

BLOCK A		13.10.82	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>Exterior</u> (contd)							
Repair horizontal downpipe on end of area 14 and provide protection to same			X				
Patch all concrete base walls and fill holes			X				
Replace G.W. square to right of exterior door area 15			X				
Repair faulty bolts to double entry doors area 2 Interior		X					
<u>Area 2</u>							
Remove old steel door bar and resurface floor							
Redecorate						X	
<u>Area 3</u>							
Provide new ceiling, and repair existing Pinex tiles					X		
Repair several broken, chipped and shrunk floor tiles					X		
Redecorate					X		
Repair cupboard outside area 6			X				
Repair or replace all faulty catches to folding sashes			X				
<u>Area 4</u>							
Repair ceiling and redecorate whole room.					X		
<u>Area 6</u>							
Repair damaged ceilings and redecorate room.					X		
<u>Area 7</u>							
Complete remodel required including new ceiling, windows, display boards, chalk boards etc						X	
Provide gang control to high sashes						X	
Provide door check and hold back hook to door to area 3			X				
<u>Area 8</u>							
Provide new windows							X
Repair 'Zip' boiler			X				
Provide s/s sinkbench and extra cupboards			X				
Repair door to area 3			X				

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AGREED PHASING OF WORK TO BE COMPLETED BY

BLOCK A
Interior (contd)Area 9

Complete remodel required, eg new windows, display boards, new ceiling, new floor coverings
Provide gang control to high sashes
Repair door to area 3. Fit door check and hold back hook. Upgrade door hardware

Area 10

Redecorate
Provide gang control to high louvres
Fit door check and hold back hook to door leading to area 11
Replace doors to areas 10 and 11. Fit new lock and hardware

Area 11

Repair broken floor tiles
Redecorate
Provide lino floor coverings to sick bay
Replace curtains to sick bay
Re-glue all vinyl to stair risers

Area 12

Provide sheet vinyl floor coverings
Redecorate

Area 14

Replace door to area 11. Fit door check and hold back hook
Repair wall linings by door
Ease cupboard doors and provide catches
Provide gang control to high louvres
Redecorate

Area 15 and 15A

Provide new ceiling
Repair damaged wall linings and redecorate
Repair broken floor tiles

13.10.82

31.3.84

31.3.85

31.3.86

31.3.87

31.3.88

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48.14

ST MARY'S SCHOOL, NORTHCOTE

AGREED PHASING OF WORK TO BE COMPLETED BY.

6

BLOCK A
Interior (contd)Area 16

Rectify water seepage from exterior walls
Provide new ceiling
Redecorate
Repair broken and shrunk floor tiles

13.10.82

31.3.84

31.3.85

31.3.86

31.3.87

31.3.88

x

x
x
xArea 18

Provide new ceiling and redecorate room
Fit door checks and hold back hooks to both doors
Provide gang control gear to high louvres

x
x

x

Area 19

Provide new ceiling and redecorate room
Fit door checks and hold back hooks to both doors
Repair interior door and fit new lock and hardware
Provide gang control gear to high louvres

x
x
x
x

x

Area 20

Provide new ceiling and redecorate room
Fit door checks and hold back hooks to both doors
Provide gang control gear to high louvres
Replace one broken louvre blade

x
x
x
x

x

Area 21

Provide new ceiling and redecorate room
Fit door checks and hold back hooks to both doors
Provide gang control gear to high louvres
Repair interior door and fit new lock and hardware

x
x
x
x

x

Area 23

Provide new ceiling and redecorate room
Fit handle to cupboard doors
Repair door to area 15

x
x

x

STRUCTURAL (Northern classroom 1963 addition)

Upgrade concrete masonry and walls of Block A to
MWD standards. Check and strengthen if necessary,
the bracing in the longitudinal direction

x

+ J.M.

ST MARY'S SCHOOL, NORTHCOTE

7
AGREED PHASING OF WORK TO BE COMPLETED BYBLOCK A contdMECHANICAL

Upgrade heating in areas 6-10, 14 and 18-21 to state school standards

ELECTRICAL

Provide permanent labels for outgoing switches in main switchboard
 Provide check meter to record power consumption in non-integrating areas
 Provide conspicuous earthing for all sink benches
 Upgrade lighting in areas 7-10, 14 and 18-21 to state school standards

Areas 3 and 15

Replace wall mounted fittings with units incorporating lamp protection

Area 14

Replace faulty socket outlet

Area 21

Remove loop from wiring to socket outlet

Area 4

Replace all VIR and TRS cabling
 Provide circuit legend

FIRE PROTECTIONMeans of Egress

Provide alternative egress from area 7 by means of an exterior door complete with platform steps and handrails
 Install a 1/2 hour fire resistant partition with self closing smoke stop doors at the foot of the stairs in area 11
 Provide locks to the alternative egress doors from areas 10 and 21

13.10.82

31.3.84

31.3.85

31.3.86

31.3.87

31.3.88

x

x

x x

x

x

x

x

x x

x

x

x

+ J. M.

ST MARY'S SCHOOL, NORTHCOTE

ACREED PHASING OF WORK TO BE COMPLETED BY

	13.10.82	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>BLOCK A contd</u>						
<u>Fire Equipment</u>						
Install 2 hose reels in areas 3 and 15		x				
<u>Fire Alarm/Class Change System</u>						
Install a low voltage fail safe fire alarm system with 2 manual call points and 1 sounder in areas 3 and 15 and 2 external sounders facing Blocks B and D	x					
Remove all portable heaters	x					
Remove banda fluid from area 4	x					
<u>BLOCKS B AND C</u>						
Provide non-skid surfaces to steps and landings		x				
Replace spouting		x				
Repair sunscreens		x				
Repaint			x			
Repair damaged fibrolite both rooms and fire door to area 25		x				
Fit hold back hooks and upgrade hardware to doors		x				
Securely clip electrical cable conduits		x				
Fit heavy duty bolts to fire doors		x				
Provide stormwater drainage		x				
<u>Areas 24 and 25</u>						
Upgrade locking devices to windows		x				
<u>Area 25 only</u>						
Repair wall and floor under sink		x				
Adjust exterior door check		x				
<u>MECHANICAL</u>						
Upgrade heating to state school standards in areas 24 and 25			x			
<u>ELECTRICAL</u>						
<u>Area 24</u>						
Replace faulty socket outlet	x					

7.9.87

ST MARY'S SCHOOL, NORTHCOTE

AGREED PHASING OF WORK TO BE COMPLETED BY

BLOCKS B AND C contdFIRE PROTECTIONFire EquipmentInstall 1 x 9 litre water CO₂ extinguisher in Block BBLOCK D

Repair insulation under floor

Close in basement and birdproof same. Provide basedoor

Provide drainage from sinks to sanitary drain

Area 26

Provide non-skid surface to deck

Seats supports to be hot dip galvanised

Area 27

Fit door checks and hold back hooks to both entry doors

Ease door to area 29

Ease cupboard doors and refit catches

Area 28

Repair seals to exterior door. Ease same and fit door check and hold back hook

Area 30

Fit door checks and hold back hooks to both entry doors

Repair cupboard doors and refit catches

Ease door to area 28

MECHANICALAreas 27, 29 and 30

Upgrade heating to state school standards

ELECTRICALAreas 27 and 30

Upgrade lighting to state school standards

Provide circuit legend to switchboard

13.10.82

31.3.84

31.3.85

31.3.86

31.3.87

31.3.88

x

x

x x

x x

x x x

x

x x x

x

x

x

+ J.W.

AGREED PHASING OF WORK TO BE COMPLETED BY.

BLOCK D contd

FIRE PROTECTION

Fire Equipment

Install a 9 litre water CO₂ extinguisher in area 28

BUILDING REQUIREMENTS

Provide by remodelling or new construction the following:

Classroom area of 100m²
 Junior resource workshop of 14m²
 Resource workshop of 42m²
 Interview room of 7m²
 Casualty/sickroom of 14m²
 Library/multipurpose room of 56m²
 Storage of 34m²

13 WCs, 7 WHBs and 2 STDUs for girls toilets)
 12 WCs, 6 WHBs for boys toilets)

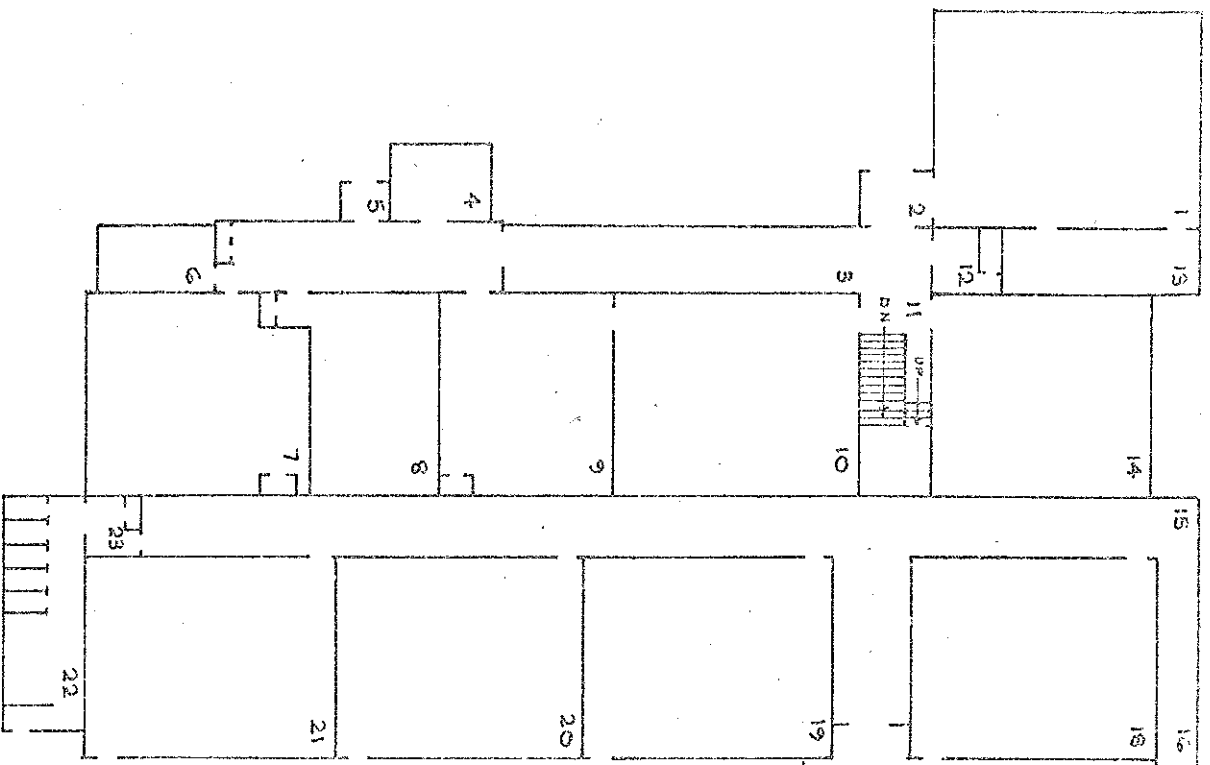
1 WC, 1 WHB and 1 STDU for female staff toilets
 2 WCs for boys toilets
 1 STDU for girls toilets
 Cycle stands for pupils cycling to school
 Demolish areas 17 and 22 of Block A

STRUCTURAL GENERAL

Investigate the western and eastern boundary walls
 for adequacy for face loading and strengthen to
 MWD standards if necessary

13.10.82	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
	x				
	x x x x x				
			x		
					x

+ J.M.



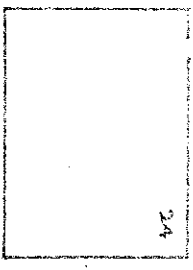
ROOM	AREA
1 LIBRARY	86.35m ²
2 FOYER	
3 CORRIDOR	
4 EQUIPMENT	9.72m ²
5 ENTRANCE	
6 PRINCIPAL	10.68m ²
7 CLASSROOM	62.82m ²
8 STAFFROOM	58.99m ²
9 CLASSROOM	50.92m ²
10 CLASSROOM	69.39m ²
11 STAIRS	
12 STAFF TOILET	
13 LIBRARY WORKROOM	20.7m ²
14 CLASSROOM	69.54m ²
15 CORRIDOR	
16 CORRIDOR	
17 GIRLS' TOILETS	
18 CLASSROOM	74.31m ²
19 CLASSROOM	74.31m ²
20 CLASSROOM	74.31m ²
21 CLASSROOM	74.31m ²
22 BOYS' TOILETS	
23	

TOTAL AREA = 1103.63m²



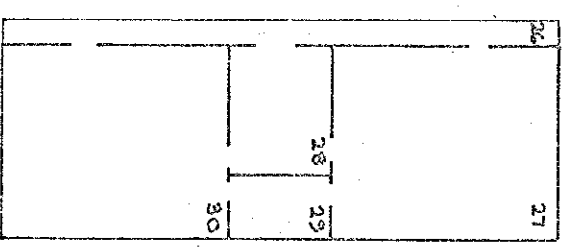
BLOCK B
ROOM 24 CLASSROOM 67.81m²

TOTAL AREA = 75.79m²



BLOCK C
ROOM 25 CLASSROOM 67.81m²

TOTAL AREA = 75.79m²



ROOM	AREA
26 PORCH	
27 CLASSROOM	62.81m ²
28 ENTRANCE/CLOAKS	8.28m ²
29 TEACHERS ROOM	62.81m ²
30 CLASSROOM	

TOTAL AREA = 186.62m²

+ J.M.

DEPARTMENT OF EDUCATION

buildings division: integration of private schools
Schools: MARY'S SCHOOL, NORTHCOTE

Drawing No:	Scale:
EIP 209 02	1:300
Date:	SHEET 2 OF 3 SHEETS
22 DECEMBER 1980	
Revision	Drawn: JEB

FOURTH SCHEDULE

Schedule of staff appointments to St. Mary's School, Northcote, 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		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		Religious Instruction Positions of Importance Number of other teachers to be Appointed under S.65 (1) (e) 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	Column 5	Column 6	Column 5	Column 6
1	1						1			
2	1						1			
3	1						1			
4	1						2			
5	1						1			
6	1						2			
7	1						1			
8	1						2			
9	1						2			
10	1						3			
11	1						3			
12	1						4			
13	1						4			
14	1						5			
15	1						6			
16	1						7			
17	1						7			
18	1						8			
19	1						8			
20	1						9			
21	1						9			
22	1						9			
23	1						9			
24	1						10			
25	1						10			
26	1						11			
27	1						11			
28	1						12			
29	1						12			
30	1						13			

+ J. M.

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 entitlement of sixteen (16) teachers.