

168
THIS DEED OF AGREEMENT made the / day of *MAY*, One thousand nine hundred and eighty-four (1984)

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. By Deed of Agreement bearing date the 27th day of January 1983 and any Supplementary Agreements (hereinafter referred to as "**the Integration Agreement**") the Minister and the Proprietor pursuant to Section 7 (2) of the Private Schools Conditional Integration Act 1975 established Holy Cross School, HENDERSON (hereinafter referred to as "**the School**") as an integrated school.
- B. The Minister and the Proprietor have agreed to vary the Deed of Agreement for the Integration of the School whereby the dates for the completion of certain of the improvements described in the Third Schedule to the Integration Agreement are varied.
- C. The Minister and the Proprietor are now agreed on the need for entering into a Supplementary Agreement pursuant to Section 7 (9) of the Private Schools Conditional Integration Act 1975 to give effect to their agreement

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 **Third Schedule** to the Integration Agreement for the School is hereby amended in the manner shown on the **Schedule** attached hereto headed -

"AMENDMENTS TO CAPITAL WORK REQUIREMENTS (to be read with the Third Schedule to the Integration Agreement)" describing any variation in the improvements to be carried out to the School and the new dates specified for the completion of certain improvements.

2 THAT the covenants conditions and restrictions contained and implied in the Integration Agreement shall be read and construed subject to the modifications herein contained but in all other respects the Integration Agreement is confirmed.

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

SIGNED by DENIS GEORGE
BROWNE, THE ROMAN CATHOLIC
BISHOP OF THE DIOCESE OF AUCKLAND

D. G. Browne

and sealed with his Seal of Office in the presence of:-

*D. Brown
General Manager
218 Parnell Road
Auckland 1.*

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

Mervyn Langlois

*M. J. Elkin
(Private Secretary)*

-2-

245 Dowse Drive
LOWER HUTT

AMENDMENTS TO CAPITAL WORK REQUIREMENTS

(to be read with the Third Schedule to the Integration Agreement)

AGREED PHASING OF WORK TO BE COMPLETED BY:

Page No.	Description of Work	31.3.85	31.3.86	31.3.87	31.3.88	31.3.89	31.3.90	31.3.91
28	Provide by new construction or remodelling the following: 185m ² of classroom area) 42m ² resource workroom) 56m ² library/multi-purpose room) Interview room of 7m ²) STDU for female staff toilets) WC and 2 STDUs for girls toilets)		x					
22	<u>Block B - Mechanical</u> Upgrade heating in area 26 to state school standards		x					
	<u>Block B - Electrical</u> Upgrade switchboard in basement to MWD requirements Provide time switch and thermostat control to all heaters and permanently wire		x					

THIS DEED OF AGREEMENT is made the 27 day of January One thousand nine hundred and eighty-three (1983)

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 **Holy Cross School, HENDERSON**, (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 1932 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 St. Dominic. 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.

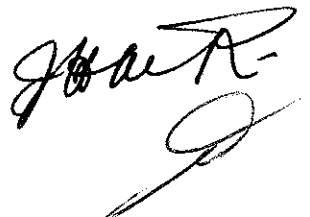
2. THE School's Special Character as is hereinafter described, shall incorporate the Education with a Special Character as provided in the School AND IT IS HEREBY AGREED AND DECLARED that the School shall at all times in the future be conducted and operated so as to maintain and preserve the School's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

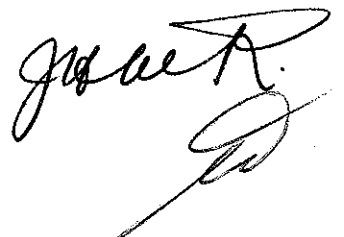
PROVIDED THAT

- (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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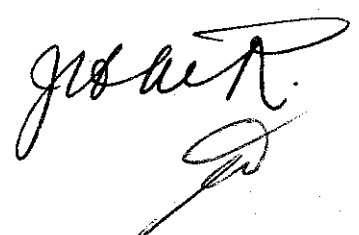
purposes and the School Committee shall not unreasonably or arbitrarily withhold its consent. The School Committee may require the Proprietor or other person or persons to pay a reasonable fee to the School Committee as a condition of such use.

- (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.

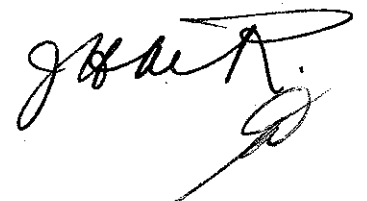
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5. THE Special Character of the School is that it is a Roman Catholic School for boys and girls established by the Roman Catholic Bishop of the Diocese of Auckland for the Roman Catholic community of the Diocese of Auckland which promotes and supports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

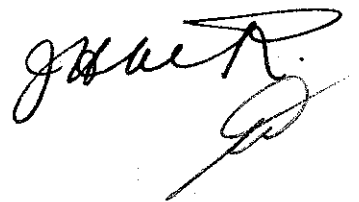
6. THE Proprietor of the School subject to the provisions of this Deed of Agreement :-

- (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.



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 thirty-eight (438) pupils as at the 1st July 1982, being the year when the roll figures were last compiled.

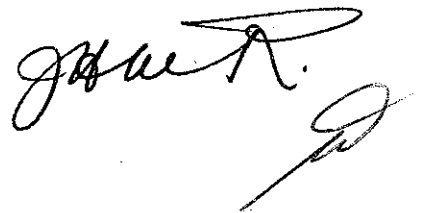
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It is agreed by and between the parties hereto that the maximum roll of the School shall be four hundred and eighty (480) pupils.

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.

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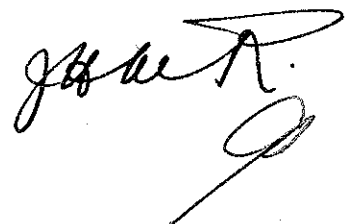
- (c) Wherever any difficulty arises related to enrolment at the School in terms of Section 54 of the Private Schools Conditional Integration Act 1975, it may be referred to the Controlling Authority of the School pursuant to the provisions of the said section.

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.

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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.

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.

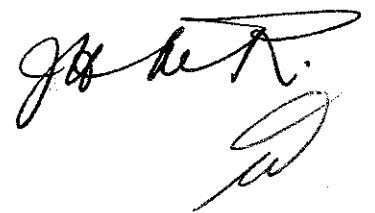
17. THERE shall be a position at the School to be designated as Senior Teacher Junior Classes in accordance with Section 65(1)(d) of the Private Schools Conditional Integration Act 1975 and the Controlling Authority of the School in advertising the position of Senior Teacher Junior Classes shall state 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

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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 six (6) 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.

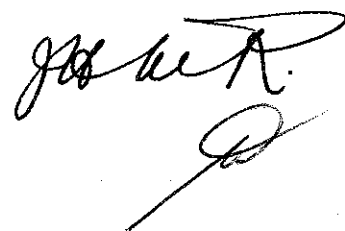
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20. THE Proprietor may with the consent of the Controlling Authority in accordance with Section 69(1) of the Private Schools Conditional Integration Act 1975 arrange for any retired teacher to undertake voluntary tasks to assist in the School with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

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24. WHERE any of the costs associated with the conduct of the Proprietor's land and buildings that are not part of the School premises cannot be separated from the costs associated with the operation of the School premises, the Proprietor and the School Committee and/or the Controlling Authority shall contribute to such costs according to their respective use of the services and facilities.

25. IT is acknowledged by and between the parties hereto pursuant to **clause 24** hereof that certain of the services and facilities on or serving the Proprietor's land and buildings and other improvements thereon are used in common for the purpose of the School premises as is more particularly delineated on the plan forming part of the **Second Schedule** hereto. In particular, the accessways from Lavelle Road, the parking area adjacent to the netball/tennis courts, the water 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. 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. Where such services lie wholly or partly within the School premises, the Controlling Authority will do nothing to prevent the availability of those services to that part of the Proprietor's land and improvements which are not part of 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.

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 1982 School year to any person employed at the School up to the effective date of integration **PROVIDED THAT** the

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Proprietor shall not be required to reimburse the Minister in respect of any salary, wages and holiday pay which has been paid to teachers up to the date of integration by the Minister in accordance with the terms of the Minister's letter of 4th December 1980 to Archbishop Williams.

28. **THE** Minister shall subject to **clause 3(d) and (e)** of this Deed of Agreement after the effective date hereof maintain the School premises and the associated facilities in a state of repair order and condition as for a comparable State school under the same Controlling Authority and provide for the maintenance of the chattels as though the School were a State School. 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 1st day of February One thousand nine hundred and eighty-three (1983)

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

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

SIGNED by JOHN HUBERT MACEY)
RODGERS, Bishop Auxiliary and)
Administrator of the Diocese of)
Auckland and sealed with the Seal of)
Office of the Diocese of Auckland in the)
presence of:-)

+ John Rodgers,

*Brown.
Director of Schools
218 Parnell Road,
Auckland. 1.*

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

Mervyn

*M. J. Fokker
12 Hōhira 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 Lavelle Road, Henderson, being known as **Holy Cross School, Henderson**, 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 1.7419 hectares more or less being Lot 1 Deposited Plan 86263 and being parts Sections 17 and 18 Waari Hamlet and being all the land in Certificate of Title Volume 44A Folio 211 (North Auckland Registry)

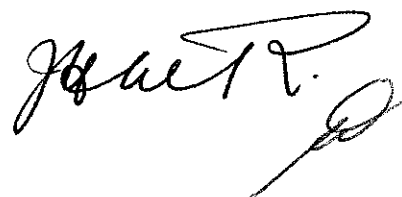
SUBJECT TO the same restrictions as are imposed in the case of Leases by Section 206 Land Act 1924 (affects part) formerly contained in Certificate of Title 1D/1406

SECONDLY, all that freehold parcel of land containing 4935 square metres more or less being Lot 1 Deposited Plan 88994 and being part Section 17 Waari Hamlet and being all the land in Certificate of Title Volume 43C Folio 1054 (North Auckland Registry)

SUBJECT TO:

- (1) the same restrictions as are imposed in the case of leases by Section 206 Land Act 1924.
- (2) Building Line Restriction in K.113381

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



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** that excepted portion more particularly delineated in blue on the annexed plan hereto **RESERVING NEVERTHELESS** to the non-integrating areas full rights of access and of ingress and egress over the accessways shaded yellow on the annexed plan from and to Lavelle Road, Henderson, Auckland.



HOLY CROSS SCHOOL, HENDERSON

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

THIRD 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 being them up to the minimum standard for a comparable state school.

In those cases where the words "half cost to be met by Education Board" appear in relation to particular works, the buildings supervisor of the Auckland Education Board shall draw up the specifications for such particular works and the proprietor shall obtain his approval to the contractor and the price before commencing such works. All work is to be carried out by competent tradesmen or in a workmanlike manner to the Auckland Education Board standards.

AGREED PHASING OF WORK TO BE COMPLETED BY:

SITE	1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
Repair all tar seal abutting concrete to Block D						
Provide kerb and channels to Eastern and Northern edges of tar seal between School and Priory. Discharge channels to cesspit and connect to stormwater system				x		
Repair all failing tar seal in areas of Blocks B,C & D		x				
Upgrade fencing between Priory and School and extend to front boundary						
Regrade bank between Priory and School and regrass						
Regrade area opposite East end of Block C. Provide field drainage and concrete area for bike stands						
Provide field drainage to high level field and pipe into stormwater system via cesspits						
Regrade and regrass high level field						
Upgrade existing and provide new perimeter drains to high level field. Regrade banks to a mowable grade and regrass. Pipe drains into stormwater system via cesspits						
Divert stormwater being piped from adjoining properties on Eastern boundary						
Regrade whole of the Northern and Western boundaries to a mowable grade. Provide drainage piped into stormwater system via cesspits						
Regrade and regrass lower field. Provide field and perimeter drains and pipe into SW system						
Regrade area (Block F). Remove paths to incinerator and regrass whole area. Repair CP where this area meets tar seal						

John A.

1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>SITE (Continued)</u> Upgrade all boundary fences Provide concrete edging and repair tar seal to North of Block B Provide concrete path on Northern end of Block B Provide field drainage, regrade and regrass the area bounded by Blocks "A", "B" and tennis courts Connect drainage to stormwater system via cesspits Repair tar seal courts, mainly edges and kill weeds Provide new incinerator, and roof to incinerator bay Upgrade vehicle crossing and repair tar seal in parking area Regrass area between Block A and parking Complete tar sealing under seats East side Block B Repair tar sealing to West side of Block B Repair all broken portable seating Provide fencing around carparks to education board requirements <u>Adventure Playground</u> Complete the bolting of all timber at intersections <u>BLOCK A</u> <u>Exterior</u> Fix galvanised cover plates over SV and earth stakes Re-align internal gutter so that water runs easily to DPs Birdproof both ends of internal gutter. Solder faulty joints Paint all roofing Provide overflows to gutter Re-oil rusticated weather boards <u>Interior</u> <u>Area 1</u> Provide cover for urinal cistern and repaint ceiling where stained.					

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	1.2.83.	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>BLOCK A</u> <u>Interior</u>						
<u>Area 1</u> Securely fix hand drier to solid backing Weld joints of vinyl floor coverings on upstands, corners and behind pans	x					
<u>Area 2</u> Weld joints of vinyl floor coverings on upstands, corners, behind pans and refix pan in No 2 cubicle	x	x				
<u>Areas 3, 4 & 5</u> Weld joints in floor coverings on upstands		x				
<u>Area 12</u> Block up two holes in floor to prevent vermin access		x				
<u>Electrical</u> Vermin proof cable entry point to main switchboard in Area 12		x				
Upgrade lighting to state school standards in Areas 7 and 8		x				
Provide circuit legend to switchboard in Area 10		x				
<u>FIRE PROTECTION</u>						
<u>Fire Equipment</u> Carry out service to hose reel	x					
<u>Fire Alarm/Class Change system</u> Install a low voltage fire alarm system with a call point and sounder in this block	x					
<u>BLOCK B</u> <u>Exterior</u>						
Replace barge caps and bird proof				x		
Re-align spouting on both sides area 15			x			
Replace exterior doors to area 14 & 16			x			
Repair seating outside area 18			x			
Repaint exterior including roof (half cost to be met by education board)				x		
Repair DPs by staffroom area 15, 13 and 21			x			
Secure temporary sheeting to end of area 14			x			

John A.

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1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<p><u>BLOCK B</u> <u>Exterior (Continued)</u> Replace all rusty steel louvre frames with aluminium Replace broken windows in area 32-33 Re-putty all glass to basement Replace double exterior doors to area 31 and refix facing Replace broken glass in area 28</p>		<p>x x x x</p>	x		
<p><u>Interior</u> <u>Areas 13, 17, 20</u> Provide floor coverings and redecorate</p>					
<p><u>Areas 14, 16, 19</u> Provide lino floor coverings Fit door check and hold back hook to both doors Redecorate</p>		<p>x x x</p>			
<p><u>Area 15</u> "Duralay" or similar soft floor coverings Repair gang control gear Redecorate Provide door stop, door check and hold-back hook to door to area 16</p>		<p>x x x x</p>			
<p><u>Area 18</u> "Duralay" or similar soft floor coverings Repair gang control gear Redecorate Provide door stop, repair wall, fit door check and hold-back hook to door to area 19</p>		<p>x x x x</p>			
<p><u>Area 21</u> "Duralay" or similar soft floor coverings Repair gang control Redecorate Fit door check and hold-back hook to door to area 22</p>		<p>x x x x</p>			
<p><u>Area 22</u> Repair exterior door, fit hold-back hook and door check</p>		x			

	1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>BLOCK B</u>						
<u>Interior (Continued)</u>						
<u>Area 23</u> Provide lino floor coverings, complete trims and redecorate			x			
<u>Areas 24 and 25</u> Touch up paintwork on skirtings and cupboards			x			
<u>Area 25</u> Redecorate			x			
<u>Area 26</u> Provide damproofing to concrete floors and block walls Provide soft floor coverings "Duralay" or similar Provide additional ventilation Provide door check, door stop, hold back hook and upgrade latch, lock and hardware to door to area 28			x x x			
Redecorate Replace steel louvre fittings with aluminium			x x x			
<u>Areas 27, 28 & 29</u> Provide damproofing to concrete floors and block walls Provide suitable wall linings throughout Provide ceilings throughout Provide new doors, locks and hardware Replace all broken GW glass Redecorate			x x x x x x			
<u>Area 30</u> Provide damproofing to concrete floor and walls Replace particle board flooring and renew all defective joists and fixings Provide lino floor coverings Re-line all walls with suitable linings Provide ventilation Repair bag racks, coat hooks Redecorate			x x x x x x x			

John A.



	1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<p><u>BLOCK B</u></p> <p><u>Fire Protection (cont'd)</u></p> <p><u>Means of Egress</u> Install a lock that can be opened from the inside without the use of a key to the exterior to area 30 and resite the furniture clear of the door.</p> <p>Provide alternative egress from area 26 by converting a fixed glass panel to a casement window and indicate it with a Fire Exit sign</p>	x					
<p><u>Fire Equipment</u> Install full hose reel coverage to both floors by providing hose reels in areas 16, 22, 28 and 30 with 25m of 12mm hose</p> <p><u>Linings</u> Line all basement wall areas except area 26 with 10mm plaster board and provide 1/2 hour FRR material to the basement ceiling and ground floor combination. Remove all substandard linings presently fitted</p>	x	x				
<p><u>BLOCK C</u></p> <p><u>Exterior</u> Replace roofing to areas 34, 38, 39 and 43 Replace all spouting with 1/4 round Paint all roofing and spouting Vandal proof spaces between buildings Provide non-skid surfaces to landings and steps Replace all broken fibrolite Rebuild porch roofs with tanalised timbers and avoid use of chipboard Provide 1/4 round spouting to porch roofs Repair all damaged sunscreens Repaint whole of exterior (half cost to be met by Education Board) Birdproof roof area of 36-37</p>		x x x x		x x		x x x

John A.

BLOCK C (cont'd) Interior	1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<p><u>Area 34</u> Repair and adjust fire egress door Securely fix wash trough and fit linings above Adjust door check to area 35 Repair aluminium sash by fire door Fit heavy duty bolt to emergency exit Repair broken louvre frames</p>		<p>X X X X X X</p>				
<p><u>Area 35</u> Fit door check to exterior door</p>		X				
<p><u>Area 36</u> Fit "Formica" or similar linings around urinal Redecorate (half cost to be met by Education Board) Repair cubicle partition. Fit hold back hook to main door</p>		<p>X X</p>				X
<p><u>Area 37</u> Repair door and fit door check and hold back hook Redecorate. (half cost to be met by Education Board)</p>		X				X
<p><u>Area 38</u> Repair door check to door area 35 Repair flooring by fire egress door Fit heavy duty bolt to emergency exit Securely fix wash trough Fit neat linings behind wash trough Repair broken louvre frames</p>		<p>X X X X X X</p>				
<p><u>Area 39</u> Securely fix wash troughs Fit door check and hold back hook to door to area 40 Repair broken louvre frames</p>		<p>X X X</p>				
<p><u>Area 40</u> Adjust exterior door check Redecorate (half cost to be met by Education Board)</p>		X				X
<p><u>Area 41</u> Ease door and repair door check. Fit hold back hook</p>		X				

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	1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>BLOCK C</u> <u>Interior</u> Area 41 (cont'd) Securely fix hand basin Repair cubicle partition Fit formica or similar linings around urinal Redecorate. (half cost to be met by Education Board)		x x	x			x
Area 42 Fit door check and hold back hooks Repair cubicle partition Redecorate. (half cost to be met by Education Board)		x x				x
Area 43 Fit door check and hold back hook to door to area 40 Securely fix wash trough and fit linings Repair louvre frames		x x x				
<u>Electrical</u> Upgrade lighting in areas 34, 38, 39 and 43 to state school standards Permanently wire heaters and install thermostat and time clock controls Provide circuit legends to switchboards		x x x				
<u>Fire Protection</u> <u>Fire Equipment</u> Install 1x9 litre water CO2 extinguisher in areas 34 and 40		x				
<u>Fire Alarm</u> Install a call point in areas 35 and 40 with an external sounder and interconnect into the proposed new fire alarm system	x					
<u>BLOCK D</u> <u>Exterior</u> Clean out all spoutings and provide cages to DPs Provide RWH and stop ends to spoutings on South, West and north sides		x x				

John R.

1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
BLOCK D					
<u>Exterior (Continued)</u>					
Replace porch roofs to area 53					
Complete both ends of covered way					
Repair damaged corner on covered way area 55	x				
Repaint whole of exterior (half cost to be met by Education Board)	x				
Respray Decramastic roofing		x			
Re-plaster fire door sills areas 44 and 45					
Repair DP and secure on corner area 44	x				
Repair spouting to covered way area 44	x				
Repair and refix RW heads to covered way	x				
Seal DPs to earthen ware to prevent rubbish entry	x				
<u>Interior</u>					
<u>Area 44</u>					
Adjust exterior sliding door. Fit secure locking device	x				
Replace carpet tiles with sheet "Duralay" or similar					
<u>Area 45</u>	x				
Repair door check to covered way	x				
Replace carpet tiles with "Duralay" or similar	x				
<u>Area 46</u>					
Repair floor and floor coverings at sliding door	x				
Adjust exterior sliding door. Fit secure locks	x				
Replace carpet tiles with "Duralay" or similar					
Fit door check to door area 49	x				
<u>Area 48</u>					
Ease door to area 49	x				
<u>Area 49</u>					
Replace carpet tiles with "Duralay" or similar					
<u>Area 50</u>					
Provide overflows to all cisterns					
Repair floor coverings and weld all joints	x				
Repair cubicle partitions	x				
Repair door check	x				
<u>Area 54</u>					
Repair floor coverings and weld joints	x				
Repair cubicle partitions	x				

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BLOCK D Interior (Continued)	1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<p><u>Area 53</u> Repair door checks to both exterior doors Provide a damage resistant dado to display board and finish the remainder Repair backs of cupboards</p>		<p>x x x</p>				
<p><u>Areas 54, 55</u> Replace carpet tiles with "Duralay" or similar Repair floor and floor coverings at sliding doors Adjust sliding exterior door. Fit secure locks</p>		<p>x x</p>	<p>x</p>		<p>x</p>	
<p><u>Structural</u> Upgrade clerestory window bracing to MWD standards</p>			<p>x</p>			
<p><u>Electrical</u> Upgrade lighting to state school standards in areas 44, 45, 46, 47, 54 and 55 Earth sink bench in area 50 Provide time switch and thermostat controls for heaters Upgrade circuit legend for switchboard</p>		<p>x x x x</p>				
<p><u>Fire Protection</u></p>						
<p><u>Fire Equipment</u> Carry out service to hose reels</p>	<p>x</p>					
<p><u>Fire Alarm</u> Remove the self contained dry cell bell and push unit and install a call point in areas 44 and 53 with an external sounder outside area 49 and interconnect into the proposed new fire alarm system</p>	<p>x</p>					
<p><u>FURNITURE AND EQUIPMENT</u> Upgrade furniture to state school standards in those areas noted by Education Board officers.</p>				<p>x</p>		<p><i>W.A.R.</i></p>

BUILDING REQUIREMENTS

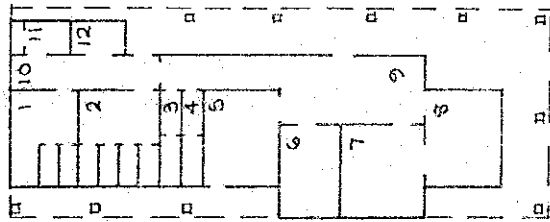
Provide by new construction or remodelling the following:

- 125m² of classroom area
- 42m² resource workroom
- 56m² library/multipurpose room
- Interview room of 7m²
- STDU for female staff toilets
- WC and 2 STDU's for girls toilets
- 60m² of classroom area

1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
	x x x		x		

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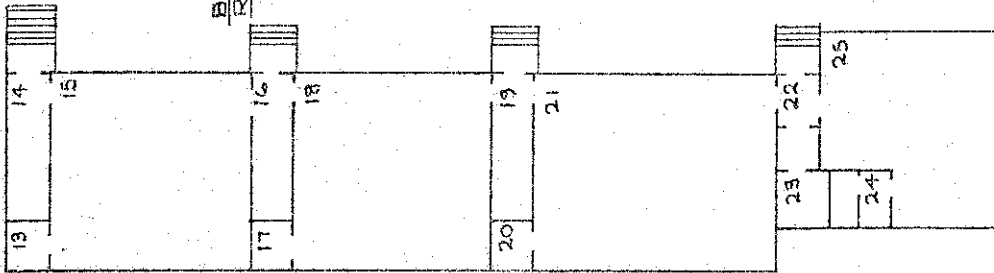
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BLOCK A

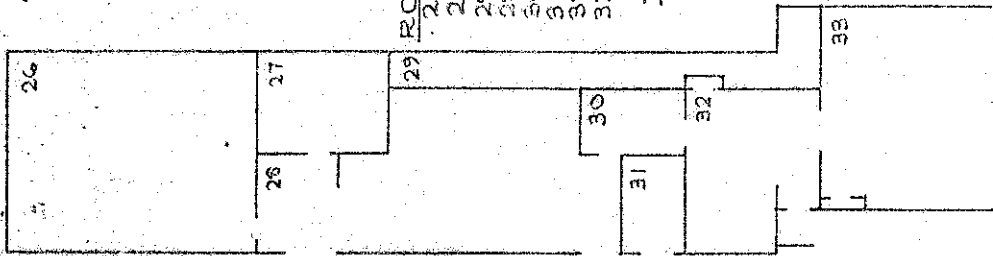
ROOM	AREA
1 BOYS' TOILETS	
2 GIRLS TOILETS	
3 TOILET	
4 SICK BAY	10.09 m ²
5 STORE	8.16 m ²
6 OFFICE	9.21 m ²
7 HEADMASTER	10.08 m ²
8 WAITING AREA	
9 CORRIDOR	
10 TEMPORARY STORE	1.92 m ²
11 STORE	2.16 m ²
12	

TOTAL AREA = 175.96 m²



ROOM	AREA
13 STORE	2.56 m ²
14 CLOAKROOM	57.0 m ²
15 CLASSROOM	
16 CLOAKROOM	2.56 m ²
17 STORE	57.0 m ²
18 CLASSROOM	
19 CLOAKROOM	2.56 m ²
20 STORE	71.44 m ²
21 CLASSROOM	
22 ENTRANCE	3.6 m ²
23 STORE	
24 STAFF TOILET	47.04 m ²
25 STAFF ROOM	

TOTAL AREA = 327.41 m²



ROOM	AREA
26 LIBRARY	44.48 m ²
27 STORE	18.5 m ²
28 LOBBY	
29 CLOAKROOM	8.14 m ²
30 STORE	56.24 m ²
31 CLASSROOM	
32	
33	

TOTAL AREA = 320.56 m²

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DEPARTMENT OF EDUCATION

buildings division: integration of private schools

School: HOLY CROSS SCHOOL, HENDERSON

Drawing No:

EIP 210 02

Scale:

1:300

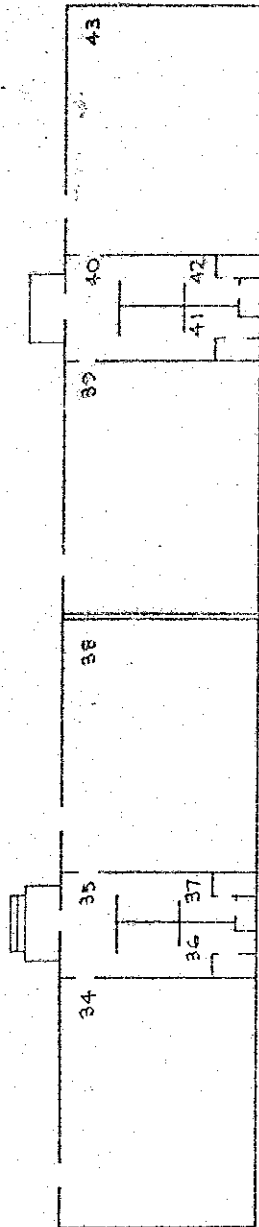
Date:

5 JANUARY 1981

SHEET 2 OF 3 SHEETS

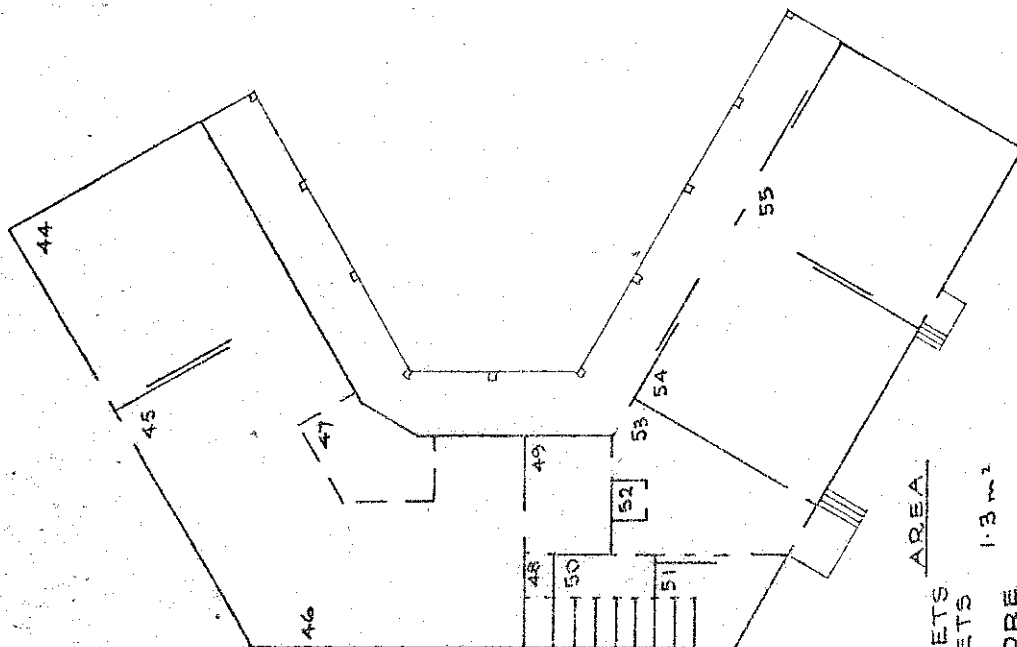
Revision

Drawn: *gaut*



BLOCK C		
ROOM	AREA	ROOM
34 CLASSROOM	72.52 m ²	39 CLASSROOM
35 CLOAKROOM		40 CLOAKROOM
36 BOYS' TOILETS		41 BOYS' TOILETS
37 GIRLS' TOILETS		42 GIRLS' TOILETS
38 CLASSROOM	72.52 m ²	43 CLASSROOM

TOTAL AREA : 371.34 m²



BLOCK D		
ROOM	AREA	ROOM
44 CLASSROOM	65.6 m ²	50 GIRLS TOILETS
45 CLASSROOM		51 BOYS TOILETS
46 CLOAKROOM	133.98 m ²	52 STORE
47 CLASSROOM		53 LOBBY/STORE
48 TOILET		54 CLASSROOM
49 INFANT MISTRESS	14.96 m ²	55 CLASSROOM

TOTAL AREA : 527.99 m²

John A.

DEPARTMENT OF EDUCATION
buildings division: integration of private schools
School: HOLY CROSS SCHOOL, HENDERSON

Drawing No:	Scale:
EIP 210 03	1 : 300
Date:	SHEET 3 OF 3 SHEETS
24 DECEMBER 1980	Drawn: <i>del</i>
Revision	

FOURTH SCHEDULE

Schedule of staff appointments to Holy Cross School, HENDERSON Under Sections 65(1) & 66 of the Private Schools Conditional Integration Act 1975 being special positions relating to the special character of the School

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Total Staff Entitlement of School	Principal to be Appointed under S.65 (1) (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 B 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) (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
	Number of Staff to be so Appointed		Number of Staff to be so Appointed	Number of Staff to be so Appointed (See Footnote No. 2 to this Schedule)	

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
1	1	-	-	1	-
2	1	-	-	1	-
3	1	-	-	1	-
4	1	-	-	2	-
5	1	1	-	1	1
6	1	1	-	2	1
7	1	1	1	1	1
8	1	1	1	2	1
9	1	1	1	2	1
10	1	1	1	3	1
11	1	1	1	3	1
12	1	1	1	4	1
13	1	1	1	5	1
14	1	1	1	6	1
15	1	1	1	7	1
16	1	1	1	7	1
17	1	1	1	7	1
18	1	1	1	8	1
19	1	1	1	8	1
20	1	1	1	9	1
21	1	1	1	9	1
22	1	1	1	9	1
23	1	1	1	10	1
24	1	1	1	10	1
25	1	1	1	11	1
26	1	1	1	11	1
27	1	1	1	12	1
28	1	1	1	12	1
29	1	1	1	13	1
30	1	1	1	13	1

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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 fifteen (15) teachers.