

THIS DEED OF AGREEMENT is made the 21 day of December
One thousand nine hundred and eighty one (1981)
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,
Papatoetoe (hereinafter referred to as "the School")
- B The School is a Roman Catholic Primary School for Girls
from New Entrants to Form Two (II) and for Boys from New
Entrants to Standard Four (IV) offering Education with a
Special Character.
- C The School was established in 1953 and up to the effective
date of integration was conducted and staffed in part by
members of the Roman Catholic Religious Order of Women, known
as the Sisters of 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.

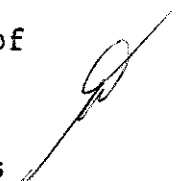
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2. THE School's Special Character as is hereinafter described, shall incorporate the Education with a Special Character as provided in the School AND IT IS HEREBY AGREED AND DECLARED that the School shall at all times in the future be conducted and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


3. ON behalf of the Proprietor it is hereby agreed that:

- (a) The Proprietor is the owner of all the land and improvements more particularly described in the First Schedule hereto (hereinafter referred to as "the Proprietor's land") and of which for the purposes of this Deed of Agreement, the School premises form part only. The School premises for the purposes of this Deed of Agreement being the land and improvements more particularly described in the Second Schedule hereto (hereinafter referred to as "the School premises").
- (b) The Proprietor shall set apart and appropriate as owner all the School premises and all the chattels and other assets of the Proprietor associated with the School exclusively for the purposes of the School as an integrated School, so that the Controlling Authority of the School shall have the exclusive right to the possession and use of the School premises and chattels

- PROVIDED THAT -


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- (i) At the request of the Proprietor, the School Committee may grant the use of the School premises and chattels to the Proprietor or other person or persons at any time when the School premises and chattels are not required for school purposes and the School Committee shall not unreasonably or arbitrarily withhold its consent. The School Committee may require the Proprietor or other person or persons to pay a reasonable fee to the School Committee as a condition of such use.
- (ii) With the consent of the Proprietor, the School Committee may grant the use of the School premises and chattels to other person or persons at any time when the School premises and chattels are not required for School purposes and the Proprietor shall not unreasonably or arbitrarily withhold his consent. The School Committee may require any such person or persons to pay a reasonable fee to the School Committee as a condition of such use.
- (c) The Proprietor shall accept and meet the liability for all mortgages, liens and other charges upon the land and buildings comprising the School premises.
- (d) The Proprietor shall plan, pay for, and execute the improvements described in the Third Schedule hereto, to the School premises so as to bring the School buildings and associated facilities forming


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part of the School premises up to the minimum standard for comparable State Schools prevailing at the effective date of this Deed of Agreement. Such improvements to be carried out in accordance with the dates specified against such improvements in the Third Schedule hereto. The Proprietor shall upon completion of any improvements to electrical services described in the Third Schedule hereto arrange for the local Electrical Supply Authority to inspect the School premises in terms of Regulation 45 of the Electrical Supply Regulations 1976.


- (e) The Proprietor shall plan, execute and pay for such capital works and associated facilities at the School as may be approved or required, from time to time, by the Minister pursuant to Section 40 (2) (d) of the Private Schools Conditional Integration Act 1975.
- (f) The Proprietor may own or hold upon trust, and control and maintain, any land, buildings and associated facilities that, although not part of the integrated School premises in terms of this Deed of Agreement are regarded by the Proprietor as appropriate to maintain the Special Character of the School.
- (g) The Proprietor shall insure all the buildings forming part of the School premises and the Proprietor's chattels (if any) owned or held upon trust for the purposes of the School and the other assets owned by the Proprietor for the purposes of the School against risks


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normally insured against, in some responsible insurance office in New Zealand, and further acknowledges the obligation on him created by Section 40 (2) (h) of the Private Schools Conditional Integration Act 1975.

- (h) No person employed at the School and paid for his services in whole or in part out of moneys appropriated by Parliament, shall be paid by the Proprietor or his servants or agents any remuneration additional to that provided for by the Private Schools Conditional Integration Act 1975 or shall be granted or permitted any condition of service more favourable than that permitted in the case of a person employed in a comparable position in a State School PROVIDED HOWEVER that a teacher to whom the provisions of Section 71 of the Private Schools Conditional Integration Act 1975 apply, shall continue to be paid no less than the same salary, and be accorded the same status, as he received or was accorded on the day before the effective date of the integration of the School.

4. THE land and buildings constituting the School premises are subject to the mortgages, debts, liens, encumbrances, easements, licences, restrictions and other matters which affect the title to or enjoyment of the land and have the appurtenances or benefits attaching to the land more particularly described in the First Schedule hereto.

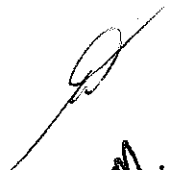

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5. THE Special Character of the School is that it is a Roman Catholic School for boys and girls established by the Roman Catholic Bishop of the Diocese of Auckland, New Zealand, for the Roman Catholic Community of the Diocese of Auckland, which promotes 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;


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- (c) May invoke the powers conferred upon him by the Private Schools Conditional 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 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 children attending the School PROVIDED HOWEVER that in the event of the School roll altering at any time then the number of such members shall be fixed by ascertaining the number of members that a State School Committee would have, based on the current School roll in accordance with the provi-

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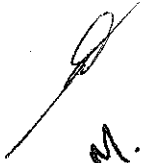


sions of the School Committees Administration Regulations 1965 and subtracting one from that number.

- (c) Any election conducted pursuant to Section 26 of the Private Schools Conditional Integration Act 1975 shall be conducted as nearly as possible in the manner prescribed by the School Committees Administration Regulations 1965 and any regulations made in amendment thereof or in substitution therefor and the provisions of those regulations shall, with any necessary modifications, be applied accordingly.
- (d) The control and management of the School shall be exercised subject to the provisions of Section 25 (6) of the Private Schools Conditional Integration Act 1975.

8. THE School had a roll of four hundred and thirty-three (433) pupils as at the 30th September 1981 being the year when the roll figures were last compiled. It is agreed by and between the parties hereto that the maximum roll of the School shall be four hundred and thirty-nine (439) pupils.

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


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

(b) In accordance with Section 7 (6) (h) of the Private Schools Conditional Integration Act 1975, unless the Proprietor and the Controlling Authority otherwise agree and subject to places being available, the number of pupils whose parents do not have a preference of enrolment at the School in accordance with the provisions of Section 29 (1) of the Private Schools Conditional Integration Act 1975 shall be limited at all times to twenty-two (22) 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


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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.

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

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

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determined in accordance with the then current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder and as is more particularly described in the Fourth Schedule hereto.

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

17. THERE shall be a position at the School to be designated as Senior Teacher Junior Classes in accordance with Section 65 (1) (d) of the Private Schools Conditional Integration Act 1975 and the Controlling Authority of the School in advertising the position of Senior Teacher Junior Classes shall state that a willingness and ability to take part in Religious instruction appropriate to the Special Character of the School shall be a condition of appointment. Any person so appointed to the position of Senior Teacher Junior Classes shall accept these requirements as a condition of appointment PROVIDED HOWEVER that in the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement then the position of Senior Teacher Junior Classes shall be determined in accordance with the then current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder and as is more particularly described in the Fourth Schedule hereto.

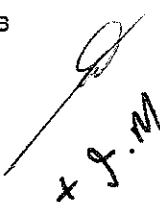
18. THERE shall be six (6) other teaching positions at the School which in accordance with Section 65 (1) (c) of the Private Schools Conditional Integration Act 1975, shall be positions of importance

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

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

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


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Conditional Integration Act 1975 arrange for any retired teacher to undertake voluntary tasks to assist in the School with the teaching of Religious observances and Religious instruction appropriate to the Special Character of the School.

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

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

23. THE School is a Primary School for Girls from New Entrants to Form Two (II) and Boys from New Entrants to Standard Four (IV) 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

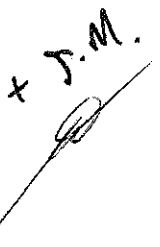
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Deed of Agreement to give effect thereto.

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 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 are used in common for the purpose of the School premises and as is more particularly delineated on the plan forming part of the Second Schedule hereto. In particular, the water supply, the power supply and the sewerage and drainage systems are all used in common and the costs of maintaining such services and facilities shall be apportioned as provided in Clause 24 hereof. If practicable the power supply to the School premises shall be separately metered at the expense of the Proprietor. Where such services or facilities are wholly or partly situated outside the School premises the Proprietor will continue to make such services or facilities available to the School premises.

26. THE Proprietor shall not engage any teachers between the date of execution of this Deed of Agreement and the effective date of integration other than those whose names have already been notified by the Proprietor to the Director-General of Education without first obtaining the consent of the Director-General.

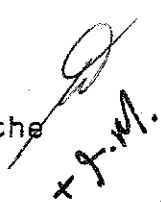
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27. THE Proprietor shall reimburse the Minister for the payment of salary, wages and proportion of holiday pay due and paid by the Minister in respect of the 1981 School year to any person employed at the School up to the effective date of Integration PROVIDED THAT the Proprietor shall not be required to reimburse the Minister in respect of any salary, wages and holiday pay which has been paid to teachers up to the date of integration by the Minister in accordance with the terms of the Minister's letter of 4 December 1980 to Archbishop Williams.

28. THE Minister shall subject to Clause 3 (d) and (e) of this Deed of Agreement after the effective date hereof maintain the School premises and the associated facilities in a state of repair order and condition as for a comparable State School under the same Controlling Authority and provide for the maintenance of the chattels as though the School were a State School PROVIDED THAT neither the Minister nor the Controlling Authority shall be responsible for the maintenance of the existing sealed court area west of the buildings named as Blocks C and D on the schedule of works annexed hereto, and south of the buildings named as Blocks A and B on the said schedule, until such time as the said area is upgraded according to the provisions of the said schedule of works and up until such time as the Proprietor shall be responsible for maintenance of the said area. The School shall be entitled to such furniture and equipment as the Controlling Authority supplies from time to time to comparable State Schools.

29. THE effective date of this Deed of Agreement shall be the 2nd day of February 1982.

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



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

SIGNED by JOHN MACKAY THE ROMAN
CATHOLIC BISHOP OF THE DIOCESE
OF AUCKLAND and sealed with his
Seal of Office in the presence
of:

+ John Mackay.

John Mackay
Director of Schools,
Auckland Diocese

SIGNED FOR AND ON BEHALF OF HER MAJESTY
THE QUEEN by MERVYN LANGLOIS WELLINGTON
Minister of Education in the presence
of:

M. J. Foklan
12 Hokianga Road
Wellington, 3
(Private Secretary)

Mervyn Langlois

FIRST SCHEDULE

Description of total land buildings and other improvements comprising the Proprietor's land of which the School premises form part.

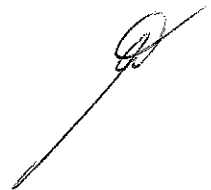
THE PROPRIETOR'S LAND All that land, School buildings and other improvements owned by The Roman Catholic Bishop of the Diocese of Auckland, situate at Papatoetoe, Auckland, New Zealand, delineated in green on the annexed plan, being known as Holy Cross Primary School, Papatoetoe and being more particularly described as follows :

FIRST all that Freehold parcel of land containing 1.6265 hectares more or less being Lots 44, 45, 46, 47 and 48 Deposited Plan 15218 Lot 5 Deposited Plan 20209 and being part Allotment 42 Parish of Manurewa and being all the land in Certificate of Title Volume 6A folio 221 (North Auckland Registry)

Fencing agreements in Transfers 150324 affecting Lot 48 Plan 15218, in 180793 affecting Lots 44, 45, 46 and 47 Plan 15218.

There is a debt owing 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 premise

THE SCHOOL PREMISES

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

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HOLY CROSS SCHOOL, PAPATOETOE

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.

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 to 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

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SITE	2.2.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<p>Fences</p> <p>Erect and upgrade boundary fences to Education Board standards.</p> <p>Stormwater drainage</p> <p>Upgrade stormwater disposal system around Blocks C, D, E and G and courts area to Education Board requirements</p> <p>Sealed court area</p> <p>Upgrade mesh fence surrounding courts to Education Board requirements (south side)</p> <p>Erect pipe fences and chain barriers to prevent vehicular traffic entering area on boundary of church and presbytery</p> <p>Upgrade court area west of Blocks B & D to Education Board standards</p> <p>Upgrade cobblecourt area outside Block F to Education Board standards</p>		<p>x</p> <p>x</p> <p>x</p> <p>x</p>				<p>x</p>

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AGREED PHASING OF WORK TO BE COMPLETED BY

SITE (Continued)	2.2.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
Provide bracing to adventure play tower to Education Board Standards Upgrade or replace incinerator to conform with the Clean Air Act and to Education Board requirements and resite away from adjoining property Provide name panel which is clearly visible and also a sign to indicate location of Administration Block Provide entrance gates (both Carruth and St George roads) Remove dead trees on western boundary		x x x x x				31.3.87
<u>BLOCK B</u> <u>Exterior</u> Replace broken vent Repaint exterior doors <u>Interior</u> Redecorate (half cost to be met by Education Board) Provide heavy duty retention hooks to exterior doors Provide and fit two door checks <u>Mechanical</u> Upgrade Heating to state school standards <u>Electrical</u> Provide time switch and thermostat control to electric heaters Provide separate metering and supply to Block B other than from the non-integrating Block I Install 1 x 9 litre water CO2 extinguisher in area 4		x x x x x	x x x			x -21-
<u>BLOCK C</u> <u>Exterior</u> Replace fibrolite roof with corrugated iron and strip roofing Seal gaps between timber and brick junctions Provide and fit heavy duty retention hooks to all exterior doors Areas 9-12 Repair or replace loose seat slats		x x x		x		x + J.M.

BLOCK C Exterior (continued)	2.2.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
Area 5		x				
Scrape down and paint lintel on window Areas 15, 16 and 17						
Clip securely exterior electric cable leading to these areas		x				
Seal hole in bricks by area 15		x				
Area 5						
Replace 4 broken vents						
Provide additional brackets to secure downpipes		x				
Area 6		x				
Replace rusted louvre fittings, seal gap between scotia and wall and touch up paint						
Area 8		x				
Provide and fit door check to exterior door						
Interior		x				
Area 9						
Provide "Duralay" or similar floor covering with vinyl wet area to exterior door						
Provide and fit two door checks		x		x		
Redecorate						
Area 10						
Repair roof leak						
Provide "Duralay" or similar floor covering with vinyl wet area to exterior door						
Provide and fit two door checks		x		x		
Redecorate						
Areas 11 and 12						
Provide "Duralay" or similar floor covering with vinyl wet area to exterior door						
Provide and fit two door checks		x		x		
Redecorate						
Areas 9 - 12						
Check and repair as necessary all window winding gear						
Area 13		x				
Replace bottom panels to exterior doors		x				

ACREED PHASING OF WORK TO BE COMPLETED BY

BLOCK C Interior (Continued)	2.2.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
Area 14 Replace broken coat hooks Provide and fit door check to exterior door Area 15 Redecorate and fit bolts to cubicle doors Replace one handbasin and securely fix remaining handbasins Provide and fit heavy duty retention hook and refix furniture to exterior door Secure all toilet roll holders Area 16 Repair exterior door and fit heavy duty retention hook Redecorate Secure all toilet roll holders Provide and fit bolts to, and repair damaged cubicle doors Area 17 Replace exterior door; repair jamb and fit heavy retention hook Repair cubicle doors and fit bolts Repair cupboard door Secure all toilet roll holders Replace one wash hand basin Secure all wash hand basins Mechanical Areas 5, 9 - 12 Upgrade heating to state school standards Electrical Areas 5, 9 - 13 Upgrade lighting to stage school standards Areas 10 and 11 Provide additional wall mounted socket outlets to state school standards Upgrade switchboard to comply with the Electrical Wiring Regulations regarding breaking capacity of protective devices		x x x x x x x x x x x x x x x x x x x x				
			x			
			x			
			x			
			x			

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	2.2.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<p>BLOCK C Electrical (continued)</p> <p>Areas 10 and 11 (continued)</p> <p>Provide additional support to panel</p> <p>Provide protective cover to switchboard</p> <p>Provide comprehensive circuit legend</p> <p>Fire Protection</p> <p>Means of egress</p> <p>Change locks on exit doors in area 14 to the type that can be opened from the inside without the use of a key</p> <p>Fire Equipment</p> <p>Install 2 x 9 litre water CO₂ extinguishers in area 14</p> <p>Fire Alarm</p> <p>Install a low voltage fail safe fire alarm system with 2 call points in area 14 and bells at front and back of Block</p>	x	x	x x x			
<p>BLOCK D</p> <p>Exterior</p> <p>Replace all rusted louvre fittings</p> <p>Replace old spouting on south side</p> <p>Replace rusted section of spouting by downpipe on north side</p> <p>Complete painting of seats</p> <p>Secure downpipes</p> <p>Repaint roof</p> <p>Interior</p> <p>Area 18</p> <p>Provide catches and handles to cupboard</p> <p>Provide and fit door check and fit retention hook to exterior door</p> <p>Redecorate</p> <p>Resurface floor</p>	x	x x x x x	x x x		x	

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2.2.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
BLOCK D Interior (continued)					
Area 19					
Repair door leading to area 18 and provide door stop					
Repair hole in wall under chalkboard	x				
Provide and fit door check	x				
Redecorate	x				
Provide "Duralay" or similar floor covering with vinyl wet area to exterior door			x		
Area 20					
Repair door leading to area 18 and provide door stop					
Provide and fit door check	x				
Repair hole in wall behind door	x				
Clean borrowed light roof coverings	x				
Provide "Duralay" or similar floor covering with vinyl wet area to exterior door	x				
Redecorate					
Area 21					
Repair walls					
Provide and fit door check and retention hook to exterior door	x				
Replace broken coat hooks	x				
Redecorate	x				
Resurface floor					
Mechanical					
Upgrade heating to state school standards in areas 19 and 20					
Electrical					
Areas 19 and 20					
Upgrade lighting to state school standards					
Provide additional wall mounted socket outlets to state school standards					
Wire existing heaters permanently					
Upgrade switchboard to comply with Electrical Wiring Regulations regarding busbars for neutral and earth continuity conductors and protection against fire					
Provide comprehensive circuit legends and enclosing cover to switchboard					

+ J.M.

BLOCK D (continued)	2.2.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<p><u>Fire Protection</u> <u>Means of Egress</u> Rearrange tower bolts to allow folding door between areas 19 and 20 to open from either area Areas 18 and 21 Install approved locks that can be opened from the inside without the use of keys on exterior doors to both areas <u>Fire Equipment</u> Install 1 x 9 litre water CO2 extinguisher</p>	<p>x</p> <p>x</p>	<p>x</p>				
<p><u>BLOCK E</u> <u>Exterior</u> Replace rusted louvre fittings Replace roof Replace rusted downpipe on north side Replace rusted downpipe and spouting on south side Repair rotten seat supports <u>Interior</u> Area 23 Sand, seal and lay linoleum floor covering or equivalent Redecorate (half cost to be met by Education Board) Replace broken coat hooks Provide and fit door check and retention hook to exterior door Area 24 Complete floor coverings Redecorate (half cost to be met by Education Board) Replace blinds Provide and fit door check Area 25 Complete floor coverings Replace blinds Redecorate (half cost to be met by Education Board) Provide and fit door check</p>		<p>x</p> <p>x x x</p> <p>x</p> <p>x</p> <p>x</p> <p>x</p> <p>x x</p> <p>x x</p> <p>x</p>		<p>x</p>	<p>x</p>	

AGREED PHASING OF WORK TO BE COMPLETED BY

	2.2.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
BLOCK E Interior (continued)						
Area 27						
Sand, seal and lay linoleum floor covering or equivalent						
Redecorate (half cost to be met by Education Board)						
Provide and fit door check and retention hook to exterior door		x				
Replace broken coat hooks		x				
Mechanical		x				
Upgrade heating in areas 24 and 25 to state school standard						
Electrical			x			
Upgrade lighting to state school standards in areas 24 and 25						
Provide additional wall mounted socket outlets to state school standards			x			
Wire heaters permanently			x			
Upgrade switchboard to comply with the Electrical Wiring Regulations regarding busbars for neutral and earth continuity and protection against fire			x			
Provide comprehensive circuit legends and enclosing cover to switchboard			x			
Fire Protection						
Means of Egress						
Install a door opening direct to the outside from area 24 to give alternative egress	x					
Install approved locks that can be opened from the inside without the use of keys on exterior doors to areas 23 and 27						
Fire Equipment						
Install 1 x 9 litre water CO ₂ extinguisher	x					
BLOCK F						
Exterior						
Paint new roof						
Mechanical						
Upgrade heating to state school standards in areas 37, 41 and 42						

+ 9.11.

BLOCK F	(Continued)	2.2.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<u>Electrical</u>	Upgrade switchboard to comply with the Electrical Wiring Regulations regarding busbars for neutral and earth continuity and protection against fire Provide comprehensive circuit legends and enclosing cover to switchboard	x	x	x	x		
<u>Fire Protection</u>	Means of Egress Install an approved lock that can be opened from the inside without the use of keys on exit door from area 40						
Fire equipment	Install 1 x 9 litre water CO2 extinguisher in area 40						
Fire Alarm	Extend the manual fire alarm system in Block C to Block F by installing a call point and bell in area 40	x					
BLOCK G	<u>Exterior</u>						
	Replace rusted spouting and downpipes						
	Repaint outside seats						
	Paint handrails						
	Repair all damaged plaster to steps and landings						
	Replace all broken vents						
	Birdproof behind terminal vent						
	<u>Interior</u>						
	Area 28						
	Redecorate (half cost to be met by Education Board)						
	Area 29						
	Repair loose joints in linoleum						
	Redecorate (half cost to be met by Education Board)						
	Provide and fit door check and retention hook to exterior door						

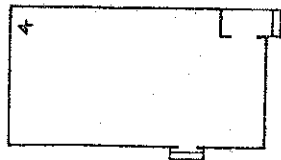
BLOCK G Interior (continued)	2.2.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
Area 30 Repair all faulty window catches Redecorate (half cost to be met by Education Board) Provide and fit two door checks Areas 31 - 33		x x				x x
Redecorate (half cost to be met by Education Board) Area 33 Provide and fit door check and retention hook and hardware to exterior door Area 34		x				x
Redecorate (half cost to be met by Education Board) Repair all faulty window catches Provide and fit two door checks Area 35		x x				x
Redecorate (half cost to be met by Education Board) Area 36 Redecorate (half cost to be met by Education Board) Provide and fit door check and retention hook to exterior door Mechanical		x				x -29- x
Upgrade heating to state school standards in areas 30 and 34 Electrical			x			
Upgrade lighting to state school standards in areas 30 and 34 Replace broken shade in area 29 Replace missing light in area 28 Provide thermostat and time switch control to heater in area 33		x x	x			
Upgrade switchboard to comply with the Electrical Wiring Regulations regarding busbars for neutral and earth continuity and protection against fire			x			x

+ J.M.

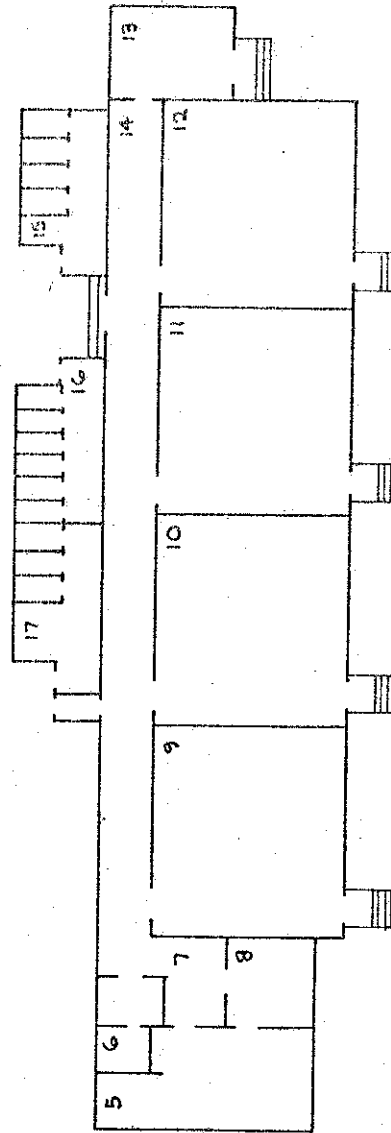
BLOCK G (continued)	2.2.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<u>Fire Protection</u> <u>Means of Egress</u> Install approved lock that can be opened from inside without use of keys on exit doors from areas 29 and 33 Fire Alarm Extend the manual fail safe fire alarm system from Block C to Block G by installing call points in areas 29 and 33 with a bell on the end wall of area 29 facing Block H	x					
BLOCK H <u>Exterior</u> Clean off roof and renail loose nails, fill nail holes and repaint Replace spouting Close gap to soffit at rear Fix long waste pipe securely Seal walls where waste pipes enter walls Provide bolt to base access Replace rusted louvre fittings Paint exterior seats Paint handrails Repair all damaged plaster to steps and landings	x	x x x x x	x x			
<u>Interior</u> Area 43 Redecorate (half cost to be met by Education Board) Area 44 Sand, seal and lay linoleum floor covering or equivalent Redecorate (half cost to be met by Education Board) Repair exterior door where timbers are springing Provide and fit door check and retention hook Area 45 Repair door furniture Repair hole in wall by sink Provide and fit two door checks		x	x x			

BLOCK H Interior (continued)	2.2.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
Area 46						x
Redecorate (half cost to be met by Education Board) Fit art sink securely Provide new door furniture Provide and fit door check		x x x				x
Area 47						
Redecorate (half cost to be met by Education Board) Area 48						x
Sand, seal and lay linoleum floor covering or equivalent		x				
Redecorate (half cost to be met by Education Board) Repair exterior door where timbers are springing Provide and fit door check and retention hook		x x x				x
<u>Mechanical</u>						
Upgrade heating to state school standards in areas 45 and 46			x			
<u>Electrical</u>						
Upgrade lighting to state school standards in areas 45 and 46			x			
Provide additional wall mounted socket outlets to state school standards			x			
Wire electric heaters permanently			x			
Upgrade switchboard to comply with the Electrical Wiring Regulations regarding busbars for neutral and earth continuity and protection against fire			x x			
<u>Fire Protection</u>						
<u>Means of Egress</u>						
Remove the locking snib on the communicating door between areas 45 and 46						
Install an approved lock set that can be opened from the inside without the use of keys on exterior doors from areas 44 and 48	x					
Fire equipment						
Install 1 x 9 litre water CO ₂ extinguisher	x					
<u>FIRE PROTECTION GENERAL</u>						
Replace incinerator filling hatch and install a spark guard on the flue		x				x

	2.2.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<p>BUILDING REQUIREMENTS</p> <p>Provide the following facilities by new construction) or remodelling:)</p> <p>Classroom area totalling 164m²) Resource workroom area of 32m²) Interview room of 7m²) 3 WC's for girls' toilets) 2 WHB's for boys' toilets) Storage area of 10m²)</p> <p>Demolish or replace Block A by 1985.</p>			x	x		

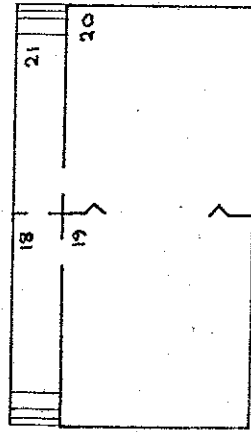


BLOCK B	
ROOM	AREA
4 LIBRARY	48.13 m ²
TOTAL AREA = 55.32 m ²	

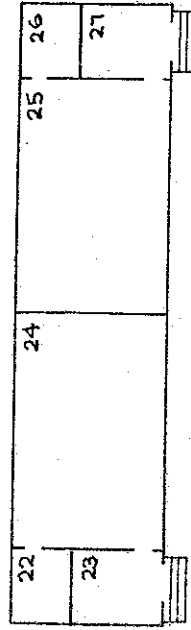


BLOCK C	
ROOM	AREA
5 SECRETARY	25.84 m ²
6 HANDICAP TOILET	
7 ENTRANCE FOYER	
8 PORCH	
9 CLASSROOM	56.9 m ²
10 CLASSROOM	56.9 m ²
11 CLASSROOM	56.9 m ²
12 CLASSROOM	56.9 m ²
13 PRINCIPAL	17.37 m ²
14 CORRIDOR	
15 TOILETS	
16 TOILETS	
17 TOILETS	

TOTAL AREA = 484.60 m²



BLOCK D	
ROOM	AREA
18 CORRIDOR	
19 CLASSROOM	60.2 m ²
20 CLASSROOM	60.2 m ²
21 CORRIDOR	
TOTAL AREA = 158.28 m ²	



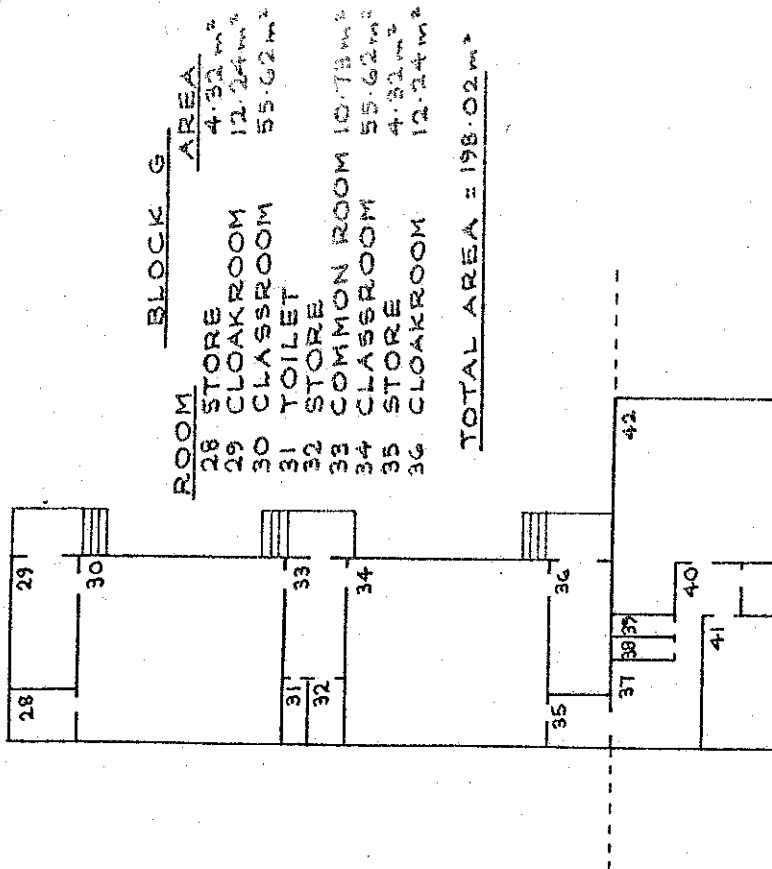
BLOCK E	
ROOM	AREA
22 STORE	5.35 m ²
23 CLOAK ROOM	
24 CLASSROOM	53.95 m ²
25 CLASSROOM	53.95 m ²
26 STORE	5.35 m ²
27 CLOAK ROOM	
TOTAL AREA = 152.3 m ²	

X d.m.

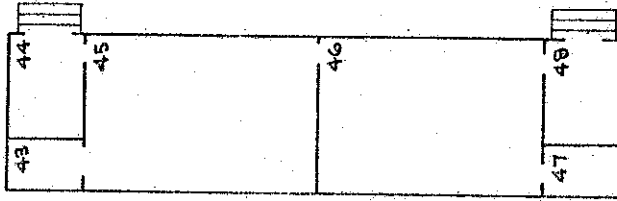
DEPARTMENT OF EDUCATION
buildings division: integration of private schools
School: HOLY CROSS SCHOOL, PAPATOETOE

Drawing No:	Scale:
EIP 167 02	1:300
Date:	SHEET 2 OF 3 SHEETS
4 AUGUST 1980	Drawn: <i>leg</i>
Revision	
10 JUNE 1981	
3 NOVEMBER 1981	

x J M.



BLOCK F	
ROOM	AREA
37 RESOURCE	10.56 m ²
38 TOILET	
39 TOILET	
40 ENTRANCE	
41 SICK BAY	11.88 m ²
42 STAFFROOM	40.12 m ²
TOTAL AREA	= 87.57 m²



BLOCK H	
ROOM	AREA
43 STORE	5.35 m ²
44 CLOAKROOM	10.31 m ²
45 CLASSROOM	53.95 m ²
46 CLASSROOM	53.95 m ²
47 STORE	5.35 m ²
48 CLOAKROOM	10.31 m ²
TOTAL AREA	= 152.3 m²

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

Drawing No:

EIP 16 T 03

Date:

4 AUGUST 1980

Revision
3 NOVEMBER 1981

Scale:

1 : 300

SHEET 3 OF
3 SHEETS

Drawn: *LES*

FOURTH SCHEDULE.

Schedule of staff appointments to Holy Cross School, PAPATOETOE under Sections 65(1) & 66 of the Private Schools Conditional Integration Act 1975 being special positions relating to the Special Character of the School

Total Staff Entitlement of School	Principal to be Appointed under S.65 (1) (a) Private Schools Conditional Integration Act 1975 Number of Staff to be so Appointed	Director of Religious Studies to be Appointed under S.65 (1) (b) Private Schools Conditional Integration Act 1975 Scale A or B or Higher	Senior Teacher Junior Classes to be Appointed under S.65 (1) (d) Private Schools Conditional Integration Act 1975 Number of Staff to be so Appointed	Religious Instruction Positions of Importance Number of other teachers to be Appointed under S.65 (1) (c) of Private Schools Conditional Integration Act 1975 Number of Staff to be so Appointed (See Footnote No. 2 to this Schedule)	Deputy Principal to be Appointed under S.66 Private Schools Conditional Integration Act 1975 Number of Staff to be so Appointed

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

NOTES:

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

-P.M.