

THIS DEED OF AGREEMENT is made on the 28 day of JANUARY  
One thousand nine hundred and eighty-two (1982)  
BETWEEN THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF AUCKLAND  
a "Corporation Sole" (hereinafter with his successors referred  
to as "the Proprietor") of the first part AND HER MAJESTY  
THE QUEEN acting by and through the Minister of Education  
(hereinafter referred to as "the Minister") of the second part

WHEREAS

- A The Proprietor is the owner of Liston College,  
Auckland (hereinafter referred to as "the School")
- B The School is for boys only and is a Roman Catholic Secondary  
School from Form Three (III) to Form Seven (VII) with an  
attached Intermediate Department. The School offers Education  
with a Special Character.
- C The School was established in 1974 and up to the effective  
date of integration was conducted and staffed in part by  
members of the Roman Catholic Religious Order of Men known  
as the Christian Brothers. 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.

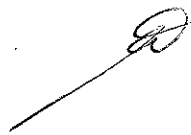
3. ON behalf of the Proprietor it is hereby agreed that:-

- (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 -

- (i) At the request of the Proprietor, the Board of Governors 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 Board of Governors shall not unreasonably or arbitrarily withhold its consent. The Board of

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Governors may require the Proprietor or other person or persons to pay a reasonable fee to the Board of Governors as a condition of such use.

- (ii) With the consent of the Proprietor, the Board of Governors 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 Board of Governors may require any such person or persons to pay a reasonable fee to such Board of Governors 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 to be carried out in accordance with the dates specified against such improvements in the Third Schedule hereto. The Proprietor shall

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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 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,

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licences, restrictions and other matters which affect the title to or enjoyment of the land and have the appurtenances or benefits attaching to the land more particularly described in the First Schedule hereto.

5. THE Special Character of the School is that it is a Roman Catholic School for boys only 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 ;
- (c) May invoke the powers conferred on him by the Private Schools Conditional Integration Act 1975, if in the opinion of the Proprietor the Special Character of the School as defined and described in this Deed of Agreement has been or is likely to be jeopardised or the Education with a Special Character provided by the School as defined and described in this Deed of Agreement is no longer preserved and safeguarded.

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7. (a) THE Controlling Authority of the School shall be a Board of Governors as constituted pursuant to the provisions of Section 51 of the Education Act 1964 and Regulations made thereunder. Such Board of Governors shall consist of eleven (11) members, such eleven (11) members being :-

- (i) One (1) member appointed by the Education Board of the Auckland Education District.
  - (ii) One (1) member elected by the teachers of the School PROVIDED HOWEVER that no member so elected may be appointed as Chairman or Deputy Chairman of the Board.
  - (iii) Five (5) members elected by the parents of the pupils attending the School.
  - (iv) Four (4) members who shall be representatives of the Proprietor and appointed by him.
- (b) Any election conducted pursuant to Section 8 (5) of the Private Schools Conditional Integration Act 1975 shall be conducted as nearly as possible in the manner prescribed by the Secondary School Boards Administration and Employment Regulations 1965 and any regulations made in amendment thereof or substitution therefor, and the provisions of those Regulations shall, with any necessary modification, be applied accordingly.
- (c) 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 three hundred and four (304) pupils in Forms III - VII as at the 1st day of March 1981 and a roll of one hundred and forty-seven (147) pupils in Forms I - II as at the 30th day of September 1981, both dates being the year when roll figures were last compiled. It is agreed by and between the parties hereto that the maximum roll of Forms III - VII of the School shall be three hundred and twelve (312) pupils and of Forms I - II of the School shall be one hundred and fifty (150) pupils.

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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 Regional Superintendent of Education 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-three (23) pupils out of the total roll of the School and the Board of Governors shall not enrol more than that number PROVIDED THAT to maintain and preserve the Special Character of the School the Board of Governors in classifying such pupils so enrolled shall endeavour to reasonably distribute them through the range of classes offered by the School.

(c) Wherever any difficulty arises related to enrolment at the School in terms of the Private Schools Conditional Integration Act 1975, it may be referred to the appropriate Secondary Enrolment Review Committee.

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

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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 upon him by the Private Schools Conditional Integration Act 1975 and by this Deed of Agreement.

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

15. THERE shall be a position at the School to be designated Director of Religious Studies in accordance with Section 65 (1) (b) of the Private Schools Conditional Integration Act 1975, which position shall be a position of responsibility and 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.

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.

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17. THE position of Head of the Intermediate Department and two (2) other positions in the Intermediate Department shall in accordance with Section 65 (1) (c) of the Private Schools Conditional Integration Act 1975 be designated positions of importance carrying a responsibility for Religious instruction and an advertisement for these positions shall state that a willingness and ability to take part in Religious instruction appropriate to the Special Character of the School shall be a condition of appointment. Any persons so appointed to these positions shall accept these requirements as a condition of appointment. In the event of the staffing entitlement of the Intermediate Department altering at any time during the currency of this Deed of Agreement, the number of positions other than Head of the Intermediate Department designated positions of importance carrying responsibility for Religious instruction shall be assessed in accordance with the Sixth Schedule hereto.

18. THE staffing entitlement of the Form III to Form VII section of the School as at the 1st day of March One thousand nine hundred and eighty-one (1981) was fifteen decimal three six (15.36) positions (excluding the Principal and the Director of Religious Studies) of which there shall be six (6) 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 persons so appointed to these positions shall accept these requirements as a condition of appointment. In the event of the staffing entitlement of the Form III to Form VII section 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 in the same proportion to the nearest whole number of the other teaching positions as six (6) is to fifteen decimal three six (15.36) as hereinbefore provided.

19. THE position of Deputy Principal of the School is agreed pursuant to Section 66 of the Private Schools Conditional Integration Act 1975 to be a special position that requires particular

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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 Board of Governors 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 for boys only and is a Secondary School from Form Three (III) to Form Seven (VII) with an Intermediate Department attached and shall remain so until such time as an agreement to a change in this organisation of the School is reached between the Proprietor and the Minister and the parties hereto enter into a supplementary Deed of Agreement to give effect thereto.

24. WHERE any of the costs associated with the conduct of the Proprietor's land and buildings that are not part of the School

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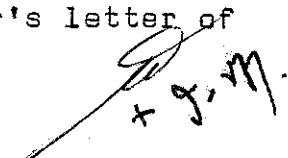
premises cannot be separated from the costs associated with the operation of the School premises, the Proprietor and the Board of Governors shall contribute to such costs according to their respective use of the services and facilities.

25. IT is acknowledged by and between the parties hereto pursuant to Clause 24 hereof that certain of the services and facilities on or serving the Proprietor's land and the buildings thereon are used in common for the purpose of the School premises and as is more particularly delineated on the plan forming part of the Second Schedule hereto. In particular the access from Rathgar Road, 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 will make a house property available for a school caretaker's residence as and when it may reasonably be required by the Board of Governors and at that stage the Board of Governors shall assume responsibility for the maintenance of such a house property and shall be entitled to receive the rent therefrom.

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

28. THE Proprietor shall reimburse the Minister for the payment of salary, wages and the proportion of School 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.

  
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29. ALL the costs of maintaining and operating the gymnasium will be shared by the Board of Governors and the Proprietor in the following proportions:- the Board of Governors two-thirds and the Proprietor one-third. The gymnasium shall be maintained to the satisfaction of the Minister to the standard for a comparable State School gymnasium. Notwithstanding this Clause the Proprietor shall be liable for all capital costs relating to the gymnasium.

30. THE Minister shall subject to Clause 3 (d) and (e) and Clause 29 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 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 Minister supplies from time to time to comparable State Schools.

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

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

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

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

+ John Mackey.

*Resident  
Catholic Education Office  
AUCKLAND.*

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. Fokker  
12 Hohiria Road.  
Hataitai  
Wellington, 3*

*(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, School buildings and other improvements owned by The Roman Catholic Bishop of the Diocese of Auckland, situate at Henderson, New Zealand, delineated in green on the annexed plan, being known as Liston College, Henderson, and being more particularly described as follows:

FIRST all that Freehold parcel of land containing 1214 square metres more or less being Lot 38 Deposited Plan 46256 and being part Allotment 6 Parish of Waipareira and being all the land in Certificate of Title Volume 35D folio 1466 (North Auckland Registry)

Subject to Mortgage No. 182226.1 to Housing Corporation of New Zealand 3.6.75 and varied 11.11.76 and varied 20.5.77 and No. 486763.1

Variation of terms of Mortgage 182226.1

SECONDLY all that Freehold parcel of land containing 6.5179 hectares more or less being Lot 44 Deposited Plan 46256 and being part Allotment 6 Parish of Waipareira and being all the land in Certificate of Title Volume 35D folio 1467 (North Auckland Registry).

Building Line Restriction in K64393.

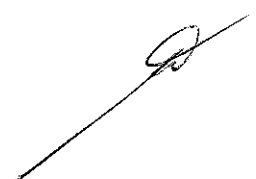
Subject to Mortgage No. 182226.1 to Housing Corporation of New Zealand - 3.6.75 and varied 11.11.76 and varied 20.5.77 and No. 486763.1

Variation of terms of Mortgage 182226.1

THIRDLY All that Freehold parcel of land containing 829 square metres more or less being Lot 12 Deposited Plan 43275 and part Allotment 6 Parish of Waipareira and being all the land in Certificate of Title Volume 40C folio 274 (North Auckland Registry).

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

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Description of land buildings and other improvements comprising the School premises.

THE SCHOOL PREMISES

All that part of the Proprietor's land as described in the First Schedule hereto, delineated in red on the annexed plan of the Proprietor's land, which plan forms part of this Schedule TOGETHER WITH all the School buildings and other improvements thereon SAVE AND EXCEPT a reservation of full right of ingress and egress to and from the chapel and brothers' house over the access thereto shaded on the annexed plan from and to Rathgar Road.

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LISTON COLLEGE, HENDERSON

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 department" appear in relation to particular works, the property supervisor of the Regional Office of the Department of Education 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 tradesmen or in a workmanlike manner to the Department of Education standards.

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AGREED PHASING OF WORK TO BE COMPLETED BY

SITE	2.2.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<u>Fencing</u>						
Replace 34 metres of boundary fence on south side						
Provide 109 metres of boundary fence at south east corner			x			
Repair 135 metres of boundary fence at east boundary						
Repair 71 metres of boundary fence at north side						
Repair 106 metres of boundary fence at west boundary						
<u>Drinking fountains</u>						
Provide overflow slots to 6 fountains						
Provide new bowl to fountain outside gymnasium						
<u>Drainage</u>						
Upgrade soccer field drainage system	*					

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SITE (continued)	2.2.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<u>Drainage</u>						
Relevel and sow grass at east side of Block F						
<u>Covered Ways</u>						
A - B Paint Roofs		x				
B - C Paint Roofs		x				
E - D Paint Roofs		x				
E - F Paint Roofs		x				
I - G Paint Roofs		x				
J - I Paint Roofs		x				
K - I Paint Roofs		x				
L - K Paint Roofs		x				
G - H Paint Roofs		x				
M - B Paint Roofs		x				
M - G Paint Roofs		x				
M - K Paint Roofs		x				
M - N Paint Roofs		x				
<u>Sealed Areas</u>						
Mark out tennis/netball courts on paved area adjoining						
Blk. F and provide protective surround of approved						
type. Provide additional paving to code, mark out				x		
and provide surround of approved type.				x		
<u>Block A</u>						
<u>Exterior</u>						
Paint roof and provide overflow slots to spouting						
<u>Interior</u>						
Areas 3, 4, 6 and 8						
Redecorate (half cost to be met by department)						
Weld together open seams of flooring						
Areas 5, 7, 7A, 9 - 19						
Redecorate (half cost to be met by department)						



2.2.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
BLOCK B (continued)					
Interior (continued)					
Areas 25, 27-30					
Redecorate (half cost to be met by department)					
Area 26					
Provide door closer to entrance door					
Mechanical	x				x
Areas 24, 25, 27, 28-30					
Upgrade heating to state school standards	x				
Electrical					
Upgrade lighting to state school standards in areas 27 and 28	x				
BLOCK C					
Exterior					
Paint roof					
Repair damaged gutter	x				
Repaint new glazing putty on reglazed windows	x				
Interior	x				
Area 31					
Redecorate					
Repair vinyl floor covering					
Provide door stops to double doors					
Area 35					
Replace and restick carpet tiles					
Redecorate (half cost to be met by department)					
Areas 36 and 39	x				
Redecorate (half cost to be met by department)	x				
Structural					
Brace clerestory windows to MWD standards					
Mechanical					
Areas 31, 35, 36 and 39					
Upgrade heating to state school standards					
Electrical	x				
Areas 31 and 39					
Blank off spare ways in switchboards	x				

Fire Protection Linings	2.2.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
Upgrade wall linings of area 31 with plasterboard BLOCK D		x				31.3.87
Exterior						
Refix light conduit to east wall		x				
Treat brickwork on south wall for moss		x				
Seal base of downpipe on south side		x				
Repaint (half cost to be met by department)		x				
Interior						
Area 40						
Repaint (half cost to be met by department)						
Area 44 and 45						
Install seamless flooring		x				
Area 46						
Install seamless flooring		x				
Redecorate		x				
Areas 48 and 50		x				
Redecorate (half cost to be met by department)						
Area 51						
Upgrade light fitting		x				
Redecorate (half cost to be met by department)						
Structural						
Strengthen masonry infill panels to MWD standards						
Mechanical						
Areas 44 and 50						
Upgrade heating to State school standards		x				
Electrical						
Area 51						
Repair broken light fitting	x					
Fire Protection						
Fit approved EXIT signs over double exit doors from Area 40	x					

BLOCK E	2.2.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<u>Exterior</u>						
Paint roof		x				
Paint exterior (half cost to be met by department)		x		x		
Repair spouting leak on North wall		x				
Refix downpipe		x				
Paint window sashes north wall and complete repairs underway		x				
Paint window sashes at west wall and complete repairs underway		x				
<u>Interior</u>						
Areas 52, 53 and 55						
Redecorate (half cost to be met by department)						
<u>Structural</u>						
Brace clerestory windows to MWD standards						
<u>Mechanical</u>						
Areas 52-55						
Upgrade heating to state school standards		x				
<u>Electrical</u>						
Area 52						
Blank off spare ways and provide permanent circuit legend to switchboard				x		
Areas 52 and 53				x		
Upgrade lighting to state school standards		x				
<u>Fire Protection</u>						
Means of Egress						
Provide and install an approved EXIT sign over the double exit door from area 52 and keep these doors free from obstruction	x					
Reduce the amount of banda fluid in area 55 to 13.5 litres or less	x					
Remove all portable heaters	x					
Replace BCF extinguisher with CO <sub>2</sub> or dry powder extinguisher	x					

	2.2.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
BLOCK F						
Exterior						
Paint roof		x				
Repaint exterior (half cost to be met by department)						
Refix vent pipes		x				
Extend waste pipes down into gully traps of north wall		x				
Apply putty to glazed sashes and repaint		x				
Interior						
Areas 57, 60, 62 - 64						
Redecorate (half cost to be met by department)						
Structural						
Brace clerestory windows to MWD standards						
Mechanical						
Areas 57, 60 - 62, 63 and 64						
Upgrade heating to state school standards						
Electrical						
Upgrade lighting in areas 60 - 64 to state school standards		x				
Fire Protection						
Means of Egress						
Ease exit doors to areas 62 and 64						
Remove all portable heaters	x					
BLOCK G						
Exterior						
Paint roofs						
Interior						
Areas 68 and 70						
Refix veneer to inside of exterior doors						
Structural						
Strengthen egress stairs to MWD standards						
Mechanical						
Areas 68, 70, 78, 80, 82, 84						
Upgrade heating to state school standards						

	2.2.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
BLOCK G (continued)						
<u>Electrical</u>						
Provide permanent circuit legends to switchboard		x				
<u>Fire Protection</u>						
<u>Means of Egress</u>						
Infill openings between guard rail and stairway/ platform of fire escapes from the upper floor areas 78, 80, 82 and 84	x					
<u>General</u>						
Remove all portable heaters	x					
BLOCK L						
<u>Exterior</u>						
Repair broken asbestos panel between windows on north side		x				
Repair sill blocks north west and north east corner		x				
Replaster base wall north east corner		x				
Reposition east wall downpipe under window sill		x				
Provide overflow slots to spouting		x				
Paint new putty to reglazed windows		x				
Clean out gully traps		x				
Provide screens over "North Lite" windows		x				
Paint roof		x				
<u>Interior</u>						
Repair roof leak and patch ceiling where damaged by water						
<u>Mechanical</u>						
Areas 86 and 88		x				
Upgrade heating to state school standards						
<u>Electrical</u>						
Repair emergency power shutdown system						
Provide permanent, adequately rated connection to stove	x					
Secure wiring protection to lathe	x					
	x					

x f.m.

x 2.4

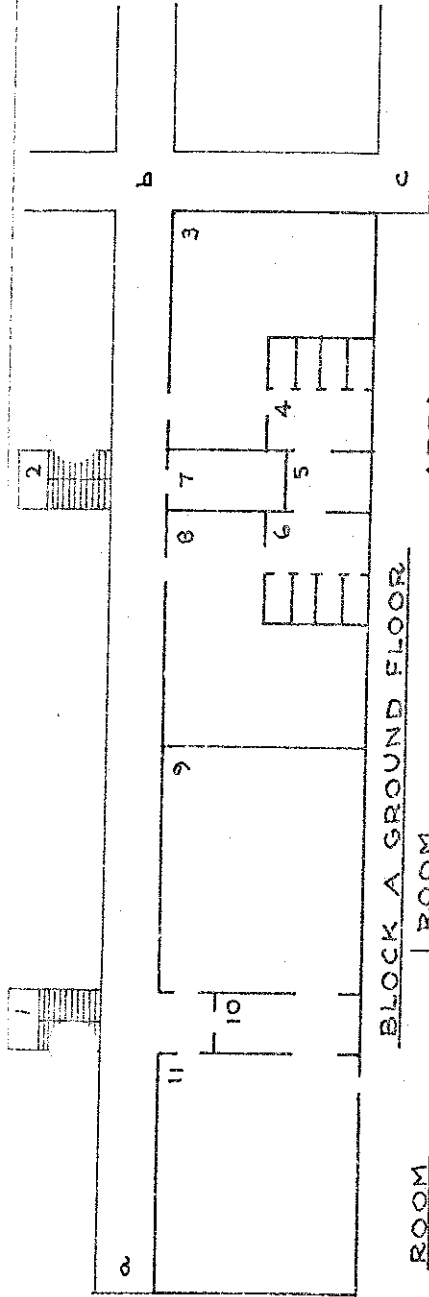
	2.2.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
BLOCK L (continued) <u>Electrical (Continued)</u> Upgrade lighting in areas 86-89 to state school standards and localise lighting where appropriate Provide additional power outlet for welding plant <u>Fire Protection</u> Replace fire extinguisher with a 2.25kg dry powder extinguisher		x x				
<u>Fire Protection General</u> Upgrade the LPG installation for the forge and furnace in Block L to fire code requirements <u>Mechanical General</u> Provide and install a suitable mechanical extract system for the forge and furnace in Block L		x x				
<u>FURNITURE AND EQUIPMENT</u> Repair and replace classroom furniture as required at a comparable state school		x				
<u>BUILDING REQUIREMENTS</u> Large classroom of 70m <sup>2</sup> General science laboratory of 81m <sup>2</sup> Pottery kiln shed of 10m <sup>2</sup> Music room of 70m <sup>2</sup> Music resource room of 23m <sup>2</sup> Music practice rooms of 1 x 11m <sup>2</sup> , 1 x 7.5m <sup>2</sup> Seminar/study/classroom 2 x 47m <sup>2</sup> Deputy principals office of 11m <sup>2</sup> Senior masters office of 11m <sup>2</sup> Timetable room of 14m <sup>2</sup> Staff rest room of 4.5m <sup>2</sup> Bookroom of 23m <sup>2</sup> Casualty room of 9m <sup>2</sup> Caretakers room of 7m <sup>2</sup>			x			



	2.2.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<u>BUILDING REQUIREMENTS (continued)</u>						
Maintenance work area of 19m <sup>2</sup>						
Store workshop of 19m <sup>2</sup>						
Tractor shed			x			
Dangerous goods store of 9m <sup>2</sup>						

x J.H.



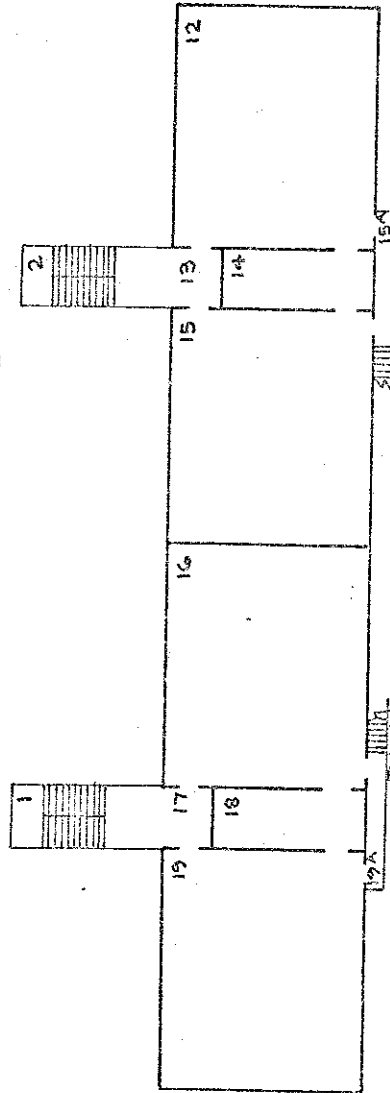


BLOCK A GROUND FLOOR

ROOM	AREA
1 STAIRS	
2 STAIRS	
3 LOCKERS	
4 TOILETS	
5 SHOWERS	
6 TOILETS	
7 DEPUTY PRINCIPAL	11.28m <sup>2</sup>
8 LOCKERS	73.35m <sup>2</sup>
9 CLASSROOM	15.36m <sup>2</sup>
10 STORE	73.35m <sup>2</sup>
11 CLASSROOM	

a-b COVERED WAY  
b-c COVERED WAY

TOTAL AREA = 463.75m<sup>2</sup>



BLOCK A FIRST FLOOR

ROOM	AREA	ROOM	AREA
12 CLASSROOM	69.72m <sup>2</sup>	16 CLASSROOM	69.72m <sup>2</sup>
13 LOBBY		17 LOBBY	
14 STORE	15.36m <sup>2</sup>	18 STORE	15.36m <sup>2</sup>
15 CLASSROOM	69.72m <sup>2</sup>	19 CLASSROOM	69.72m <sup>2</sup>
15A FIRE ESCAPE		19A FIRE ESCAPE	
TOTAL AREA = 368.5m <sup>2</sup>			

x J. M.

DEPARTMENT OF EDUCATION  
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School: LISTON COLLEGE, HENDERSON

Drawing No:

EIS 166 02

Scale:

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Date:

31 JULY 1980

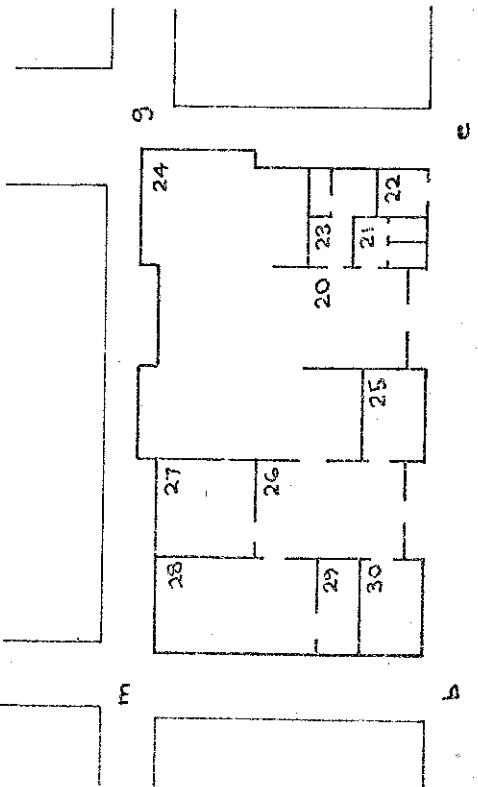
SHEET 2 OF  
6 SHEETS

Revision

1 OCTOBER 1980

Drawn: JMS

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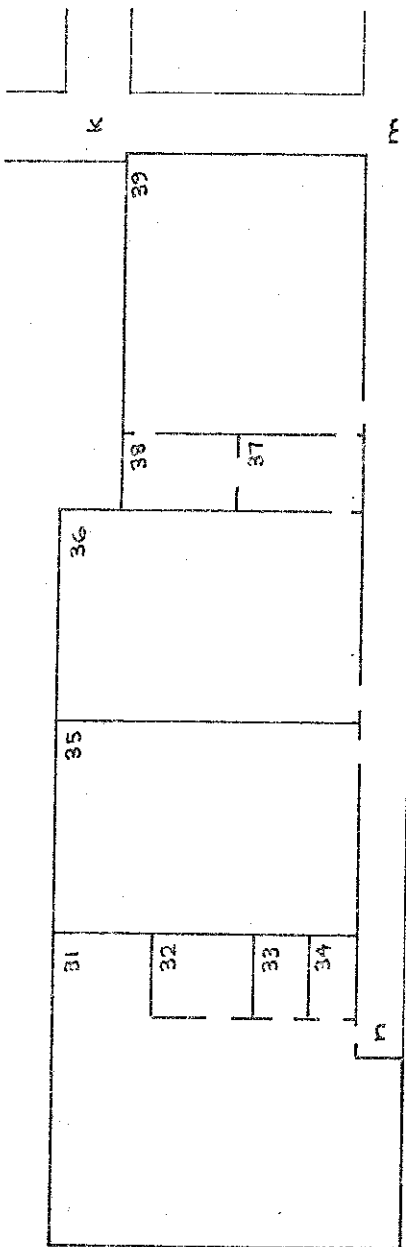


ROOM	AREA
------	------

20 LOBBY	
21 FEMALE TOILETS	
22 SWITCH ROOM	
23 MALE TOILET	
24 STAFF ROOM	79.58 m <sup>2</sup>
25 INTERVIEW ROOM	8.10 m <sup>2</sup>
26 ENTRANCE LOBBY	
27 PRINCIPAL	12.96 m <sup>2</sup>
28 OFFICE	20.52 m <sup>2</sup>
29 DUPLICATING	5.40 m <sup>2</sup>
30 INTERVIEW ROOM	8.10 m <sup>2</sup>

m-g COVERED WAY  
m-b COVERED WAY  
b-c COVERED WAY  
g-c COVERED WAY

TOTAL AREA = 200.85 m<sup>2</sup>



ROOM	AREA
------	------

31 ART ROOM	126.98 m <sup>2</sup>
32 STORE	11.84 m <sup>2</sup>
33 DARK ROOM	5.44 m <sup>2</sup>
34 STORE	7.04 m <sup>2</sup>
35 MUSIC ROOM	92.0 m <sup>2</sup>
36 CLASSROOM	92.0 m <sup>2</sup>
37 PREP. ROOM	15.04 m <sup>2</sup>
38 PREP. ROOM	15.04 m <sup>2</sup>
39 GENERAL SCIENCE LAB.	103.0 m <sup>2</sup>

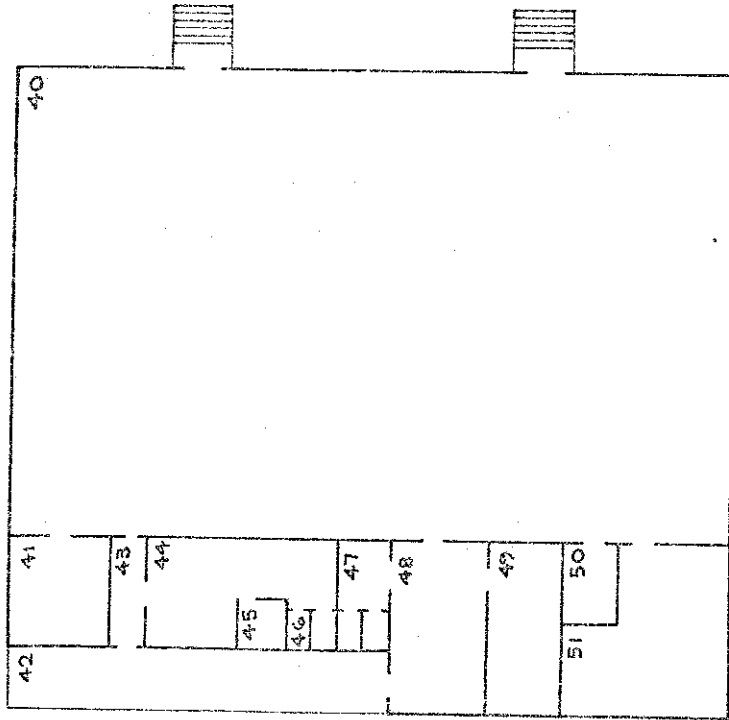
n-m COVERED WAY  
m-k COVERED WAY

TOTAL AREA = 558.3 m<sup>2</sup>

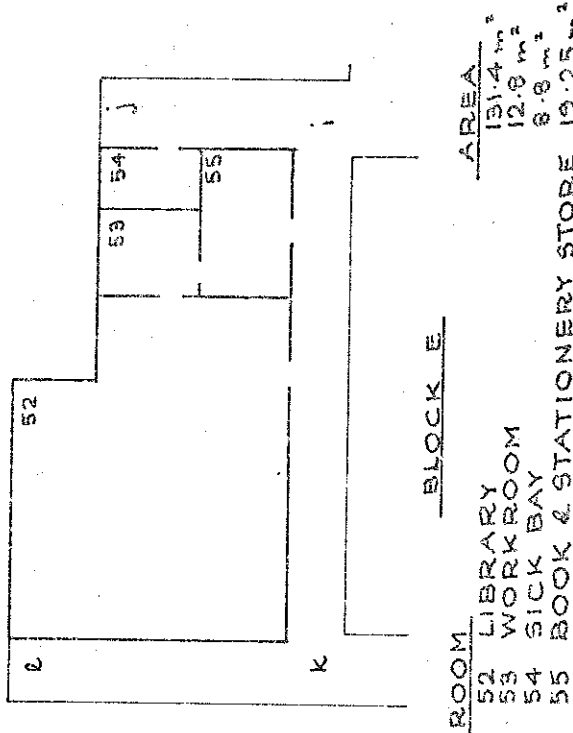
DEPARTMENT OF EDUCATION  
buildings division: integration of private schools  
School: LISTON COLLEGE, HENDERSON

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1 AUGUST 1980	SHEET 3 OF 6 SHEETS
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x J. W.



BLOCK D		
ROOM	AREA	
40 GYMNASIUM	509.6 m <sup>2</sup>	
41 STORE	19.2 m <sup>2</sup>	
42 VERANDAH		
43 PASSAGE		
44 CHANGE ROOM		
45 SHOWER		
46 MALE TOILETS		
47 FEMALE TOILETS		
48 ENTRANCE FOYER	17.88 m <sup>2</sup>	
49 KITCHEN	6.0 m <sup>2</sup>	
50 COACH	33.4 m <sup>2</sup>	
51 STORE		
TOTAL AREA = 718.2 m <sup>2</sup>		

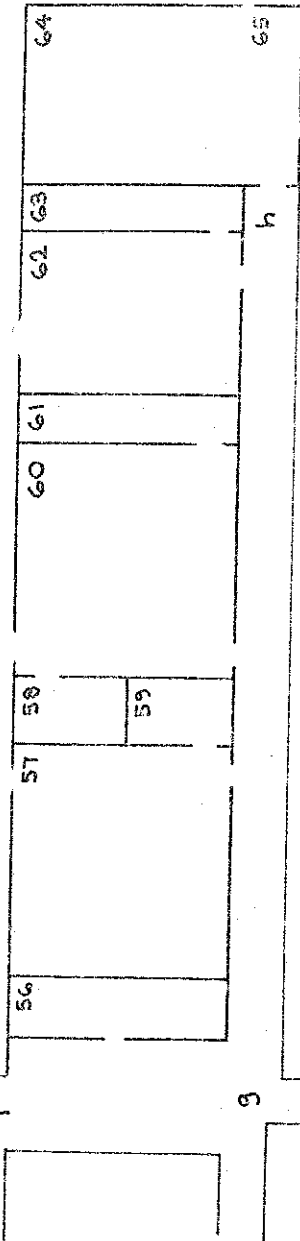


BLOCK E		
ROOM	AREA	
52 LIBRARY	131.4 m <sup>2</sup>	
53 WORKROOM	12.8 m <sup>2</sup>	
54 SICK BAY	8.8 m <sup>2</sup>	
55 BOOK & STATIONERY STORE	19.25 m <sup>2</sup>	
52-K COVERED WAY		
53-K COVERED WAY		
54-K COVERED WAY		
TOTAL AREA = 180.48 m <sup>2</sup>		

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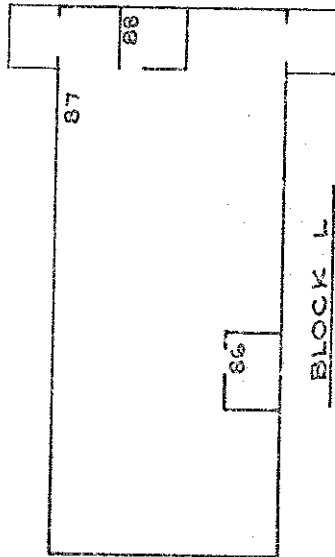


BLOCK F

ROOM	AREA
56 TUCK SHOP	17.16 m <sup>2</sup>
57 MUSIC ROOM	70.2 m <sup>2</sup>
58 PREP. ROOM	13.65 m <sup>2</sup>
59 PREP. ROOM	13.65 m <sup>2</sup>
60 BIOLOGY LAB.	70.2 m <sup>2</sup>
61 ANIMAL ROOM	13.26 m <sup>2</sup>
62 GEOGRAPHY	49.53 m <sup>2</sup>
63 PREP. ROOM	11.7 m <sup>2</sup>
64 } SOCIAL STUDIES	64.18 m <sup>2</sup>
65 }	

i-g COVERED WAY  
g-h COVERED WAY

TOTAL AREA = 433.35 m<sup>2</sup>



BLOCK L

ROOM	AREA
86 OFFICE	6.8 m <sup>2</sup>
87 METAL SHOP	169.56 m <sup>2</sup>
88 PRINT SHOP	6.36 m <sup>2</sup>
<u>TOTAL AREA</u>	<u>204.64 m<sup>2</sup></u>

DEPARTMENT OF EDUCATION  
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Revision

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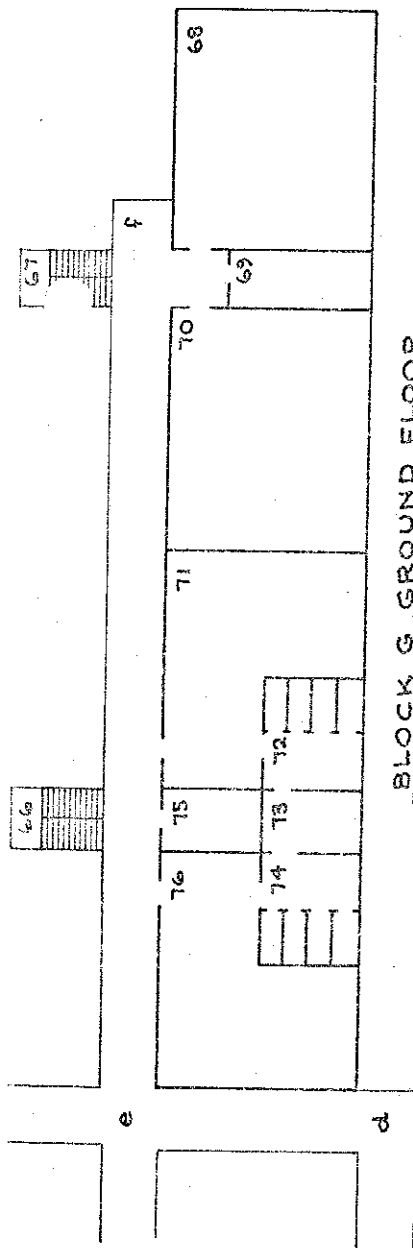
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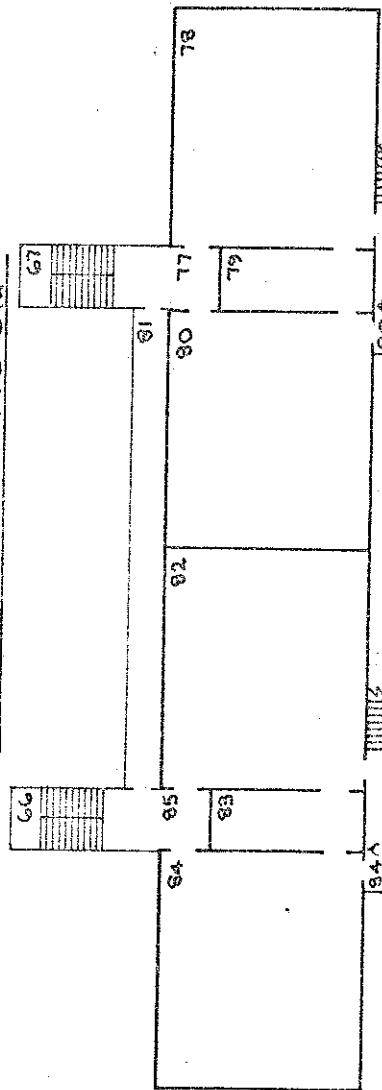
SHEET 5 OF  
6 SHEETS

Drawn: J.M.

T.P.M.



BLOCK G GROUND FLOOR		
ROOM	AREA	ROOM
66 STAIRS		72 TOILETS
67 STAIRS		73 SHOWERS
68 CLASSROOM	72.16m <sup>2</sup>	74 TOILETS
69 PREP. ROOM	15.36m <sup>2</sup>	75 CAREERS
70 CLASSROOM	72.16m <sup>2</sup>	76 LOCKERS
71 LOCKERS		
e-f COVERED WAY		
e-d COVERED WAY		
TOTAL AREA = 446.6m <sup>2</sup>		



BLOCK G FIRST FLOOR		
ROOM	AREA	ROOM
77 LOBBY		82 CLASSROOM
78 CLASSROOM	73.35m <sup>2</sup>	83 STORE
79 STORE	15.36m <sup>2</sup>	84 CLASSROOM
80 CLASSROOM	73.35m <sup>2</sup>	84 FIRE ESCAPE
80 FIRE ESCAPE		85 LOBBY
81 CORRIDOR		
TOTAL AREA = 320.34m <sup>2</sup>		

DEPARTMENT OF EDUCATION  
 buildings division: integration of private schools  
 School: LISTON COLLEGE, HENDERSON

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-31-  
FOURTH SCHEDULE

Schedule of Staffing Appointments to Intermediate Department of  
. LISTON COLLEGE, AUCKLAND  
under Section 65 (1) (c) of the Private Schools Conditional  
Integration Act 1975 being special positions relating to the  
Special Character of the School

<u>Total Staff</u> <u>Entitlement</u> <u>of Intermediate</u> <u>Department</u>	<u>Head of Intermediate</u> <u>Department to be</u> <u>appointed under Section</u> <u>65 (1) (c)</u>	<u>Number of other</u> <u>teachers to be</u> <u>appointed under</u> <u>Section 65 (1) (c)</u>
<u>Col. 1</u>	<u>Col.2</u>	<u>Col.3</u>
1	1	-
2	1	1
3	1	1
4	1	1
5	1	2
6	1	2
7	1	3
8	1	3
9	1	4
10	1	4
11	1	5
12	1	5
13	1	6
14	1	6
15	1	7
16	1	7
17	1	8
18	1	8
19	1	9
20	1	9

NOTE: The above schedule is 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 to determine the number of teaching positions at the School which in terms of Section 65 (1) (c) of the Private Schools Conditional Integration Act 1975 and the relevant clauses of this Deed of Agreement carry a responsibility for Religious instruction and require a willingness and ability to take part in Religious instruction. This Schedule is to be read from left to right.

At the effective date of this Deed of Agreement, the Intermediate Department of the above-named College has a staffing entitlement of FIVE (5) teachers.

xg.m.