

THIS DEED OF AGREEMENT is made the 6 day of December, 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 **Monte Cecilia School, HILLSBOROUGH**, (hereinafter referred to as "the School")
- B The School is a Roman Catholic Primary School for girls from new entrants to Form Two (2) and boys from new entrants to Standard four (4) offering Education with a Special Character
- C The Minister and the Proprietor have agreed to enter into this Deed of Agreement pursuant to the Private Schools Conditional Integration Act 1975, whereby the School is to be established as an integrated School.

NOW THIS DEED OF AGREEMENT WITNESSETH THAT IT IS HEREBY COVENANTED AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:-

1. THAT the Minister and the Proprietor HEREBY AGREE that the School is to become an integrated School pursuant to the Private Schools Conditional Integration Act 1975.

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

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

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

PROVIDED THAT

- (i) At the request of the Proprietor, the School Committee may grant the use of the School premises and chattels to the Proprietor or other person or persons at any time when the School premises and chattels are not required for school purposes and the School Committee shall not unreasonably or arbitrarily withhold its consent. The School Committee may require the Proprietor or other person or persons to pay a reasonable fee to the School Committee as a condition of such use.

- (ii) With the consent of the Proprietor, the School Committee may grant the use of the School premises and chattels to other person or persons at any time when the School premises and chattels are not required for School purposes and the Proprietor shall not unreasonably or arbitrarily withhold his consent. The School Committee may require any such person or persons to pay a reasonable fee to the School Committee as a condition of such use.
- (c) The Proprietor shall accept and meet the liability for all mortgages, liens and other charges upon the land and buildings comprising the School premises.
- (d) The Proprietor shall plan, pay for, and execute the improvements described in the **Third Schedule** hereto, to the School premises, so as to bring the School buildings and associated facilities forming part of the School premises up to the minimum standard for comparable State Schools prevailing at the effective date of this Deed of Agreement. Such improvements are to be carried out in accordance with the dates specified against such improvements in the **Third Schedule** hereto. The Proprietor shall upon completion of any improvements to the electrical services described in the **Third Schedule** hereto arrange for the local Electrical Supply Authority to inspect the School premises in terms of Regulation 45 of the Electrical Supply Regulations 1976.
- (e) The Proprietor shall plan, execute and pay for such capital works and associated facilities at the School as may be approved or required, from time to time, by the Minister pursuant to Section 40(2)(d) of the Private Schools Conditional Integration Act 1975.
- (f) The Proprietor may own or hold upon trust, and control and maintain, any land, buildings and associated facilities that, although not part of the integrated School premises in terms of this Deed of Agreement are regarded by the Proprietor as appropriate to maintain the Special Character of the School.

- (g) The Proprietor shall insure all the buildings forming part of the School premises and the Proprietor's chattels (if any) owned or held upon trust for the purposes of the School and the other assets owned by the Proprietor for the purposes of the School against risks normally insured against, in some responsible insurance office in New Zealand, and further acknowledges the obligation on him created by Section 40(2)(h) of the Private Schools Conditional Integration Act 1975.
- (h) No person employed at the School and paid for his services in whole or in part out of moneys appropriated by Parliament, shall be paid by the Proprietor or his servants or agents any remuneration additional to that provided for by the Private Schools Conditional Integration Act 1975 or shall be granted or permitted any condition of service more favourable than that permitted in the case of a person employed in a comparable position in a State School **PROVIDED HOWEVER** that a teacher to whom the provisions of Section 71 of the Private Schools Conditional Integration Act 1975 apply, shall continue to be paid no less than the same salary, and be accorded the same status, as he received or was accorded on the day before the effective date of the integration of the School.

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

**5. THE** Special Character of the School is that it is a Roman Catholic School for girls and boys established by the Roman Catholic Bishop of the Diocese of Auckland for the Roman Catholic community of the Diocese of Auckland which promotes and supports the School and of which the School is part, to provide and to continue to provide Education with a Special Character, that is to say :-

The School is a Roman Catholic School in which the whole School community through the general School programme and in its Religious instructions and observances, exercises the right to live and teach the values of Jesus Christ. These values are as expressed in the Scriptures and in the practices, worship and doctrine of the Roman Catholic Church, as determined from time to time by the Roman Catholic Bishop of the Diocese of Auckland

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

- (a) Shall continue to have the responsibility to supervise the maintenance and preservation of the Education with a Special Character provided by the School;
- (b) Shall continue to have the right to determine from time to time what is necessary to preserve and safeguard the Special Character of the Education provided by the School and described in this Deed of Agreement;
- (c) May invoke the powers conferred upon him by the Private Schools Conditional Integration Act 1975, if in the opinion of the Proprietor the Special Character of the School as defined and described in this Deed of Agreement has been or is likely to be jeopardised or the Education with a Special Character provided by the School as defined and described in this Deed of Agreement is no longer preserved and safeguarded.

**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.**

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- (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) Six (6) members to be elected by the parents of the children attending the School **PROVIDED HOWEVER** that in the event of the School roll altering at any time then the number of such members shall be fixed by ascertaining the number of members that a State School Committee would have, based on the current School roll in accordance with the provisions of the School Committees Administration Regulations 1965 and subtracting one from that number.
- (c) Any election conducted pursuant to Section 26 of the Private Schools Conditional Integration Act 1975 shall be conducted as nearly as possible in the manner prescribed by the School Committees Administration Regulations 1965 and any regulations made in amendment thereof or in substitution therefor and the provisions of those regulations shall, with any necessary modifications, be applied accordingly.
- (d) The control and management of the School shall be exercised subject to the provisions of Section 25(6) of the Private Schools Conditional Integration Act 1975.

**8. THE** School had a roll of one hundred and thirty-two (132) pupils as at the 1st day of July 1982, being the year when the roll figures were last compiled. It is agreed by and between the parties hereto that the maximum roll of the School shall be one hundred and thirty-five (135) pupils.

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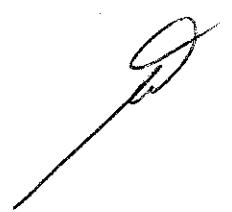
**9. THE** Proprietor agrees that pursuant to paragraphs (d) and (e) of Clause 3 of this Deed of Agreement he will bring the School up to the minimum standard of accommodation laid down from time to time by the Director-General for a comparable State School.

**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 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 seven (7) pupils out of the total roll of the School and the Controlling Authority shall not enrol more than that number **PROVIDED THAT** to maintain and preserve the Special Character of the School the Controlling Authority in classifying such pupils so enrolled shall endeavour to reasonably distribute them through the range of classes offered by the School.

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

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11. IT is agreed by and between the parties hereto that as Religious observances and Religious instruction form part of the Education with a Special Character provided by the School, Religious observances and Religious instruction in accordance with the determination made from time to time by the Roman Catholic Bishop of the Diocese of Auckland shall continue to form part of the School programme in accordance with Sections 31 and 32 of the Private Schools Conditional Integration Act 1975

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

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

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

15. THERE shall be a position at the School to be designated Director of Religious Studies in accordance with Section 65(1)(b) of the Private Schools



Conditional Integration Act 1975, which position shall be part of the normal staffing entitlement of the School as established by Regulations made under the Education Act 1964 and an advertisement for that position shall state that a willingness and ability to take part in Religious instruction appropriate to the Special Character of the School shall be a condition of appointment. Any person so appointed to the position of Director of Religious Studies shall accept these requirements as a condition of appointment. The Director of Religious Studies shall give guidance and provide effective leadership in Religious instruction and observances throughout the School **PROVIDED HOWEVER** that in the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement then the position of Director of Religious Studies shall be determined in accordance with the then current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder and as is more particularly described in the **Fourth Schedule** hereto.

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

**17.** **IN** the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement, whereby the School becomes entitled to a position of Senior Teacher Junior Classes, it is agreed pursuant to Section 65(1)(d) of the Private Schools Conditional Integration Act 1975 that 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.

**18. THERE** shall be two (2) other teaching positions at the School which in accordance with Section 65(1)(c) of the Private Schools Conditional Integration Act 1975, shall be positions of importance carrying a responsibility for Religious instruction and an advertisement for those positions shall state that a willingness and ability to take part in Religious instruction appropriate to the Special Character of the School shall be a condition of appointment. Any person so appointed to these positions shall accept these requirements as a condition of appointment **PROVIDED HOWEVER** that in the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement then the number of teaching positions designated under Section 65(1)(c) of the Private Schools Conditional Integration Act 1975 as positions of importance carrying a responsibility for Religious instruction shall be determined in accordance with the then current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder and as is more particularly described in the **Fourth Schedule** hereto.

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

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

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

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

23. THE School is a Primary School for girls from new entrants to Form Two (2) and boys from new entrants to Standard four (4) and shall remain so until such time as an agreement to a change in this organisation of the School is reached between the Proprietor and the Minister and the parties hereto enter into a supplementary Deed of Agreement to give effect thereto.

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

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

26. **THE** Minister shall be responsible only for the normal maintenance of the retaining walls on the School premises and all other expenditure in respect of the retaining walls on the School premises shall be the responsibility of the Proprietor.

27. **THE** Proprietor agrees to maintain Block A (with the exception of Area 7) and Block F more particularly delineated on the plan forming part of the **Second Schedule** hereto so as to meet Department of Education and Ministry of Works and Development requirements until such time as the appropriate remodelling, replacement or demolition work described in the **Third Schedule** hereto is completed. The Controlling Authority shall be responsible for the running or operating costs associated with the use of the said buildings, in particular the power supply, water, sewerage, drainage and cleaning costs.

28. **THE** Proprietor agrees to make available the sealed area adjacent to Chanel House to provide parking for staff and visitors to the school.

**29. THE** Proprietor agrees to make available at all times both pedestrian and vehicular access to the school along the drive from Hillsborough Road more particularly delineated on the plan forming part of the **Second Schedule** hereto.

**30. THE** Proprietor undertakes to obtain any town planning permission required in respect of the reconstruction work outlined in the **Third Schedule** hereto.

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

**32. THE** Proprietor shall reimburse the Minister for the payment of salary, wages and the proportion of School holiday pay due and paid by the Minister in respect of the 1982 School year to any person employed at the School up to the effective date of integration **PROVIDED THAT** the Proprietor shall not be required to reimburse the Minister in respect of any salary, wages and holiday pay which has been paid to teachers up to the date of integration by the Minister in accordance with the terms of the Minister's letter of 4th December 1980 to Archbishop Williams.

**33. THE** Minister shall subject to **clause 3(d) and (e), clause 26** and **clause 27** of this Deed of Agreement after the effective date hereof maintain the School premises and the associated facilities in a state of repair order and condition as for a comparable State school under the same Controlling Authority and provide for the maintenance of the chattels as though the School were a State School. The School shall be entitled to such furniture and equipment as the Controlling Authority supplies from time to time to comparable State Schools.

**34. THE** effective date of this Deed of Agreement shall be the 8th day of December One thousand nine hundred and eighty-two (1982)

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

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

+g.m.

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.

*Director of Schools.  
218 Parnell Road.  
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. Fokler.  
12 Huhirua Road.  
Hataitai, Wellington.  
(Private Secretary)*

## FIRST SCHEDULE

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

### The Proprietor's Land

All that land, buildings and other improvements owned by the Roman Catholic Bishop of the Diocese of Auckland situate in Hillsborough Road, Auckland, being known as **Monte Cecilia School, Hillsborough**, and being more particularly described as follows and delineated in green on the plan forming part of the **Second Schedule** hereto.

All that freehold parcel of land containing 7.8956 hectares more or less being part Lot 11 Deposited Plan 1722 and part of the land on Deposited Plan 20063 and being part Allotments 4 and 5 of Section 13 Suburbs of Auckland and being all the land in Certificate of Title volume 26A folio 1207 (North Auckland Registry)

Appurtenant hereto are drainage rights over the land marked Old Drain on Plan 1722 created by Transfers 26361, 26720 and 31994.

Appurtenant hereto is a water drainage easement over:

- (a) Lot 1 Plan 18710 (C.T. 600/168), Lot 2 Plan 18710 (C.T. 463/252),  
Lot 1 Plan 32143 (C.T. 831/29), Lot 1 Plan 40352 (C.T. 1114/228),  
Lot 4 Plan 18710 and part Lot 9 Plan 1722 (C.T. 1118/157) and  
Lot 3 Plan 18710 (C.T. 1113/103) created by Transfer 26361



- (b) Part Lot 14 Plan 1722 (C.T. 1541/13) created by Transfer 26720
- (c) Part Plan 3000 (C.T. 117/290) created by Transfer 31994

Appurtenant hereto are rights of way over part:

- (a) Part Lot 3 Plan 42105 shown coloured yellow on Plan 62683 (C.T. 1129/45) created by Transfer 552758
- (b) Part Lot 1 Plan 45713 shown coloured blue on Plan 62683 (C.T. 1604/49) created by Transfer 613247.

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 premises

### The School Premises:

All that part of the Proprietor's land as described in the **First Schedule** hereto, delineated in red on the annexed plan of the Proprietor's land, which forms part of this Schedule, **TOGETHER WITH** all the School buildings and other improvements thereon **SAVE AND EXCEPT** Area 7 of Block A more particularly delineated in blue on the annexed plan hereto **TOGETHER WITH** a reservation in favour of that excepted portion of full rights of ingress and egress to and from that excepted portion and Hillsborough Road, Mt. Roskill.

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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 the price before commencing such works. All work is to be carried out by competent tradesmen or in a workmanlike manner to the Auckland Education Board standards.

AGREED PHASING OF WORK TO BE COMPLETED BY:

SITE	AGREED PHASING OF WORK TO BE COMPLETED BY:				
	8.12.82	31.3.84	31.3.85	31.3.86	31.3.87
Extend area of court to north of Block A to provide space for 2 small and 1 medium courts and provide full sets of sockets.		x			
Upgrade stormwater and field drainage systems to education board requirements			x		
Provide pipe rail fence on top of wall between Blocks C and D with handrails to steps		x			
Form new path between Blocks C and D to provide main path access to main court areas		x			
Replace old path between the two court areas north of Block D		x			
Replace damaged paving to west of Block C					x
Form channelling on west side of court and provide cesspit and stormwater outlet			x		
Provide an additional seal coat of 2mm chip to main sealed court, install intermediate sockets and repair damaged seal around perimeter					x
Replace incinerators with a type to education board requirements and provide access path		x			
Remove old foundations and walls between Blocks A and F					x
Convert cesspit in south east corner of Block A into a chamber and connect downpipes at rear of building into the chamber					x
Remove existing downpipe connected into gully trap at western end of Block A and provide outlet for discharge of stormwater.		x			

AGREED PHASING OF WORK TO BE COMPLETED BY

SITE (continued)	8.12.82	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
Reconstruct sealed area between Blocks A and B to education board requirements						
Upgrade fencing to education board standards where required and remove barbed wire						
Dress out undulations in playfield and resow						
Replace existing barrier at entry to court area by end of driveway with chain barrier to education board requirements						
Provide suitable name panel and letterbox to education board requirements						
Provide pedestrian access from Hillsborough Road to school						
<b>BLOCK A</b>						
<b>Exterior</b>						
Replace all broken and cracked fibrolite including battens and corners						
Repair exterior door from area 10						
Repair handrail on landing of area 10						
Replace downpipe on area 9						
Replace handrails and supports from area 9						
Provide pipe door stops to all outward opening exterior doors						
<b>Interior</b>						
Area 1						
Fit door checks and hold back hooks to exterior door and door to area 4						
Area 2						
Fix toilet roll holder securely						
Area 4						
Fit door check and hold back hook						
Replace glass above exterior door						
Areas 5 and 6						
Provide man hole cover						
Area 8						
Fit new hardware, door checks and hold back hook						
Area 10						
Ease exterior door, fit door check and hold back hook to exterior door						

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ACREED PHASING OF WORK TO BE COMPLETED BY

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BLOCK A	8.12.82	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>Interior (continued)</u> Area 11 Base doors Area 14 Refix loose ceiling sheets Fit door check and upgrade hardware		x x x				
<u>Fire Protection</u> <u>Means of Egress</u> Replace locks on all exit doors with a type that can be opened from the inside without the use of a key Ease the alternative egress door from area 9 and replace the missing guard rails on the platform and steps outside this door Repair the handrails on the platform and steps outside the exit door from area 10 Install a platform, steps and handrail outside the exit door from area 13 Fire Alarm/Class Change System Install a low voltage manual fail safe fire alarm system with call points in areas 1 and 8 with a sounder in area 1 Equipment Mount water CO <sub>2</sub> extinguisher in area 8 on wall bracket Install water CO <sub>2</sub> extinguisher in area 1 Fire Hazard Remove portable heaters	x x x x x x	x x x x x x				
BLOCK B <u>Exterior</u> Replace broken and rotten weatherboards Rehang base access door Replace downpipes and spouting to north side Replace wooden steps to area 25 using tanalised timber Provide pipe door stops to exterior doors Repair exterior seats Repair exterior where necessary including roof		x x x x x x		x		

AGREED PHASING OF WORK TO BE COMPLETED BY

8.12.82	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<p>BLOCK B (continued)</p> <p><u>Interior</u></p> <p>Area 27</p> <p>Ease door</p> <p>Check and repair sashes where required and replace fasteners where required</p> <p>Replace broken coat hooks</p> <p>Area 26</p> <p>Provide porch to exterior doors</p> <p>Provide door stops, hold back hooks and door checks to exterior doors</p> <p>Repair sashes as necessary and replace faulty or broken fasteners</p> <p>Fit door check and hold back hook to door leading to area 25</p> <p>Redecorate (half cost to be met by education board)</p> <p>Area 25</p> <p>Fit door checks and hold back hooks to both exterior doors</p> <p>Repair sashes as necessary and replace faulty or broken fasteners</p> <p>Redecorate (half cost to be met by education board)</p> <p><u>Mechanical</u></p> <p>Upgrade heating to state school standard in areas 25 and 26</p> <p><u>Electrical</u></p> <p>Upgrade lighting to state school standard in areas 25 and 26</p> <p>Seal cable entries to switchboards from outside on area 26</p> <p>Provide enclosing cover to switchboard and provide circuit legend</p>					
	x				
	x				
	x				
	x				
	x				
	x				
	x				
	x				
	x				

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x

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## AGREED PHASING OF WORK TO BE COMPLETED BY

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x

x

x

## BLOCK C (continued)

Fire ProtectionMeans of Egress

Provide a lock to the alternative egress door from area 21

Replace decayed timber on timber platform, steps and guard rails outside exit door from area 21

Fire Equipment

This building will be covered by equipment proposed for other adjoining buildings

Fire Alarm/Class Change System

The fire alarm system for adjoining buildings will cover this building

## BLOCK D

ExteriorRepair split weatherboardsRepair leaking spouting

Repaint exterior including roof (half cost to be met by education board)

InteriorArea 15

Fit door check and hold back hook to main door

Fit secure bolt to emergency exit

Provide "Duralay" or similar floor covering with vinyl wet area to exterior door

RedecorateArea 16

Provide floor covering

Secure sliding sash

Redecorate (half cost to be met by education board)

Area 17

Provide "Duralay" or similar floor covering

Redecorate (half cost to be met by education board)

Area 19

Fit door check and hold back hook to exterior door

Provide "Duralay" or similar floor covering with vinyl wet area to exterior door

Redecorate (half cost to be met by education board)

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## AGREED PHASING OF WORK TO BE COMPLETED BY

	8.12.82	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<b>BLOCK D</b>						
Interior (continued)						
Area 20						
Rehang and repair roller door		x				
Provide hooks for hoops and ladders		x				
<b>Mechanical</b>						
Areas 15, 17 and 19			x			
Upgrade heating to state school standards						
<b>Electrical</b>						
Areas 15, 17 and 19						
Upgrade lighting to state school standards						
Provide circuit legend to switchboard			x			
<b>Fire Protection</b>						
<b>Fire Equipment</b>						
Install a 9 litre water CO <sub>2</sub> extinguisher in area 17						
Fire Alarm/Class Change System						
Install a control switch in area 17 and an external sounder under the porch (area 18)						
Fire Hazard						
Remove the portable heater from area 17						
Linings						
Line ceiling of area 20 with ½ hour FRR material						
<b>BLOCK F</b>						
<b>Exterior</b>						
Repair spouting and downpipe						
Secure toilet roll holders in areas 28 and 29						
Ease cubicle doors and provide missing bolts						
Secure hand basins in area 29						
<b>Fire Protection - General</b>						
Improve water pressure at school to MWD requirements						
<b>Building Requirements</b>						
Demolish Block F						
Demolish Block E or upgrade to MWD standards						
Demolish Block A						

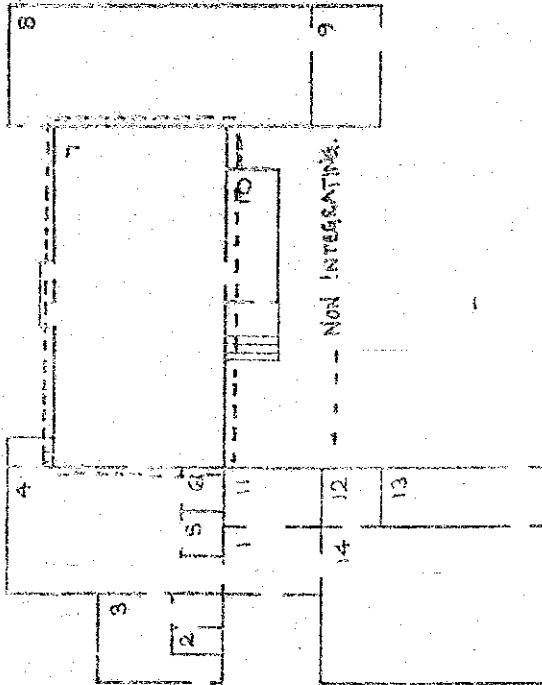
x x

+9.11.

ACREED PHASING OF WORK TO BE COMPLETED BY

	8.12.82	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<p><u>Building Requirements (continued)</u></p> <p>Provide by new construction or remodelling the following:</p> <p>Bookroom of 28m<sup>2</sup> )</p> <p>Resource workroom of 14m<sup>2</sup> )</p> <p>Principal's office of 11m<sup>2</sup> )</p> <p>School office of 8m<sup>2</sup> )</p> <p>1 WC, 1 WHB and 1 STDU for female staff toilets</p> <p>3 WC's and 2 WHB's for boys toilets )</p> <p>4 WC's, 2 WHB's and 1 STDU for girls toilets )</p> <p>Classroom area of 60m<sup>2</sup> )</p> <p>Staffroom of 14m<sup>2</sup> )</p> <p>Staff kitchen of 4.5m<sup>2</sup> )</p> <p>Casualty/sickroom of 9m<sup>2</sup> )</p> <p>1 WC, 1 WHB for male staff )</p>		x	x			

+ J. M.

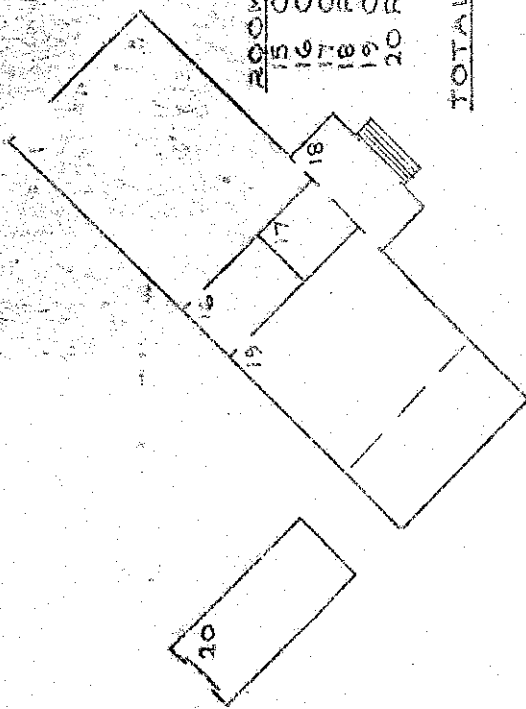


ROOM	AREA
1 ENTRANCE FOYER	33.57m <sup>2</sup>
2 STAFF TOILET	2.24m <sup>2</sup>
3 KITCHEN	2.7m <sup>2</sup>
4 STAFF ROOM	89.05m <sup>2</sup>
5 STORE	56.12m <sup>2</sup>
6 STORE	9.66m <sup>2</sup>
7 HALL	7.4m <sup>2</sup>
8 LIBRARY	4.41m <sup>2</sup>
9 STORE	13.86m <sup>2</sup>
10 CLOAK ROOM	53.7m <sup>2</sup>
11 SICKBAY	
12 STORE	
13 ART STORE	
14 ART ROOM	
TOTAL AREA = 346.46m <sup>2</sup>	

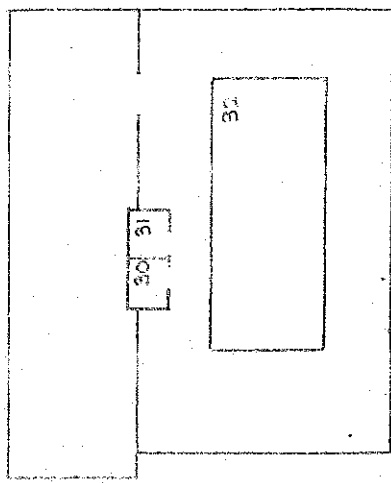


ROOM	AREA
28 GIRLS TOILETS	
29 BOYS TOILETS	
TOTAL AREA = 33.32m <sup>2</sup>	

ROOM	AREA
15 CLASSROOM	65.00m <sup>2</sup>
16 CLOAK ROOM	7.2m <sup>2</sup>
17 PORCH	
18 CLASSROOM	65.00m <sup>2</sup>
19 RECREATION EQUIPMENT (UNDER CLASSROOM)	22.06m <sup>2</sup>
TOTAL AREA GROUND FLOOR 178.57m <sup>2</sup>	

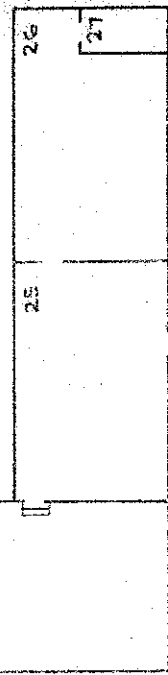


ROOM	AREA
21 CLOAK ROOM	3.24m <sup>2</sup>
22 STORE	43.3m <sup>2</sup>
23 CLASSROOM	
TOTAL AREA = 68.02m <sup>2</sup>	



ROOM	AREA
30 STORE	2.7m <sup>2</sup>
31 PUMPHOUSE	2.55m <sup>2</sup>
32 SWIMMING POOL	54.77m <sup>2</sup>
33 CHANGING SHED	4.0m <sup>2</sup>

ROOM	AREA
24 PLAY SHED	75.57m <sup>2</sup>



ROOM	AREA
25 CLASSROOM	56.05m <sup>2</sup>
26 CLASSROOM	53.07m <sup>2</sup>
27 STORE	4.95m <sup>2</sup>
TOTAL AREA = 121.55m <sup>2</sup>	

DEPARTMENT OF EDUCATION  
buildings division: integration of private schools  
School: MONTE CECILIA SCHOOL, HILLSBOROUGH

X J. M.

Drawing No:	Scale:
EIP 230 02	1:300
Date:	SHEET 2 OF 2 SHEETS
23 FEBRUARY 1981	Drawn: JES
Revision	
1 APRIL 1981	

T.J.M.

FOURTH SCHEDULE

Schedule of staff appointments to Monte Cecilia School, HILLSBOROUGH under Sections 65(1) & 66 of the Private Schools Conditional Integration Act 1975 being special positions relating to the special character of the 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 B1 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

Deputy Principal to be Appointed under S.66 Private Schools Conditional Integration Act 1975 Number of Staff to be so Appointed

Table with 6 columns: Column 1, Column 2, Column 3, Column 4, Column 5, Column 6. Rows 1-30 containing numerical data for staff appointments.

NOTES: 1. The above Schedule has been prepared for use when the staffing entitlement of the School alters at any time during the currency of this Deed of Agreement... 2. Column (3) Section 65 (1) (c) must apply to the number of other positions indicated in the Column and may be made up of teachers appointed... 3. The School as at the effective date hereof has a staffing entitlement of six (6) teachers.