

THIS DEED OF AGREEMENT is made the 17<sup>th</sup> day of May  
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

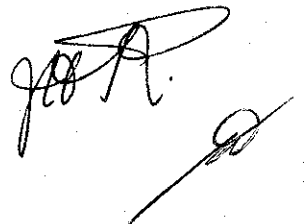
AND HER MAJESTY THE QUEEN acting by and through the  
Minister of Education (hereinafter referred to as  
"the Minister") of the second part

WHEREAS

- A The Proprietor is the owner of  
Mount Carmel School MEADOWBANK  
(hereinafter referred to as "the School")
- B The school is a Roman Catholic Primary School for  
boys and girls from new entrants to standard four  
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.

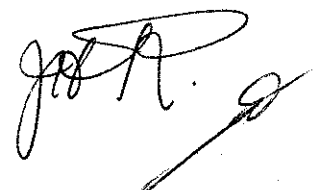


2. THE School's Special Character as is hereinafter described, shall incorporate the Education with a Special Character as provided in the School AND IT IS HEREBY AGREED AND DECLARED that the School shall at all times in the future be conducted and operated so as to maintain and preserve the School's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

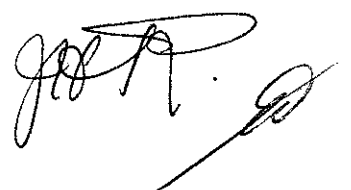
3. ON behalf of the Proprietor it is hereby agreed that:

- (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 -

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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.

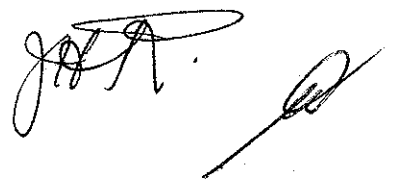
- (e) The Proprietor shall plan, execute and pay for such capital works and associated facilities at the School as may be approved or required, from time to time, by the Minister pursuant to Section 40 (2) (d) of the Private Schools Conditional Integration Act 1975.
- (f) The Proprietor may own or hold 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.

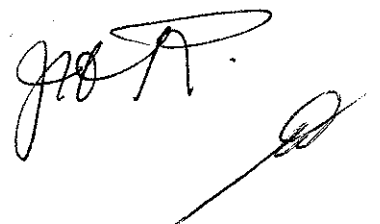
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5. THE Special Character of the School is that it is a Roman Catholic School for boys and girls established by the Roman Catholic Bishop of the Diocese of Auckland, New Zealand, for the Roman Catholic Community of the Diocese of Auckland, which promotes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

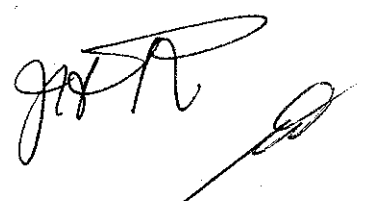
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- (c) May invoke the powers conferred upon him by the Private Schools Conditional Integration Act 1975, if in the opinion of the Proprietor the Special Character of the School as defined and described in this Deed of Agreement has been or is likely to be jeopardised or the Education with a Special Character 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) Six (6) 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-

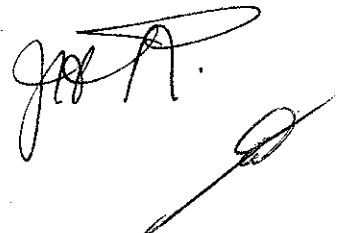
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sions of the School Committees Administration Regulations 1965 and subtracting one from that number.

- (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 ninety-six (96) 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 one hundred and twelve (112) 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.

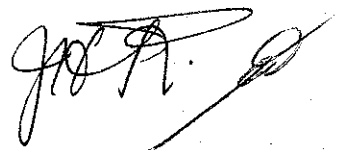
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10. (a) PREFERENCE of enrolment at the School under Section 29 (1) of the Private Schools Conditional Integration Act 1975 shall be given only to those children whose parents have established a particular or general religious connection with the Special 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 six (6) 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

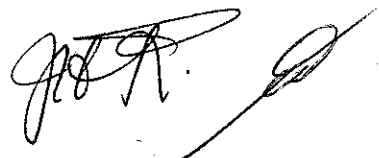
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the School in terms of Section 54 of the Private Schools Conditional Integration Act 1975, it may be referred to the Controlling Authority of the School pursuant to the provisions of the said section.

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.

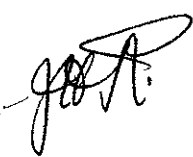
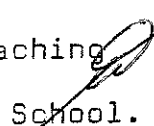
12. THE Proprietor, together with his servants, agents and licensees shall, subject to the proviso to Section 40 (2) (i) of the Private Schools Conditional Integration Act 1975, have at all reasonable times access to the School to ensure that the Special Character of the School is being maintained.

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.



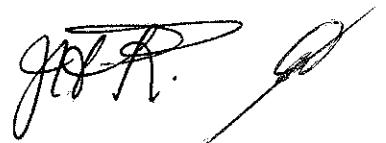
14. AN advertisement for the position of Principal of the School shall in accordance with Section 65 (1) (a) of the Private Schools Conditional Integration Act 1975 state that a willingness and ability to take part in Religious instruction appropriate to the Special Character of the School shall be a 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. 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 designated Director of Religious Studies in accordance with Section 65 (1) (b) of the Private Schools Conditional Integration Act 1975 it is agreed that such a position shall be part of the normal staffing entitlement of the School as established by Regulations made under the Education Act 1964 and as is more particularly described in the Fourth Schedule hereto 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. 

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.

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

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

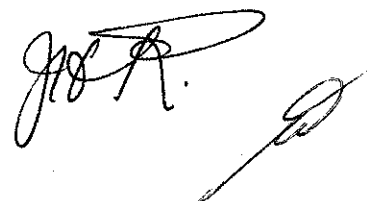
21. IT is agreed by and between the parties hereto that as Religious observances and Religious instruction form part of the Education with a Special Character provided by the School the Proprietor may employ any person as a Chaplain or otherwise, for the purposes of Religious observances or instruction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

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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 boys and girls from new entrants to standard four 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.


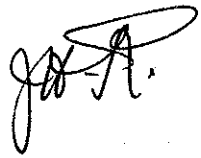
24. WHERE any of the costs associated with the conduct of the Proprietor's land and buildings that are not part of the School premises cannot be separated from the costs associated with the operation of the School premises, the Proprietor and the School Committee and/or the Controlling Authority shall 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 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 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.

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 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 4 December 1980 to Archbishop Williams.



28. THE Minister and the Controlling Authority shall not be responsible for the maintenance of Block B and Block C, more particularly delineated on the annexed plan hereto, and the Proprietor shall maintain Block B and Block C at a reasonable standard up to the date at which the said Blocks are demolished.

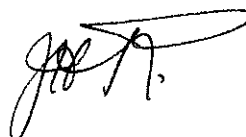
29. THE Proprietor shall maintain the stormwater drainage system from the eastern boundary of the school premises to the natural watercourse and shall ensure that the said system shall have adequate capacity at all times.

30. THE Proprietor shall maintain the gully area on the northern boundary of the school premises more particularly hatched on the annexed plan hereto to a reasonable standard up until the date at which the said area is upgraded to Auckland Education Board standards.

31. THE Minister shall subject to Clause 3 (d) and (e), Clause 28, Clause 29 and Clause 30 of this Deed of Agreement after the effective date hereof maintain the School premises and the associated facilities in a state of repair order and condition as for a comparable State school under the same Controlling Authority and provide for the maintenance of the chattels as though the School were a State School. The School shall be entitled to such furniture and equipment as the Controlling Authority supplies from time to time to comparable State Schools.

32. THE effective date of this Deed of Agreement shall be the 26th day of May, 1982.

33. ON and after the effective date specified in this Deed of



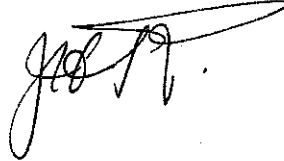
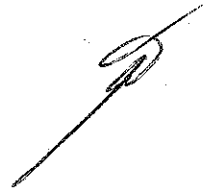
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Agreement the School shall be an integrated school in terms of the Private Schools Conditional Integration Act 1975.

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

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*John Mackey  
by his  
attorney*

SIGNED by JOHN MACKEY THE ROMAN

CATHOLIC BISHOP OF THE DIOCESE

OF AUCKLAND by his Attorney, John Hubert Macey  
and sealed with his Rodgers

Seal of Office in the presence  
of:

*+ John Rodgers.  
+ J.H. Rodgers.*

*P.H. Catecheside  
Minister of Religion  
218 Parnell Road  
Auckland 1.*

SIGNED FOR AND ON BEHALF OF HER MAJESTY

THE QUEEN by MERVYN LANGLOIS WELLINGTON

Minister of Education in the presence  
of:

*M.J. Giller  
12 Hahira Road  
Hataitai, Wellington.  
(Private Secretary)*

*[Signature]*

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 Meadowbank, Auckland, New Zealand, delineated in green on the annexed plan, being known as Mount Carmel School, Meadowbank and being more particularly described as follows:

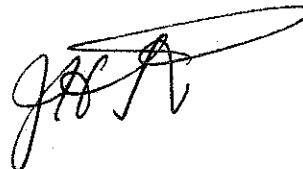
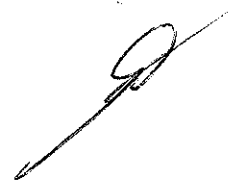
All that Freehold parcel of land containing 2.6651 hectares more or less being Lot 3 Deposited Plan 86540 and being parts allotments 179, 180, 181 and 182 of Section 16 Suburbs of Auckland and part allotment 38A District of Tamaki and being all the land in Certificate of Title Volume 44B folio 93 (North Auckland Registry).

Subject to Section 387 (B) (1) of the Municipal Corporations Act 1954

Fencing Covenant in Transfer 53999 and 39814

Building line Restriction in K 101936.

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

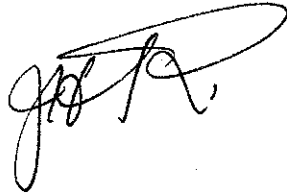
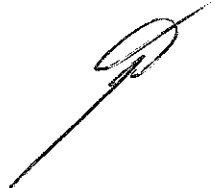
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SECOND SCHEDULE

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 plan forms part of this Schedule TOGETHER WITH all the school buildings and other improvements thereon.

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MT CARMEL SCHOOL, MEADOWBANK

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

THIRD SCHEDULE

These works are to be planned, executed and paid for by the proprietor subject to the provisions of this schedule in relation to the buildings and associated facilities to bring them up to the minimum standard for a comparable state school. All work is to be carried out by competent tradesmen or in a workmanlike manner to the Auckland Education Board standards.

AGREED PHASING OF WORK TO BE COMPLETED BY

SITE	26.5.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<p><u>Courts</u> Provide intermediate and netball sockets in court by Blocks A, B and C Remove depression in court by Block B and reseal Provide full set of court sockets and mark out new sealed area by old church <u>Grassed Area</u> Reshape main playfield to remove undulations Provide field drainage system with pipe outlet Respread topsoil and resow and spray kikuyu grass Tidy rubbish area and remove compost bins on west boundary and fence this boundary <u>Access Paths</u> Form new pedestrian access path past east end of Block B including barrier posts and letterbox at boundary</p> <p>Complete sealed footpath from Mt Carmel Place to court area, provide drainage and make good immediately adjacent area</p>		x	<p>x x x x</p>	x	x	




SITE (continued)	26.5.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
Drainage						
Clean out and upgrade cesspits by new sealed court and alongside carpark to conform with council requirements		X				
Remove downpipe connection into sanitary drainage system in Block A and connect with stormwater outlet		X				
Repair damaged apron in north east corner of Block A provide channel cesspits and pipe outlets			X			
Provide inspection chambers at suitable positions to stormwater and sanitary pipelines			X			
Provide mowing strips at base of volley ball wall						
Replace incinerator provide base and access, also provide incinerator enclosure to Auckland Education Board standard		X				
Block A						
Exterior						
Repair broken brick sills to toilet block		X				
Repair broken vents (22)		X				
Replace 3 sets of double exit doors to north wall				X		
Provide and fit door checks and hold back hooks to new doors					X	
Repair rotten fascia north wall area 5						
Bird proof ends of barge caps		X				
Replace exit door to east end of corridor and provide door check and hold back hook		X				
Repair any broken or rusted vents to soffitts						
Replace spouting to low roof in area of boys toilet		X				
Refix loose nails, repair and fix loose sheets to corridor		X				
Replace two skylights to toilets		X				
Replace all fibrolite roofing with long run corrugated iron		X				
Replace broken sheet on roof of toilets						
Correctly flash terminal vents		X				
Repair rain water head and spouting right of girls toilet		X				

## SCHOOL MT CARMEL SCHOOL, MEADOWBANK

## AGREED PHASING OF WORK TO BE COMPLETED BY

Block A (continued)	26.5.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<u>Interior</u>						
Area 1						
Replace toilet pan and seat		x				
Replace two sets rusted louvre fittings		x				
Repair ceiling where roof has been leaking		x				
Area 2						
Repair ceiling where roof has been leaking		x				
Replace faulty window fasteners		x				
Ease cupboard doors and provide catches to all		x				
Area 3						
Replace faulty window fasteners		x				
Provide window control gear to high windows		x				
Repair water damaged ceiling above chalkboard		x				
Repair cupboard seat under chalkboard		x				
Provide catches to cupboard doors		x				
Upgrade door* furniture to corridor and provide hold		x				
back hook						
Redecorate					x	
Area 4						
Replace faulty window fasteners		x				
Provide window control gear to high windows		x				
Provide catches to cupboard doors		x				
Upgrade door furniture to corridor and provide hold						
back hook						
Repair wall under windows		x		x		
Redecorate						
Area 5					x	
Repair cupboard door by door to corridor						
Replace faulty window fasteners		x				
Provide window control gear to high louvres		x				
Ease all sticking louvres		x				
Area 6						
Ease and repair cupboard doors east end of corridor		x				
Replace all louvre fittings		x				
Repair ceiling above middle exit door		x				

SCHOOL: MT CARMEL SCHOOL, MEADOWBANK

AGREED PHASING OF WORK TO BE COMPLETED BY


Block A (continued) Interior	26.5.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
Replace vinyl under wash basins with Fletco' or similar seamless flooring Repair ceiling over washbasins Provide secure catches to cupboards on both sides of washbasins		x		x		
Repair door check and replace lock to exit door on right of washbasins Provide door check to exit door opposite staffroom Area 7.		x				
Upgrade two old cisterns Provide 'Fletco' or similar seamless flooring Provide hold back hook to exterior door Area 8		x x x				
Complete finishing of sills and trim to urinal Upgrade two old cisterns Provide indicator bolts to cubicles Provide holdback hook to exterior door Provide 'Fletco' or similar seamless flooring Redecorate		x x x x x				
Structural Upgrade sub floor bracing to Ministry of Works and Development standards Mechanical			x			
Upgrade heating in areas 2, 3, 4 and 5 to state school standards Electrical		x				
Protect connection to earth rod of main switch board Service connection point area 6 beneath distribution board and fit locking device to cover Protect exposed mains cables in area 1		x				
Upgrade switch boards by replacing TRS wiring, removing redundant wiring and providing enclosing cover and circuit legend		x x				
Change fittings in areas 6, 7 and 8 to units incorporating protection for lamps		x				





BLOCK A (continued)	26.5.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
Electrical						
Upgrade lighting to state school standards in areas, 3, 4, and 5						
Fire Protection		x				
Means of Egress						
Install a type of locking device that can be opened from the inside without the use of a key on all required exit doors from areas 3, 4, 5 and 6						
Fire Equipment						
Remove the 1 kg dry powder extinguisher in area 2 (non-approved type)	x					
Hazards		x				
Remove portable electric heaters in Block						
Fire Alarm	x					
Install a low voltage fail safe fire alarm/class change system manually operated with sufficient call points and sounders to provide coverage of the whole school	x					
BLOCK B						
Exterior						
Repair several areas of rotten plinth, fascia backing window frames and facings		x				
Secure handrail to steps mid block		x				
Provide door checks and hold back hooks to all exterior doors		x				
Interior						
Areas 10 and 11						
Provide and fit door checks and hold back hooks to both doors						
Replace all faulty window fasteners						
Fire Protection						
Means of Egress						
Rehang the exterior door from area 9 so that the door opens back against the handrail						
Fire Equipment						
Install a 9 litre water CO2 extinguisher in area 11	x					

BLOCK B (continued)	26.5.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<p><u>Fire Protection</u> General</p> <p>Provide a partition wall to isolate area 9 so positioned so that it does not affect the alternative egress from area 10 or alternatively remove dangerous goods from area and relocate in a separate isolated shed</p>	x					
<p><u>Block C</u> <u>Exterior</u></p> <p>Repair broken fibrolite to east wall Securely fix patch on north gable Replace exit door and provide hold back hook and door check</p> <p>Interior Area 18 Rehang door to area 16, provide and fit door check and hold back hook Area 19 Check window fastener for security</p>		x x x  x x				
<p>Area 20 Ease door to lobby, provide and fit door check and hold back hook</p> <p><u>Fire Protection</u> Means of Egress Provide alternative egress from areas 16 and 20 by means of doors opening direct to the outside Fire Equipment Install a 9 litre water CO2 extinguisher in area 18 General Reduce quantity of duplicating fluid stored in area 19 to 9 litres</p>	x     x	     x				

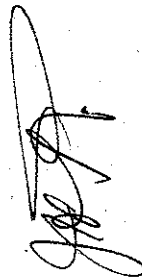
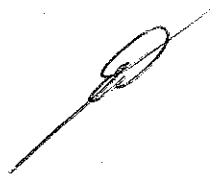


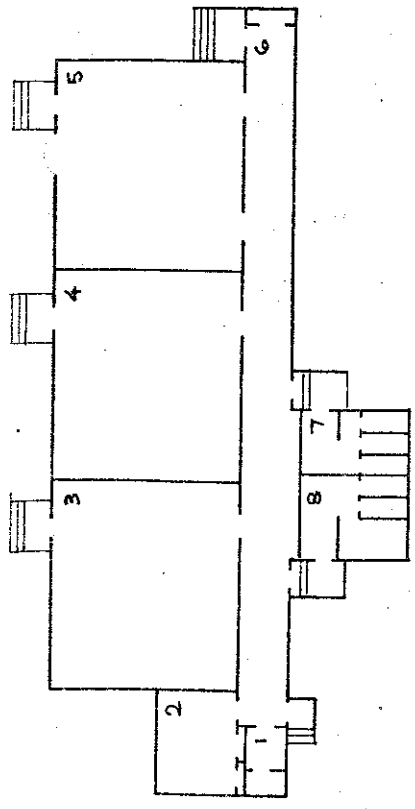
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SCHOOL: MT CARMEL SCHOOL, MEADOWBANK

AGREED PHASING OF WORK TO BE COMPLETED BY

	26.5.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<p>BUILDING REQUIREMENTS</p> <p>Demolish Blocks B and C</p> <p>Provide the following by new construction</p> <p>Teaching area totalling 81 m<sup>2</sup> }  Bookroom 28 m<sup>2</sup> }  Casualty/sickroom 9 m<sup>2</sup> }  Storage 18.5 m<sup>2</sup> }</p> <p>1 WC pan, 1 WHB and STDU for female staff }  Pupils toilets }  1 WHB for boys toilet }  1 WHB for girls toilet }</p>		x				x

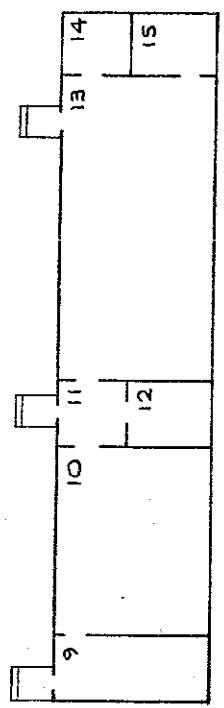





BLOCK A		
ROOM		AREA
1	STAFF TOILET	12.05 m <sup>2</sup>
2	CLASSROOM	57.67 m <sup>2</sup>
3	CLASSROOM	57.67 m <sup>2</sup>
4	CLASSROOM	57.67 m <sup>2</sup>
5	CLASSROOM	57.67 m <sup>2</sup>
6	CORRIDOR	
7	GIRLS' TOILETS	
8	BOYS' TOILETS	

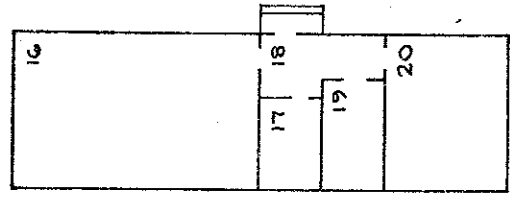
TOTAL AREA = 311.74 m<sup>2</sup>

*[Signature]*



BLOCK B		
ROOM		AREA
9	STORE	13.98 m <sup>2</sup>
10	LIBRARY	43.14 m <sup>2</sup>
11	ENTRANCE FOYER	
12	STORE	8.64 m <sup>2</sup>
13	MUSIC ROOM	72.0 m <sup>2</sup>
14	HEAD TEACHER	6.24 m <sup>2</sup>
15	STORE	7.92 m <sup>2</sup>

TOTAL AREA = 170.1 m<sup>2</sup>



BLOCK C		
ROOM		AREA
16	CLASSROOM	57.72 m <sup>2</sup>
17	CLOAKROOM	
18	ENTRANCE FOYER	
19	STORE	10.11 m <sup>2</sup>
20	MULTI-PURPOSE ROOM	28.56 m <sup>2</sup>

TOTAL AREA = 122.20 m<sup>2</sup>

DEPARTMENT OF EDUCATION  
 buildings division: integration of private schools  
 School: MT CARMEL SCHOOL, MEADOW BANK

Drawing No:	EIP 220 02	Scale:	1:300
Date:	26 JANUARY 1981		SHEET 2 OF 2 SHEETS
Revision		Drawn:	sls

# FOURTH SCHEDULE.

## Schedule of staff appointments to Mount Carmel School, MEADOWBANK

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

### 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 **FOUR (4) Teachers**