

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

BETWEEN THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF AUCKLAND a Corporation Sole (hereinafter with his successors referred to as "the Proprietor") of the first part

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

WHEREAS:

- A The Proprietor is the owner of **Pompallier School, KAITAIA**, (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 (4) offering Education with a Special Character.
- C The School was established in 1958 and up to the effective date of integration was in part staffed by members of the Roman Catholic Religious Order of Women known as the Sisters of Mercy. The said Order will continue after the effective date of integration to offer teaching staff to the School, so long as it has members available for that purpose.
- D The Minister and the Proprietor have agreed to enter into this Deed of Agreement pursuant to the Private Schools Conditional Integration Act 1975, whereby the School is to be established as an integrated School.

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

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

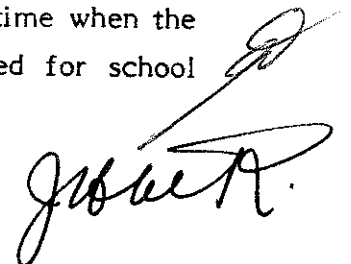
2. THE School's Special Character as is hereinafter described, shall incorporate the Education with a Special Character as provided in the School AND IT IS HEREBY AGREED AND DECLARED that the School shall at all times in the future be conducted and operated so as to maintain and preserve the School's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

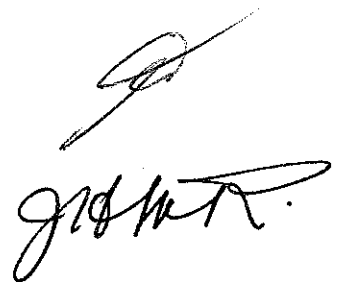


purposes and the School Committee shall not unreasonably or arbitrarily withhold its consent. The School Committee may require the Proprietor or other person or persons to pay a reasonable fee to the School Committee as a condition of such use.

- (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.

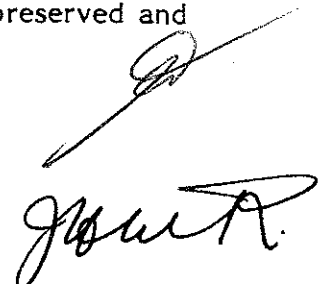


**5. THE** Special Character of the School is that it is a Roman Catholic School for boys and girls established by the Roman Catholic Bishop of the Diocese of Auckland for the Roman Catholic community of the Diocese of Auckland which promotes and supports the School and of which the School is part, to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

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

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

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



7. (a) THE Controlling Authority of the School shall be the Education Board of the Auckland Education District as constituted pursuant to Section 15 of the Education Act 1964.

(b) The School shall be managed by a School Committee constituted pursuant to the provisions of Section 26 of the Private Schools Conditional Integration Act 1975. The School Committee shall consist of :-

(i) One (1) member to be appointed by the Proprietor of the School;

(ii) 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.

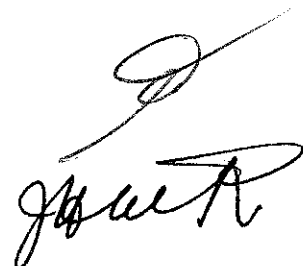
8. THE School had a roll of one hundred and twenty one (121) pupils as at the 1st day of July 1982, being the year when the roll figures were last

compiled. It is agreed by and between the parties hereto that the maximum roll of the School shall be one hundred and forty (140) pupils.

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

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

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

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

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

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

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

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

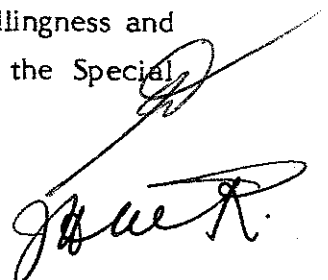


The Principal so appointed shall accept and recognise a responsibility to maintain and preserve the Special Character of the School.

**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

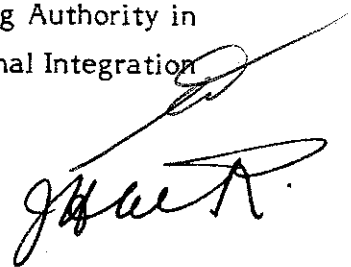
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Character of the School shall be a condition of appointment. Any person so appointed to the position of Senior Teacher Junior Classes shall accept these requirements as a condition of appointment.

**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

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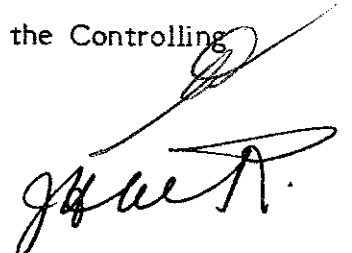
Act 1975 arrange for any retired teacher to undertake voluntary tasks to assist in the School with the teaching of Religious observances and Religious instruction appropriate to the Special Character of the School.

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

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

23. THE School is a Primary School for boys and girls 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

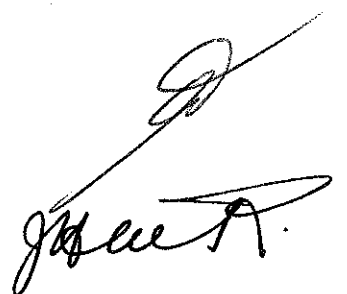
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Authority shall contribute to such costs according to their respective use of the services and facilities.

25. **IT** is acknowledged by and between the parties hereto pursuant to **clause 24** hereof that certain of the services and facilities on or serving the Proprietor's land and buildings and other improvements thereon are used in common for the purpose of the School premises as is more particularly delineated on the plan forming part of the **Second Schedule** hereto. In particular, the 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. **NEITHER** the Minister nor the Controlling Authority shall be responsible for any damage or injury caused by the movement or slipping of any part of the land north of the tennis court other than that arising directly from the negligence of the Minister or the Controlling Authority or their servants or agents.

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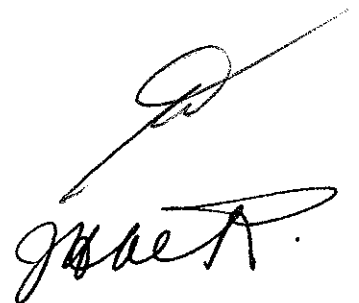
28. THE Proprietor shall not engage any teachers between the date of execution of this Deed of Agreement and the effective date of integration other than those whose names have already been notified by the Proprietor to the Director-General of Education without first obtaining the consent of the Director-General.

29. 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.

30. 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.

31. THE effective date of this Deed of Agreement shall be the 1st day of February One thousand nine hundred and eighty-three (1983)

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.

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

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

*+ John Rodgers*

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

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

*Mervyn Langlois*

*M. J. Folke  
12 Hokianga 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 Vigar Street, Kaitaia, being known as **Pompallier School, Kaitaia**, 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 1.0759 hectares more or less being Lot 3 and part Lots 1 and 2 Deposited Plan 26976 and being part Old Land Claim No. 7 and being all the land in Certificate of Title Volume 2031 Folio 29 (Auckland Registry)

SUBJECT TO Fencing covenant in Transfer 272420

There is a debt owing by the Proprietor 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 forms part of this Schedule, TOGETHER WITH all the School buildings and other improvements thereon SAVE AND EXCEPT that building designated as Block C and more particularly delineated in blue on the said plan TOGETHER WITH a reservation in favour of that excepted building of full rights of ingress and egress to and from that excepted building from and to Vegar Street.

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WORKS TO BE CARRIED OUT BY THE PROPRIETOR IN RELATION TO THE INTERRELATED 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	1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
Upgrade all fencing to tennis courts and retension all mesh						
Provide extra intermediate wires and provide pipe top rail			x			
Provide vehicular access from Dominion Road			x			
Provide concrete edging to all sides of tennis courts			x			
Repair stone walls to south side of courts			x			
Re-form concrete channel to north side of courts			x			
Repair failed areas, and resurface entire courts			x			
Provide concrete channel from drive to northern point of west boundary		x				
Upgrade fencing to northern point of west boundary		x				
Provide galv. metal box for water meter						
Re-form path to Convent at east side of courts						
Repair concrete steps to courts on east side						
Provide new fence and upgrade existing to entire length of eastern boundary						
Provide concrete edging to path on east end of Block A		x				
Provide concrete area for bike stand and tidy up area behind Block C		x				
Provide round grates and fixed down "D" grates to all gully traps		x				
Fit spouting on all buildings on east boundary and discharge all roof water into stormwater system		x				
Remove all tree stumps from east boundary, and generally tidy up prior to erection of new fencing						x

*J. de A.*

SITE (Continued)	1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
Regrade dished drains to both east and west sides of playing fields to mowable contours, pipe into storm-water system, via cesspits		x	x			
Regrade playing fields by providing top soil to low areas and re-grass		x	x			
Provide suitable drainage to south side of field		x				
Provide step valves to water points of entry to all buildings		x				
Provide suitable drainage to north side of field, and pipe all into stormwater system via cesspits		x				
Re-form concrete channel between school and playing fields		x				
Re-build cesspits and pipe into system		x				
Complete concrete paving between courts and Block B		x				
Upgrade drinking fountains to comply with health regulations		x				
Provide wire cages to all downpipes to prevent rubbish entering drainage system		x				
Form mowable contours to dished drain on west ends of Blocks A and B and generally tidy up		x				
Repair and resurface all tarsealed areas around buildings and to court areas and upgrade cesspits			x			
Provide concrete edging to tar seal areas on west ends of Blocks A and B			x			
Provide an incinerator to education board requirements		x				
Reform concrete channel between tennis courts and Block A		x				
Replace all broken concrete paving, including top of stone wall		x				
Upgrade all stormwater, ie from cesspits and downpipes, and ensure that all is connected to stormwater system and complies with the requirements of the local authority		x				
Connect water supply to Block B and provide GT for sink waste and connect to sanitary system		x				
BLOCK A						
Exterior Refix loose areas of main roof ridging and side laps of roofing sheets		x				

1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<b>BLOCK A</b>					
<b>Exterior (Continued)</b>					
Refix roof adjacent downpipe rear area 3 to prevent rain water running down behind spouting	x				
Investigate possible roof leak down terminal vent at area 2	x				
Repair downpipe area 9	x				
Carry out prepaint repairs, ie replace rotten doors, sashes and timber work, ease doors, and windows, replace ply panels on north wall doors and west door of area 7, window catches and stays			x		
Repaint complete exterior of block, including roof (half cost to be met by education board)			x		
Replace both exterior doors area 11 including hardware, fit hold-back hooks and lock to education board standard		x			
Fit weather cover complete with galv. pipe supports		x			
Fit door closers to exterior doors of areas 12, 10, 6, 5, 3	x				
Fit stop to exterior door area 12 to prevent damage by pipe hand rail	x				
Fit pipe door stop fixed to concrete paving and building to prevent exterior door area 6 striking seats	x				
Fit new latch set furniture to exterior door area 3					
Fit heavy duty galvanised hold-back hooks to all exterior doors, areas 12, 10, 6, 5, 3	x				
Repair exterior seating areas 8, 9, 5 using alternative method of supporting seats other than fixing top of bracket through weatherboards and rebolt slats	x				
Replace rusting hold down bolts and remove any rotten slats north wall seats areas 12, 10, 6, 5	x				
Replace rusting hold down bolts and remove rotten slats and refix supports of lower level seats	x				
Replace louvre blades in areas 8 and 9 where necessary	x				
<b>BLOCK A &amp; A1 Interior</b>					
Scuff existing surface in area 4 and lay flooring					
Scuff existing PVC tiles and lay sheet 2 mm Polyflor over complete area 3. Level area in centre of floor to give even finish					

x

x

BLOCK A & A1 INTERIOR (Continued)	1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
Remove existing PVC flooring area 2 and lay "seamless" flooring (Flector)				x		
Prepare floor area 11 and lay "seamless" flooring (Flector)			x	x		
Level floor area 7, 8, 9 and lay "seamless" flooring			x			
Refit toilet pans on top of re-levelled floor areas 8 and 9			x			
Fit door closers to interior exit doors areas 12, 10, 6, 5		x				
Fit new locks and furniture to interior exit doors areas 10, 5		x				
Retighten all windows stays and catches replace as necessary areas 12, 10, 6, 5		x				
Provide window control gear to all high sashes in areas 12, 10, 6, 5		x				
Fit skirting and edging to notice board area 11						
Provide wet areas to service areas 5, 10 and 12		x				
Provide display boards where necessary to areas 5, 6, 10 and 12		x				
Repair light fitting, fit globe and ball to areas 7, 8, 9	x	x				
Replace linings of seats and store cupboard area 7		x				
Redecorate		x				
Fill between quad and urinal with mastic filler		x				
Fit hold-back hooks door stops to interior exit doors		x				
Repair light fitting area 3	x					
Fit 1800 mm long stainless steel bench in place of lino covered bench area 4		x				
Replace main entry lock area 4		x				
Replace manhole cover area 4		x				
Replace entry door furniture area 2		x				
Redecorate complete interior of areas 12, 10, 11, 6, 5, 4, 3, 2, 8, 9 including interior of all cupboards (half cost to be met by education board)		x				
Replace blackboards area 12, 10, 6, 5		x				
Repair cork tiles areas 12, 10		x				
Remove existing cork floor tiles in areas 12, 10, 6, 5		x				
prepare surface and lay flooring to education board requirements		x				
Provide hot water to WHB in area 2		x				
Repack and fix joint to urinal tread in area 9		x				


BLOCK A & A1 INTERIOR (Continued)	1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>Structural</u>						
Upgrade longitudinal wall bracing to MWD standards		x				
<u>Mechanical</u>						
Areas 4, 5, 6, 10 and 12						
Upgrade heating to state school standards and fit thermostat and time switch controls		x				
<u>Electrical</u>						
Main switchboard:						
Replace rewirable fuses by MCB/HRC fuses	x	x				
Verify and test main earth		x				
Replace VIR and TRS wiring		x				
Upgrade lighting to state school standards in areas 5, 6, 10, and 12		x				
Replace fittings in area 1 with a more robust type incorporating lamp protection		x				
Replace faulty socket outlet in area 12	x					
Provide an additional wall mounted socket outlet in each of areas 5, 6, 10 and 12		x				
<u>Fire Protection</u>						
<u>Means of Egress</u>						
Replace locks on all exit doors in block with a type that can be opened from the inside without the use of keys	x					
<u>Fire Equipment</u>						
Install a hose reel with 25m of 12mm tubing in area 7 or alternatively two 9 litre water CO2 extinguishers in areas 3 and 11		x				
<u>Fire Alarm</u>						
Install a low voltage fail safe manual fire alarm system with call point and bells in areas 3 and 11	x					


*gmac*

	1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>BLOCK A &amp; A1</u>						
<u>Fire Protection (Continued)</u>						
<u>General</u>						
Remove all portable heaters	x					
<u>BLOCK B</u>						
Extend timber landing and fit aluminium screen to standard education board pattern and fit handrail		x				
Fit door closer to exterior door and heavy duty galvanised hold-back hook		x				
Repair cracked fibrolite sheet western end		x				
Fix down alkathene power cable ducts either end of building and seal around holes in facias to prevent water entry		x				
Repaint exterior (half cost to be met by education board)				x		
<u>Interior</u>						
Redecorate area 13, 14 (half cost to be met by education board)						
Provide wet area to service area 14			x			x
Replace plastic top over sink			x			
Repair edging of bench unit top			x			
Remove existing flooring and replace to education board standard						x
Replace coat hooks						
<u>Mechanical</u>						
Upgrade heating to state school standards and fit thermostat and time switch controls						
<u>Electrical</u>						
Switchboard:						
Enclose earth rod						
Upgrade lighting in area 14 to state school standards						
Reactivates socket outlet adjacent to switchboard						

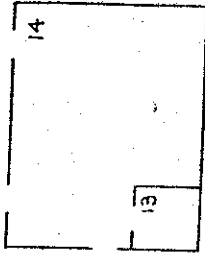
x  
x  
x

BLOCK B (Continued)	1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>Fire Protection</u>						
Means of Egress						
Site classroom equipment clear of fire exit hatch.	x					
Install a guardrail to the entry platform and steps	x					
<u>General</u>						
Remove all portable heaters						
Furniture and Equipment	x					
Upgrade furniture in those areas noted by education board officers		x				
<u>BUILDING REQUIREMENTS</u>						
Provide by new construction or remodelling:						
Teaching space of 60m2			x			
Resource workroom of 14m2						
Bookroom of 28m2						
Principal's Office of 11m2						
School office of 8m2						
Casualty/sickroom of 9m2						
Storage of 13m2						
1 WC, 1 WHB and 1 STDU for female staff						

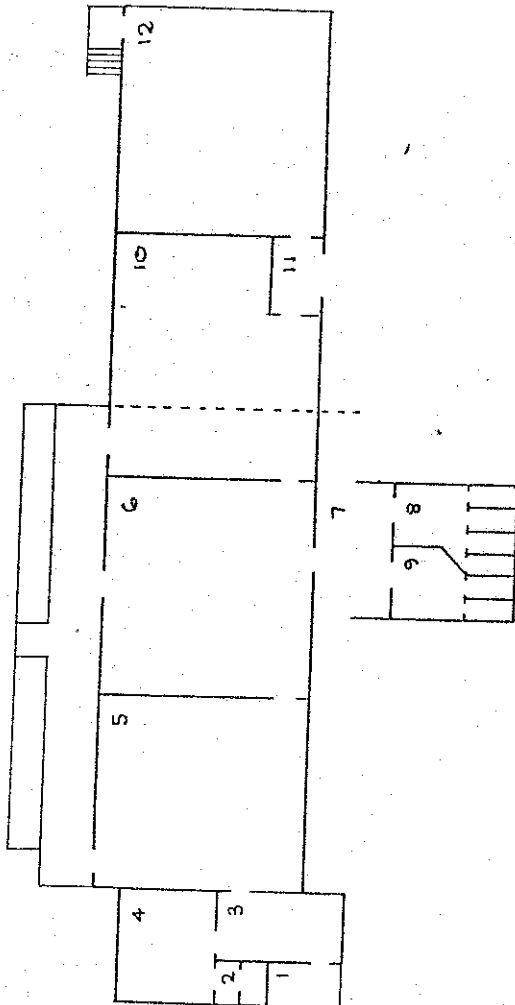




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BLOCK B	
ROOM	AREA
13 STORE	5.29 m <sup>2</sup>
14 CLASSROOM	62.15 m <sup>2</sup>
TOTAL AREA = 72.52 m <sup>2</sup>	



BLOCK A		BLOCK A1	
ROOM	AREA	ROOM	AREA
1 ENTRANCE		10 CLASSROOM	71.56 m <sup>2</sup>
2 LOBBY		11 STORE	5.7 m <sup>2</sup>
3 CLASSROOM	59.94 m <sup>2</sup>	12 CLASSROOM	72.05 m <sup>2</sup>
4 CLASSROOM	67.23 m <sup>2</sup>	TOTAL AREA = 135.21 m <sup>2</sup>	
5 LOBBY			
6 GIRLS' TOILETS			
7 BOYS' TOILETS			
TOTAL AREA = 297.91 m <sup>2</sup>			

*John A*

DEPARTMENT OF EDUCATION  
buildings division: integration of private schools  
School ROMPALLIER SCHOOL, KAITAIA

Drawing No:	Scale:
EIP 255 02	1:300
Date:	SHEET 2 OF 2 SHEETS
2 JUNE 1981	Drawn: <i>Lee</i>
Revision	



# FOURTH SCHEDULE

Schedule of staff appointments to Apallier School, KAITAIA 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	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	Religious Instruction Positions of Importance Number of other teachers to be Appointed under S.65 (1) (c) of Private Schools Conditional Integration Act 1975	Deputy Principal to be Appointed under S.66 Private Schools Conditional Integration Act 1975 Number of Staff to be so Appointed
Number of Staff to be so Appointed		Number of Staff to be so Appointed	Number of Staff to be so Appointed	Number of Staff to be so Appointed

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
1	1	-	-	-	-
2	1	-	-	1	-
3	1	-	-	1	-
4	1	-	-	2	-
5	1	1	-	1	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	9	1
20	1	1	1	9	1
21	1	1	1	10	1
22	1	1	1	10	1
23	1	1	1	11	1
24	1	1	1	11	1
25	1	1	1	12	1
26	1	1	1	12	1
27	1	1	1	13	1
28	1	1	1	13	1
29	1	1	1	13	1
30	1	1	1	13	1

*John R.*

## 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 of 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 six (6) teachers.