

THIS DEED OF AGREEMENT is made the 29 day of JANUARY, 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 St. Dominic's School, BLOCKHOUSE BAY, (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 School was established in 1962 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 St. Dominic. 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.

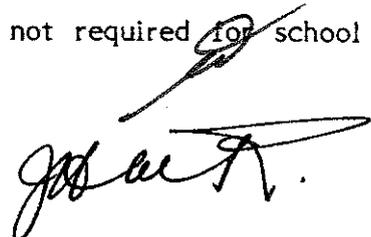
2. THE School's Special Character as is hereinafter described, shall incorporate the Education with a Special Character as provided in the School **AND IT IS HEREBY AGREED AND DECLARED** that the School shall at all times in the future be conducted and operated so as to maintain and preserve the School's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

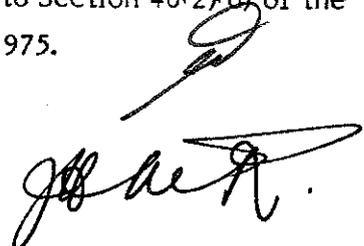
PROVIDED THAT

- (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.

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- (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.

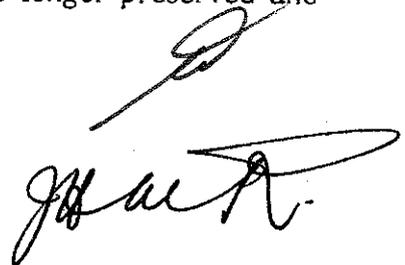



5. THE Special Character of the School is that it is a Roman Catholic School for boys and girls established by the Roman Catholic Bishop of the Diocese of Auckland for the Roman Catholic community of the Diocese of Auckland which promotes and supports the School and of which the School is part, to provide 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) Eight (8) 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 two hundred and sixty-five (265) 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 two hundred and eighty (280) 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 fourteen (14) 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.

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.

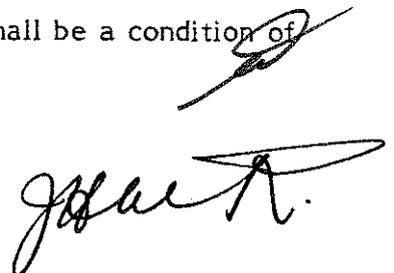
14. AN advertisement for the position of Principal of the School shall in accordance with Section 65(1)(a) of the Private Schools Conditional Integration Act 1975 state that a willingness and ability to take part in Religious instruction appropriate to the Special Character of the School shall be a condition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

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

17. THERE shall be a position at the School to be designated as Senior Teacher Junior Classes in accordance with Section 65(1)(d) of the Private Schools Conditional Integration Act 1975 and the Controlling Authority of the School in advertising the position of Senior Teacher Junior Classes shall state that a willingness and ability to take part in Religious instruction appropriate to the Special Character of the School shall be a condition of



appointment. Any person so appointed to the position of Senior Teacher Junior Classes shall accept these requirements as a condition of appointment **PROVIDED HOWEVER** that in the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement then the position of Senior Teacher Junior Classes shall be determined in accordance with the then current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder and as is more particularly described in the **Fourth Schedule** hereto.

18. THERE shall be 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.

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.

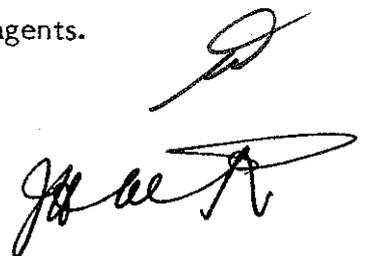
24. WHERE any of the costs associated with the conduct of the Proprietor's land and buildings that are not part of the School premises

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.

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 access from Bolton Street, 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 between the east side of Block A and the adjoining grassed area 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 M. Rodgers

Pherson
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. Takker
12 Hahira Road
Hataitai, Wellington, 3.
(Private Secretary)

FIRST SCHEDULE

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

The Proprietor's Land

All that land, buildings and other improvements owned by the Roman Catholic Bishop of the Diocese of Auckland situate in Bolton Street, Blockhouse Bay, Auckland, being known as **St. Dominic's School, Blockhouse Bay**, and being more particularly described as follows and delineated in green on the plan forming part of the **Second Schedule** hereto.

FIRST all that freehold parcel of land containing 1.4148 hectares more or less being Lot 8 Deposited Plan 32739 and being all the land in Certificate of Title Volume 1107 Folio 97 (Auckland Registry)

SUBJECT TO Agreements as to fencing contained in Transfers 141846 and 539768

SECONDLY all that freehold parcel of land containing 1.0519 hectares more or less being Lot 3 Deposited Plan 85327 and being part Allotment 336 and 276 Parish of Waikomiti and being all the land in Certificate of Title Volume 41C Folio 413 (North Auckland Registry)

SUBJECT TO:

1. Fencing covenant in Transfers 141846 and 407774 (affects part formerly contained in C.T. 860/292).
2. Building line restriction contained in Order in Council 17595 (affects part formerly contained in C.T. 1973/57)
3. Compulsory easements must be created in accordance with the Memorandum of Easements endorsed on Plan 84807 which when created will be subject to Section 309(1)(a) Local Government Act 1974.

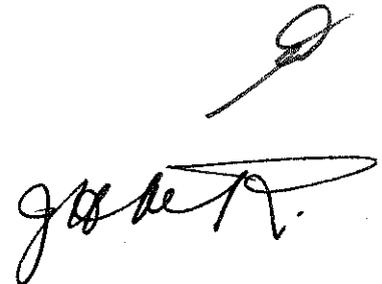
<u>Nature</u>	<u>Servient Land</u>	<u>Dominant Land</u>
R.O.W.	part Lot 2 Plan 85327 "A"	herein
R.O.W.	Part Lot 1 Plan 85327 "B"	herein

4. Right of way over part herein appurtenant to Lot 2 Plan 85327 (C.T. 41C/412) created by Transfer 770633.4

APPURTENANT HERETO Drainage easement over part Lot 2 Plan 84807 (C.T. 41A/1134) shown marked "C" on Plan 85327 created by Transfer 381122.1 easement certificate 722130.5.

The above easement is subject to Section 309(1)(a) Local Government Act 1974.

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

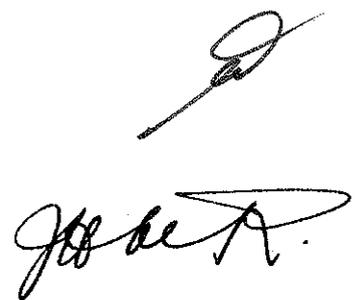


SECOND SCHEDULE

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** the Hall and Kitchen areas of Block A and the land immediately surrounding the same, delineated in blue on the said plan, **TOGETHER WITH** a reservation in favour of the non-integrating areas of full rights of access inter se and of ingress and egress to and from those areas over the access thereto shaded yellow on the annexed plan from and to Bolton Street, Blockhouse Bay.

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ST DOMINICKS SCHOOL, BLOCKHOUSE BAY

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.

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
Replace all broken concrete footpaths to Bolton Street entrance		X				
Repair failing areas of drive and parking areas			X			
Provide adequate drainage to footpath on east side of drive, and generally tidy up this area			X			
Provide field drainage to integration boundary north side of Presbytery						
Provide safety fences where path adjoins drive		X				
Repair tar seal to concrete west side of Block B			X			
Replace faulty concrete paving between area 1 and drive			X			
Repair tar seal adjoining area 1			X			
Remove garage and repair tar seal		X				
Redevelop playing fields, with crib-walling, and concrete paving to east side of Blocks A and B			X			
Provide new fences, or upgrade existing fences to all boundaries to state school standards			X			
Clear stormwater drain to east of main courts and provide grille to prevent infiltration of rubbish				X		
Repair and retension all fencing to courts and securely clip		X				
Provide gates to courts complete with catches		X				
Repair tar seal on end of hall block		X				
Weedkill all edges to courts		X				
Repair failing areas to courts			X			
Build up low spots and regrade courts as necessary to ensure run off of surface water. Channel water into stormwater system via cesspits			X			

SITE (cont'd)

Clear stormwater drain at south west corner of site.
 Provide cesspit if necessary
 Tidy up area between courts and adjoining properties
 Provide adequate drainage behind retaining wall
 Regrade to a mowable grade grassed areas to ROW to Tania Place
 Repair and reseal Tania Place entrance
 Completely remove lilies from paving to Tania Place entrance
 Concrete pave this area
 Provide a covered incinerator bay to AEB specification
 Repair incinerator, by rebricking, new slabs, grates, ash pans and treat for rust
 Clean out drain running parallel to covered way between areas 1 and 17
 Upgrade all drainage, stormwater and sanitary, to east wall of Block A
 Raise all GTs a minimum of 75mm above paving. Fix down all D grates, and supply round grates
 Provide a GT to sanitary drain to take waste from Area 10

BLOCK A

Exterior

Repair base vents under area 1
 Finish step area 4 to covered way
 Repair covered way between areas 1 and 17
 Re-align all spouting to ensure water runs to DPS
 Provide rainwater heads to all long runs of spouting
 Clean rubbish out of all spouting
 Provide droppers of the same material as spouting
 Securely fix DP under walkway by area 3
 Replace all rusted steel louvre fittings with aluminium
 Birdproof corner of areas 2 and 4
 Repair and securely fix DPS between areas 4 & 5, and 6 & 7
 Repair holes in paving north wall areas 6 and 7
 Provide full height door stops to north doors 6, 7 and 8
 Check and rectify movement of brick veneer to north walls of areas 6 and 7

	1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
Clear stormwater drain at south west corner of site.						
Provide cesspit if necessary						
Tidy up area between courts and adjoining properties						
Provide adequate drainage behind retaining wall						
Regrade to a mowable grade grassed areas to ROW to Tania Place						
Repair and reseal Tania Place entrance						
Completely remove lilies from paving to Tania Place entrance						
Concrete pave this area						
Provide a covered incinerator bay to AEB specification						
Repair incinerator, by rebricking, new slabs, grates, ash pans and treat for rust						
Clean out drain running parallel to covered way between areas 1 and 17						
Upgrade all drainage, stormwater and sanitary, to east wall of Block A						
Raise all GTs a minimum of 75mm above paving. Fix down all D grates, and supply round grates						
Provide a GT to sanitary drain to take waste from Area 10						
<u>Exterior</u>						
Repair base vents under area 1						
Finish step area 4 to covered way						
Repair covered way between areas 1 and 17						
Re-align all spouting to ensure water runs to DPS						
Provide rainwater heads to all long runs of spouting						
Clean rubbish out of all spouting						
Provide droppers of the same material as spouting						
Securely fix DP under walkway by area 3						
Replace all rusted steel louvre fittings with aluminium						
Birdproof corner of areas 2 and 4						
Repair and securely fix DPS between areas 4 & 5, and 6 & 7						
Repair holes in paving north wall areas 6 and 7						
Provide full height door stops to north doors 6, 7 and 8						
Check and rectify movement of brick veneer to north walls of areas 6 and 7						

BLOCK A
Interior (cont'd)

Area 6

Ease door to covered way and repair door check
Provide door check and hold back hook to fire egress door

Area 7

Upgrade all fasteners and stays to sashes and repair as required
Provide Duralay or similar soft floor coverings with wet areas to sink and fire egress door
Redecorate (half cost to be met by education board)
Surface fix ceiling tiles
Repair sink bench top
Ease, adjust all cupboard doors and provide catches
Ease door to covered way
Fit door checks, door stops and hold-back hooks to both doors

Areas 8, 9, 10, 11, 12 and Passageway Entrance

Rectify dampness in floors, walls and ceilings and redecorate to education board standards
Replace door lock to area 12

Areas 14, 15 and 16

Provide "Duralay" or similar soft floor coverings with wet areas to sink and exterior door
Ease and adjust all cupboard doors
Provide door checks, door stops and hold-back hooks to all exterior doors and ease and adjust doors
Redecorate (half cost to be met by education board)
Surface fix ceiling tiles
Repair sink benches where required
Upgrade door hardware

Area 17

Repair roof leaks and ceiling
Ease, adjust both doors and repair door checks
Surface fix ceiling tiles
Redecorate (half cost to be met by education board)
Upgrade door hardware

	1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
Ease door to covered way and repair door check		X				
Provide door check and hold back hook to fire egress door		X				
Upgrade all fasteners and stays to sashes and repair as required		X				
Provide Duralay or similar soft floor coverings with wet areas to sink and fire egress door		X				
Redecorate (half cost to be met by education board)		X				
Surface fix ceiling tiles		X				
Repair sink bench top		X				
Ease, adjust all cupboard doors and provide catches		X				
Ease door to covered way		X				
Fit door checks, door stops and hold-back hooks to both doors		X				
Rectify dampness in floors, walls and ceilings and redecorate to education board standards		X	X			
Replace door lock to area 12		X				
Provide "Duralay" or similar soft floor coverings with wet areas to sink and exterior door		X				
Ease and adjust all cupboard doors		X				
Provide door checks, door stops and hold-back hooks to all exterior doors and ease and adjust doors		X				
Redecorate (half cost to be met by education board)		X				
Surface fix ceiling tiles		X				
Repair sink benches where required		X				
Upgrade door hardware		X				
Repair roof leaks and ceiling		X				
Ease, adjust both doors and repair door checks		X				
Surface fix ceiling tiles		X				
Redecorate (half cost to be met by education board)		X				
Upgrade door hardware		X				

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	1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>BLOCK A</u>						
<u>Mechanical</u>						
Areas 4-8, 10, 12 and 14-17 Upgrade heating to state school standards						
<u>Electrical</u>						
<u>Main Switchboard</u>						
Replace rewirable fuses with MCBs/HRC fuses Protect earth peg			X	X		
<u>Lighting</u>						
Upgrade lighting to state school standards in areas 4, 5, 6, 7, 14, 15 and 16				X		
<u>Fire Protection</u>						
<u>Means of Egress</u>						
Provide alternative egress from areas 4 and 5 by means of a communicating door in the partition wall or by means of exterior door from each area						
Replace locks on alternative egress doors from areas 6, 7, 14, 15 and 16 with a type that can be opened from the inside without the use of keys						
<u>Fire Equipment</u>						
Replace 25mm tubing on hose reel on exterior wall with 25m of 13mm tubing						
Install a hose reel with 25m of 13mm tubing in the covered way outside area 15 or alternatively install a 9 litre water CO2 extinguisher in areas 13 and 17 Carry out service to all fire equipment						
<u>Fire Alarm/Class Change System</u>						
Replace existing system with a manual low voltage fail safe bell system with manual call point in area 13 and in corridor outside area 12						
<u>General</u>						
Remove portable electric heaters						
<u>BLOCK B</u>						
<u>Exterior</u>						
Plaster finish steps to area 19						
Replace spouting and repair downpipes to areas 19 and 20						
Repair all broken fibrolite						
Tidy up and plaster all exposed base concrete						

BLOCK B

Exterior (cont'd)

Birdproof base areas
 Provide protection for downpipe from area 18 after replacement
 Repaint whole of exterior including roof after completion of all pre-paint repairs
 Provide full length door stops and hold back hooks to exterior doors from areas 19 and 20
 Provide a landing with handrail and steps from area 18
 Provide weather protection to exterior doors from areas 18, 19 and 20

Interior

Area 18

Provide lino floor coverings
 Fit door check, door stop, hold-back hook, and secure bolts to exterior door. Upgrade hardware
 Rebuild bag racks
 Redecorate
 Strengthen sub floor
Area 19
 Provide Duralay or similar soft floor coverings with wet areas to sink and exterior door
 Fit door checks, door stops and hold back hooks to both doors
 Secure any loose ceiling sheets
 Redecorate (half cost to be met by education board)
 Upgrade window hardware and provide centre handles to sashes

Repair cupboards
 Replace all vinyl coverings to sink bench unit

Area 20

Provide Duralay or similar soft floor coverings with wet areas
 Fit door checks, door stops and hold back hooks to both doors
 Secure any loose ceiling sheets
 Upgrade window hardware and provide centre handles to sashes
 Repair cupboards
 Repair vinyl coverings to sink bench unit
 Redecorate (half cost to be met by education board)

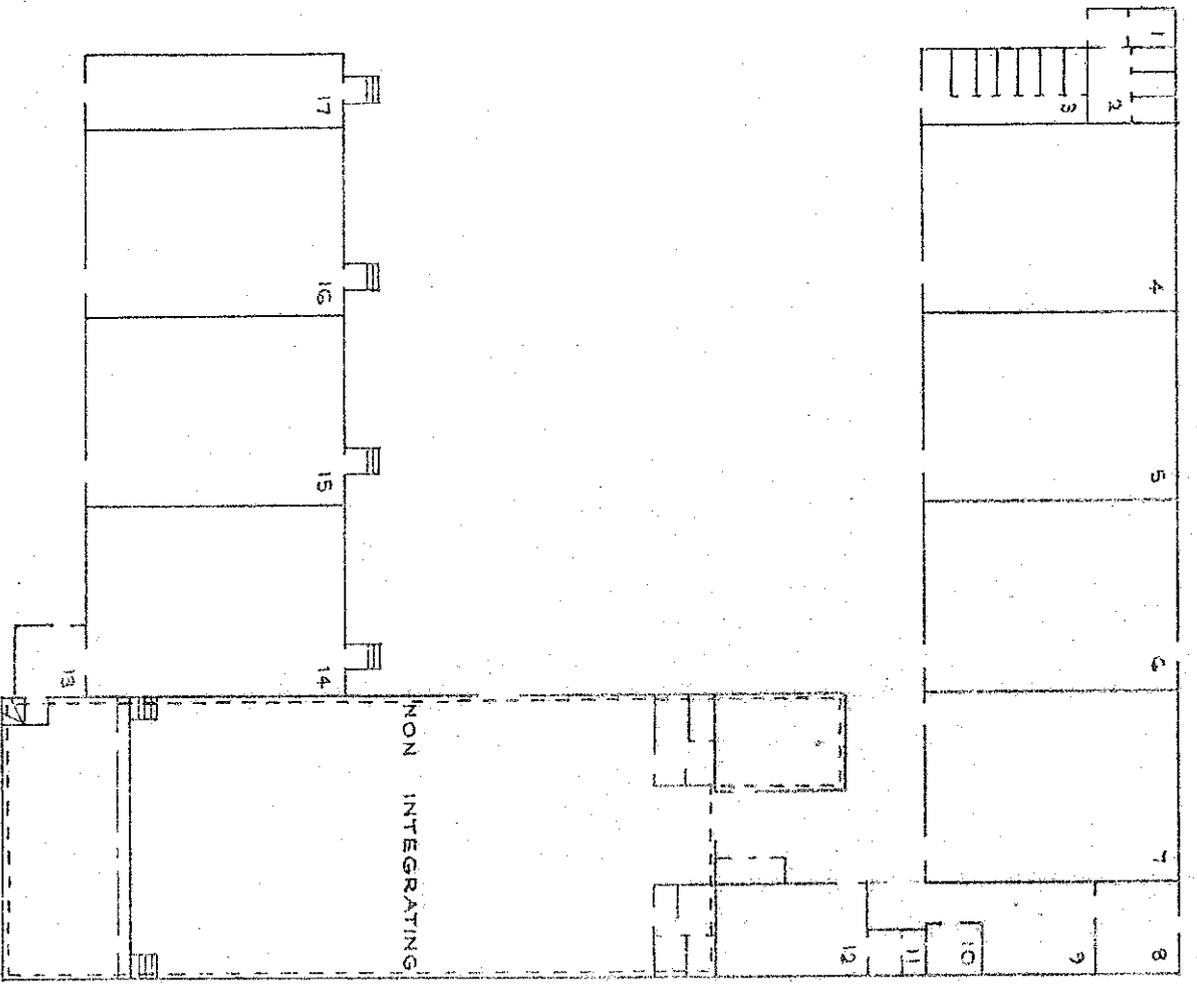
Mechanical

Upgrade heating to state school standards in areas 19 & 20

	1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
Exterior (cont'd)		X				
Birdproof base areas		X				
Provide protection for downpipe from area 18 after replacement		X				
Repaint whole of exterior including roof after completion of all pre-paint repairs		X				
Provide full length door stops and hold back hooks to exterior doors from areas 19 and 20		X				
Provide a landing with handrail and steps from area 18		X				
Provide weather protection to exterior doors from areas 18, 19 and 20		X				
Interior						
Area 18						
Provide lino floor coverings			X			
Fit door check, door stop, hold-back hook, and secure bolts to exterior door. Upgrade hardware		X				
Rebuild bag racks		X				
Redecorate		X				
Strengthen sub floor		X				
Area 19						
Provide Duralay or similar soft floor coverings with wet areas to sink and exterior door				X		
Fit door checks, door stops and hold back hooks to both doors		X				
Secure any loose ceiling sheets		X				
Redecorate (half cost to be met by education board)		X				
Upgrade window hardware and provide centre handles to sashes		X				
Repair cupboards		X				
Replace all vinyl coverings to sink bench unit		X				
Area 20						
Provide Duralay or similar soft floor coverings with wet areas				X		
Fit door checks, door stops and hold back hooks to both doors		X				
Secure any loose ceiling sheets		X				
Upgrade window hardware and provide centre handles to sashes		X				
Repair cupboards		X				
Repair vinyl coverings to sink bench unit		X				
Redecorate (half cost to be met by education board)		X				
Mechanical						
Upgrade heating to state school standards in areas 19 & 20			X			

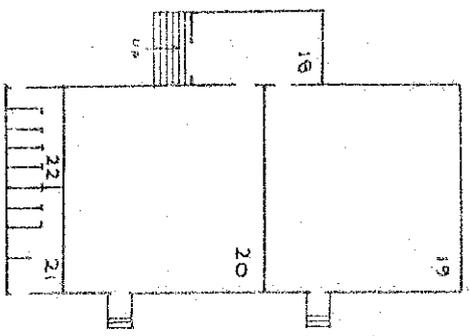
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BLOCK B	1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>Electrical</u>						
<u>Distribution Board</u>						
Replace rewirable fuses with MCBs/HRC fuses		X				
Sleeve subcircuit earths		X				
Verify main earth and test			X			
<u>Lighting</u>						
Upgrade lighting to state school standards in areas 19 and 20			X			
<u>Fire Protection</u>						
<u>Means of Egress</u>						
Rearrange the steps outside area 18 to allow a platform and guardrail to be provided	X					
Install guardrails to the platforms outside the egress doors from areas 19 and 20	X					
<u>Fire Equipment</u>						
Install a 9 litre water CO2 extinguisher in area 18		X				
<u>Linings</u>						
Line out basement ceiling and ground floor combination to give a half hour FRR		X				
<u>General</u>						
Remove all portable heaters	X					
<u>BUILDING REQUIREMENTS</u>						
Provide by new construction or remodelling:						
Resource workroom of 28m ²						
Library/multi purpose room of 56m ²						
Staffroom of 28m ²		X			X	
Staff kitchen of 4.5m ²		X				
Principals office of 11m ²						
School office of 8m ²						
Casualty/sickroom of 9m ²						
Storage of 42m ²				X		
Upgrade toilet facilities to Department of Education standards		X				



ROOM	AREA
1 BOYS' TOILETS	
2 GIRLS' TOILETS	
3 CLASSROOM	11.32 m ²
4 CLASSROOM	11.32 m ²
5 CLASSROOM	11.32 m ²
6 CLASSROOM	11.42 m ²
7 H.O.D.	10.15 m ²
8 ADMIN. STORAGE	22.18 m ²
9 WASHROOM	
10 STAFF TOILET	19.25 m ²
11 ENTRANCE LOBBY	
12 CLASSROOM	11.32 m ²
13 CLASSROOM	11.32 m ²
14 CLASSROOM	11.32 m ²
15 LIBRARY	26.19 m ²

TOTAL INTEGRATING AREA = 684.52 m²
 TOTAL AREA = 1022.49 m²



ROOM	AREA
18 LOBBY	
19 CLASSROOM	60.43 m ²
20 CLASSROOM	60.27 m ²
21 BOYS' TOILETS	
22 GIRLS' TOILETS	

TOTAL AREA = 161.24 m²

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DEPARTMENT OF EDUCATION
 buildings division: integration of private schools
 School: ST DOMINIC'S SCHOOL, BLOCKHOUSE BAY

Drawing No:	Scale:
EIP 228 02	1 : 300
Date:	SHEET 2 OF 2 SHEETS
19 FEBRUARY 1981	Drawn: <i>AS</i>
Revision	
12 MAY 1981	

FOURTH SCHEDULE

Schedule of staff appointments to St. Dominic's School, BLOCKHOUSE BAY, under Sections 65(1) & 66 of the Private Schools Conditional Integration Act 1975 being special positions relating to the special character of the school

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

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 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.

2. 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 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.

3. The School as at the effective date hereof has a staffing entitlement of nine (9) teachers.

[Signature]