

THIS DEED OF AGREEMENT is made the 30 day of August.  
One thousand nine hundred and eighty (1980)  
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 Saint John the Evangelist  
Primary School, Otara Road, Otara Auckland,  
(hereinafter referred to as "the School").
- B The School is a Roman Catholic Primary School  
for Girls from New Entrants to Form 2 and Boys  
from New Entrants to Standard 4 offering  
Education with a Special Character.
- C The School was established in 1965 and up to  
the effective date of integration was conducted  
and staffed by members of the Roman Catholic  
Religious Order of Women, known as Franciscan Sisters of  
the Divine Motherhood. 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.

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- (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 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

+ J. G. P.

associated facilities that, although not part of the integrated School premises in terms of this Deed of Agreement are regarded by the Proprietor as appropriate to maintain the Special Character of the School.


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

4. THE land and buildings constituting the School premises are subject to the mortgages, debts, liens, encumbrances, easements, 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, 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:-

- + J.M.
- (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.
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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 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 eighty-nine (289) pupils as at the 30th September 1979 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 three hundred (300) 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 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 fifteen (15) 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 three (3) 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 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.

18. 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.

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 School Committee 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 2 and Boys from New Entrants to Standard 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.

+J.M.

*[Signature]*

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 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 the proportion of School holiday pay due and paid by the Minister in respect of the 1980 School year to any person employed at the School up to the effective date of integration.

28. THE Minister shall subject to Clause 3 (d) and (e) 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.

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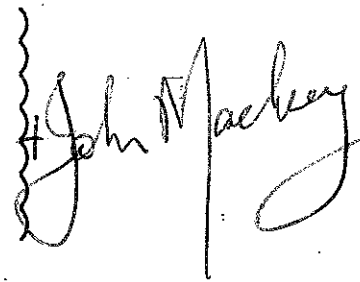
29. THE effective date of this Deed of Agreement shall be the eighth day of September 1980.

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

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

SIGNED by JOHN MACKEY

the Roman Catholic Bishop  
of the Diocese of Auckland, a Corporation Sole,  
Sealed with the Seal of Office of the  
Diocese of Auckland in the presence of:



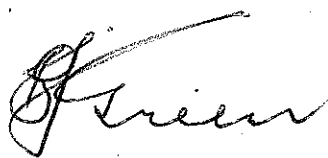
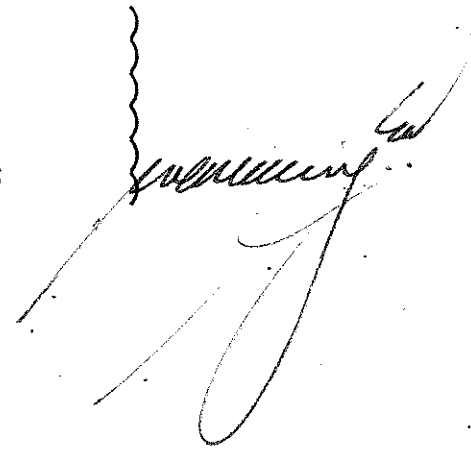
*G. P. Kelly  
Catholic Education  
Office.*

SIGNED FOR AND ON BEHALF OF HER

MAJESTY THE QUEEN by

MERVYN LANGLOIS WELLINGTON

Minister of Education in the presence of:



*Auckland Education Board*

FIRST SCHEDULE

Description of total land buildings and other improvements comprising the Proprietor's land of which 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 Otara Road, Otara, Auckland, New Zealand, being known as Saint John the Evangelist Primary School, Otara, and being more particularly described as follows:

FIRST

All that Freehold parcel of land containing 3.6932 hectares more or less being part Lot 16 Deposited Plan 6873, part Lot Deposited Plan 29454, part Lot 1 and Lot 2 Deposited Plan 43577, Lots 1, 2 and 3 Deposited Plan 45589, and Lot 172 Deposited Plan 49974 and being part Allotment 12 Parish of Manurewa, and being all the land in Certificate of Title Volume 5C folio 1117 (North Auckland Registry).

Subject as to Lot 172 Plan 49974 to the reservations and conditions imposed by Section 59 of the Land Act, 1948.

Subject as to Lots 1 to 3 Plan 45589 to the reservations imposed by Section 8 of the Coal Mines Amendment Act, 1950.

Fencing covenants in Transfers 78174, 78392, 559933 and 575067 affecting part Lot 16 Plan 6873.

Appurtenant to part Lot 1 and Lot 2 Plan 43577 and the part Lot 1 Plan 29454 herein is a water easement over part Lot 15 Plan 6873 (C.T. 1578/23) created by Transfer 318942.

Subject to a water easement over the part Lot 1 Plan 45589 created by Transfer 318942.

Building line restriction affecting Lot 2 Plan 43577 part Lot 1 Plan 29454 and part Lot 16 plan 6873 in K. 54005.

SECONDLY

All that Freehold parcel of land containing 3215 square metres more or less being Lot 1 Deposited Plan 53614 and being part of Allotment 12, Parish of Manurewa, being all the land in Certificate of Title Volume 5C folio 879 (North Auckland Registry).

Agreements as to fencing contained in Transfers 78174, 559933 and 575067.

Appurtenant hereto is a water easement over part Lot 1 Plan 45589 (C.T. 2044/12) and Lot 15 Plan 6873 (C.T. 1578/23) created by Transfer 318942.

There is a debt owing to the Diocesan Education 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

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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.

AND with a right in common with the Proprietor his agents servants and licensees to the use of the area shaded red on the said plan for ingress and egress and for the parking of vehicles used by persons lawfully attending the school premises.



ST JOHN THE EVANGELIST PRIMARY SCHOOL, OTARA, AUCKLAND

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.

AGREED PHASING OF WORK TO BE COMPLETED BY

SITE	8.9.80	31.3.81	31.3.82	31.3.83	31.3.84	31.3.85
<u>Access</u> Improve pedestrian access from Otara Road		x				
<u>Fencing</u> Repair boundary fencing to south, west and east (Otara Road)				x		
<u>Grounds</u> Repair sealed area behind Block 4		x				
Repair manhole at end of Block 1		x				
Mortar down lid of manhole at southern edge of main court		x				
BLOCK 1						
<u>Exterior</u> Replace roof when necessary						
Area 3						
Repair broken window pane		x				

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ST JOHN THE EVANGELIST PRIMARY SCHOOL, OTARA, AUCKLAND

AGREED PHASING OF WORK TO BE COMPLETED BY

BLOCK 1 (continued)	8.9.80	31.3.81	31.3.82	31.3.83	31.3.84	31.3.85
<u>Exterior (continued)</u> <u>Area 4</u> Repair downpipe Replace missing downpipe Connect sink to waste drain Repaint exterior, joinery and woodwork		x x x	x			
<u>Interior</u> <u>Area 1</u> Repair damaged hardboard linings under blackboard Area 3 Replace mullion to window Area 4 Repaint ceiling Repair floor tiles under blackboard		x x x x				
<u>Mechanical</u> Areas 1, 2, 3 and 4 Install electric heating to state school standards in each area and provide time switch and thermostat control			x			
<u>Electrical</u> Upgrade distribution board and check earth Upgrade lighting to meet state school standards	x	x				

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*[Handwritten mark]*

ST JOHN THE EVANGELIST PRIMARY SCHOOL, OTARA, AUCKLAND

AGREED PHASING OF WORK TO BE COMPLETED BY

BLOCK 1 (continued)		8.9.80	31.3.81	31.3.82	31.3.83	31.3.84	31.3.85
<u>Fire Protection</u> <u>Egress</u> Areas 1, 2, 3 and 4 Reposition the padlock catch from the top of the alternative egress doors adjacent to the door handles		x					
<u>Fire Equipment</u> Replace padlocks and keys for hose reel cabinets and indicate cabinets with signs 'Fire Hose Reels'		x					
BLOCK 2							
<u>Exterior</u> Replace roof when necessary Area 18 Replace sill block at door entrance Repaint exterior joinery and woodwork			x			x	
<u>Interior</u> Area 18 Touch up paintwork at windows Area 19 Repair roof leak above door Repair hole in linings under blackboard Repair floor tile adjacent to door			x x x			x	

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BLOCK 2 (continued)	8.9.80	31.3.81	31.3.82	31.3.83	31.3.84	31.3.85
<u>Mechanical</u> Areas 18, 19 and 20 Install electric heating in each area to state school standards and provide time switch and thermostat control			x			
<u>Electrical</u> Upgrade distribution board and check earth Upgrade lighting to meet state school standards			x			
<u>Fire Protection</u> <u>Egress</u> Areas 18, 19 and 20 Reposition the padbolt catch from the top of the alternative egress doors to adjacent to the door handles	x					
<u>Fire Equipment</u> Replace padlocks and keys for hose reel cabinets and indicate cabinets with signs 'Fire Hose Reel'	x					
BLOCK 3						
<u>Mechanical</u> Areas 15 and 16 Remove existing domestic type heaters and install electric convector heaters in each area with time switches and thermostat control to state school standards	x					

AGREED PHASING OF WORK TO BE COMPLETED BY

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AGREED PHASING OF WORK TO BE COMPLETED BY

BLOCK 4 (continued)		8.9.80	31.3.81	31.3.82	31.3.83	31.3.84	31.3.85
<u>Electrical</u> Upgrade lighting to meet state school standards							
<u>Fire Protection</u> <u>Egress</u> Indicate fire exit door from area 33 with a fire exit sign and remove mortice lock on fire exit door		x	x				
<u>Fire Equipment</u> Install a 1 x 10 litre water CO <sub>2</sub> extinguisher in the corridor area 28 and one in staffroom area 36							
<u>Fire Hazards</u> Reduce quantity of Banda fluid to 1 x 5 litre tin in admin area and install a sheet of fire resistant material under the pie-warmer cabinets and tie curtains clear of cabinets		x	x				
<u>Electrical-General</u> Install new heating circuits and MCBs to handle additional load from distribution board				x			
<u>Fire Protection - General</u> Install a fail safe fire alarm/class change system with a manual call point in each classroom block		x					

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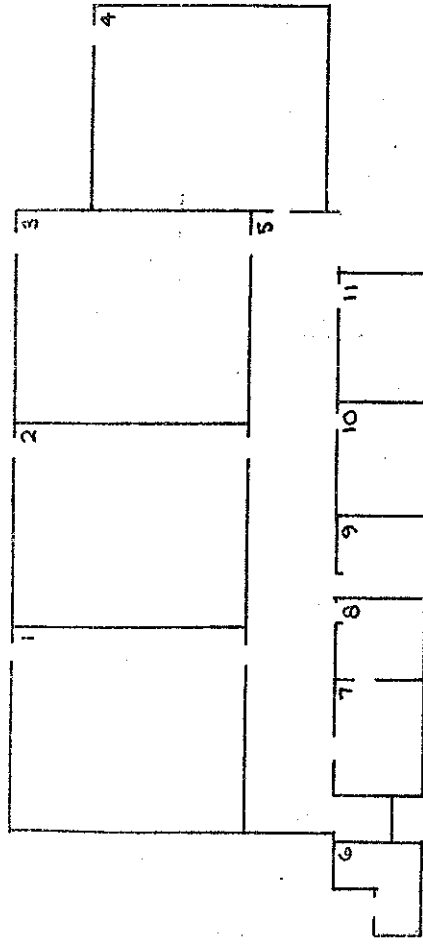
## ST JOHN THE EVANGELIST PRIMARY SCHOOL, OTARA, AUCKLAND

AGREED PHASING OF WORK TO BE COMPLETED BY

BLOCK 4 (continued)	8.9.80	31.3.81	31.3.82	31.3.83	31.3.84	31.3.85
<u>Mechanical - General</u> In staffroom provide from existing resources 1 KW of additional heating			x			
<u>Structural - General</u> Blocks 1 and 2 - Strengthen brick panels at egresses, strengthen block wall of toilets and store extension of Block 2			x			
BUILDING REQUIREMENTS  Provide the following: <ul style="list-style-type: none"> <li>Library of 56m<sup>2</sup> )</li> <li>Resource workroom of 28m<sup>2</sup> )</li> <li>Office of 8m<sup>2</sup> )</li> <li>Sickroom of 9m<sup>2</sup> )</li> <li>Principal's office of 11m<sup>2</sup> )</li> <li>Storage totalling 42m<sup>2</sup> )</li> </ul>				x		
Female staff toilet containing <ul style="list-style-type: none"> <li>1 WC, 1 WHB and 1 sanitary )</li> <li>towel disposal unit )</li> <li>)</li> <li>1 sanitary towel disposal unit )</li> <li>in female pupils' toilet )</li> </ul>			x			

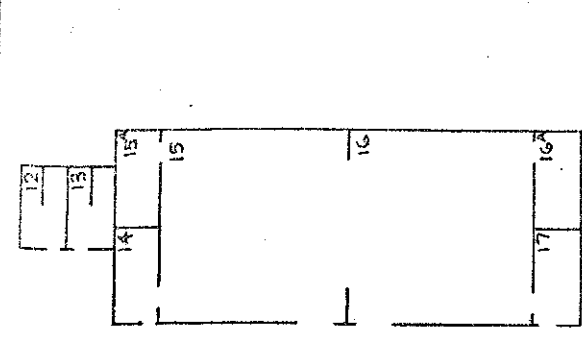
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# BLOCK 1



ROOM	AREA
1 CLASSROOM	68.4m <sup>2</sup>
2 CLASSROOM	68.4m <sup>2</sup>
3 CLASSROOM	68.4m <sup>2</sup>
4 SPECIAL PROJECTS	65.4m <sup>2</sup>
5 CORRIDOR	
6 INCINERATOR	10.6m <sup>2</sup>
7 CLOAKROOM	
8 BOYS' TOILET	
9 GIRLS' TOILET	
10 CLOAKROOM	
11 STORE	

TOTAL AREA = 473.94m<sup>2</sup>



ROOM	AREA
12 TOILET	51.9m <sup>2</sup>
13 TOILET	5.6m <sup>2</sup>
14 CLOAKROOM	51.9m <sup>2</sup>
15 CLASSROOM	5.6m <sup>2</sup>
16 STORE	5.6m <sup>2</sup>
17 CLOAKROOM	5.6m <sup>2</sup>

TOTAL AREA = 155.10m<sup>2</sup>

# BLOCK 2

ROOM	AREA
18 CLASSROOM	54m <sup>2</sup>
19 CLASSROOM	54m <sup>2</sup>
20 CLASSROOM	54m <sup>2</sup>
21 CORRIDOR	
22 CLOAKROOM	
23 BOYS' TOILET	
24 GIRLS' TOILET	
25 CLOAKROOM	

TOTAL AREA = 361.92m<sup>2</sup>

ROOM	AREA
25A IMPLEMENT SHED	18.76m <sup>2</sup>
25B STORE	8.4m <sup>2</sup>

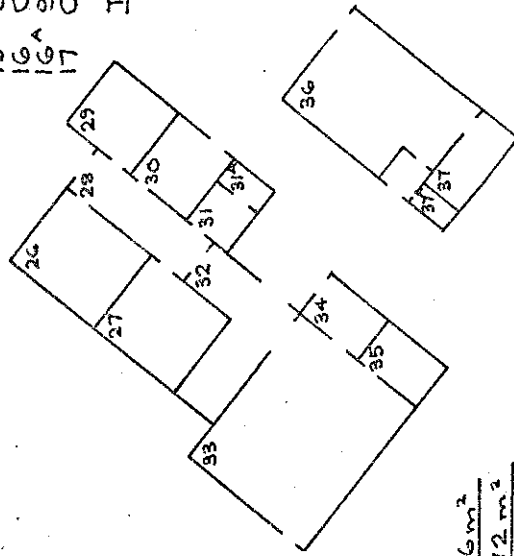
8.4m<sup>2</sup>

# BLOCK 4

ROOM	AREA
26 LUNCH ROOM	13.2m <sup>2</sup>
27 ADMINISTRATION	13.2m <sup>2</sup>
28 CORRIDOR	
29 HEADMASTER	8.4m <sup>2</sup>
30 CONSULTING	8.4m <sup>2</sup>
31 HALL	
31A TOILET	
32 CORRIDOR	
33 LIBRARY	
34 STORE	
35 STORE	
36 STAFFROOM	26.4m <sup>2</sup>
37 KITCHEN	5.5m <sup>2</sup>
37A TOILET	

TOTAL AREA LIBRARY BLOCK = 138.56m<sup>2</sup>

TOTAL AREA STAFFROOM BLOCK = 37.72m<sup>2</sup>



# DEPARTMENT OF EDUCATION

buildings division: integration of private schools

School: ST JOHN THE EVANGELIST, OTARA

Drawing No:	Scale:
EIP 034 02	1:300
Date:	SHEET 2 OF 2 SHEETS
30 JUNE 1978	Drawn:
Revision	26 FEBRUARY 1980
27 MAY 1980	26 FEBRUARY 1980

+ J.M.

# FOURTH SCHEDULE.

Schedule of staff appointments to St. John the Evangelist School, OTARA 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 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

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	-
6	1	1	-	2	1
7	1	1	-	2	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	12	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 S. 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 Ten point seven (10.7) Teachers.