

THIS DEED OF AGREEMENT is made the 9 day of September One thousand nine hundred and eighty-two (1982)

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

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

WHEREAS:

- A The Proprietor is the owner of St. John's School, MAIRANGI BAY, (hereinafter referred to as "the School")
- B The School is a Roman Catholic Primary School for girls and boys from new entrants to Standard Four (4) offering Education with a Special Character.
- C The School was established in 1961 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. Joseph of Nazareth. 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.

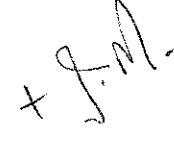

4. THE land and buildings constituting the School premises are subject to the mortgages, debts, liens, encumbrances, easements, licences, restrictions and other matters which affect the title to or enjoyment of the land and have the appurtenances or benefits attaching to the land more particularly described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

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

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

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

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



7. (a) THE Controlling Authority of the School shall be the Education Board of the Auckland Education District as constituted pursuant to Section 15 of the Education Act 1964.
- (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 thirty-one (231) pupils as at the 30th day of September, 1981, being the year when the roll figures were last compiled. It is agreed by and between the parties hereto that the maximum roll of the School shall be two hundred and thirty-six (236) 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 twelve (12) 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 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 and as is more particularly delineated on the plan forming part of the **Second Schedule** hereto. In particular, the access from Penzance Road, and the access from Penzance Road to the Convent, 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** Minister shall be responsible only for the normal maintenance of the retaining walls on the School premises and all other expenditure in respect of the retaining walls on the School premises shall be the responsibility of the Proprietor.

27. **THE** Proprietor shall be responsible for the maintenance of the gullies and bush areas on the Northern and Eastern boundaries of the School premises until such time as those areas are brought up to Auckland Education Board standards.

28. **THE** Proprietor shall be responsible for the maintenance of the clay driveway from East Coast Road to the School premises until such time as it

is upgraded to Auckland Education Board standards for a secondary accessway.

29. 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.

30. 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.

31. THE Minister shall subject to **clause 3(d) and (e), clause 26, clause 27 and clause 28** of this Deed of Agreement after the effective date hereof maintain the School premises and the associated facilities in a state of repair order and condition as for a comparable State school under the same Controlling Authority and provide for the maintenance of the chattels as though the School were a State School. The School shall be entitled to such furniture and equipment as the Controlling Authority supplies from time to time to comparable State Schools.

32. THE effective date of this Deed of Agreement shall be the 15th day of September One thousand nine hundred and eighty-two (1982)

33. 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.

+ J.M.

A handwritten signature, possibly reading 'D', written in dark ink.

SIGNED by JOHN MACKEY, THE)
ROMAN CATHOLIC BISHOP OF THE)
DIOCESE OF AUCKLAND and sealed)
with his Seal of Office in the presence)
of:-)

+ John Mackey

Bishop
Director of Catholic Schools,
218 Parnell Road,
Auckland.

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

Mervyn

M. J. Folker
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 Penzance Road, Mairangi Bay, Auckland, being known as **St. John's School, Mairangi Bay**, 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 2.3972 hectares more or less being Lot 1 Deposited Plan 31297, Lot 5 Deposited Plan 47573, parts Lots 3 and 4 Deposited Plan 47573 and being part of the North Western portion Allotment 194 and part of the South Eastern portion of Allotment 195 Parish of Takapuna and being all the land in Certificate of Title Volume 6B Folio 196 (North Auckland Registry)

SUBJECT TO:

Agreements as to fencing contained in Transfers 392038 and 639243 (parts Lots 3 Plan 47573) and 383396 (part Lot 4 Plan 47573 and Lot 5 Plan 47573).

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

+ J.M.



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** Areas 1, 2 and 13 of Block 1 more particularly delineated in blue on the said plan **TOGETHER WITH** a reservation in favour of those excepted portions of full rights of access inter se and of ingress and egress between those excepted portions and Penzance Road **FURTHER RESERVING** to the Proprietor for the use of the occupants of the Convent together with their servants, agents and licensees full rights of ingress and egress to and from the Convent over the access thereto shaded blue on the annexed plan from and to Penzance Road, Mairangi Bay.

+ J.M.



ST JOHN'S SCHOOL, MAIRANGI BAY

THIRD SCHEDULE

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

These works are to be planned, executed and paid for by the proprietor subject to the provisions of this schedule in relation to the buildings and associated facilities to bring them up to the minimum standard for a comparable state school.

In those cases where the words "half cost to be met by Education Board" appear in relation to particular works, the building 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 to 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	15.9.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<p>Upgrade sealed and concrete areas to Education Board standards</p> <p>Upgrade grassed areas to Education Board standards</p> <p>Form carpark area and pedestrian access</p> <p>Brace adventure playground equipment, upgrade ladder and finish handrail</p> <p>Upgrade boundary fencing to Ed. board standards</p> <p>Reshape banks where indicated by board officers to Education Board standards</p> <p>Provide field drainage system to Education Board standards</p> <p>Provide bolts to all junctions of adventure playground structure</p> <p>Provide new incinerator to Education Board standards and housed in roofed bay</p> <p>Reset all loose blocks to retaining walls to concrete court</p> <p>Replace damaged sections of main concrete court</p> <p>Provide intermediate sockets in main court area</p> <p>Provide concrete channel and stormwater outlet to new concrete court area</p> <p>Complete clipping of mesh on fence around new court</p>		<p>x</p> <p>x</p> <p>x</p> <p>x</p> <p>x</p> <p>x</p> <p>x</p> <p>x</p> <p>x</p> <p>x</p> <p>x</p> <p>x</p>	<p>x</p>	<p>x</p>		<p>-18-</p> <p>+2M.</p>

15.9.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<u>BLOCK 1 (cont'd)</u>					
<u>Exterior (cont'd)</u>					
Replace two exterior doors to rooms 3 and 6	x				
Provide non skid surface to verandah fibrolite	x				
Replace two exterior doors to verandah - room 12	x				
Provide bracing to balance of verandah handrail	x				
Repair handrail and supports	x				
Repair sash by door on verandah	x				
Repair fibrolite to stair head porch room 7	x				
<u>Area 3 Interior</u>					
Replace floor coverings after first having plastered floor	x				
Ease all sashes and replace all faulty fasteners	x				
Provide and fit door checks and hold back hooks	x				
Upgrade door furniture and latches	x	x			
Redecorate					
<u>Areas 4 and 5</u>					
Complete all carpentry work	x				
Plaster floor and provide floor coverings	x				
Provide fixed shelving	x				
Redecorate					
<u>Area 6</u>					
Replace floor coverings after first having plastered floor		x			
Ease all sashes and replace all faulty fasteners	x				
Provide and fit door checks and hold back hooks	x				
Upgrade door furniture and latches	x				
Redecorate					
<u>Area 7</u>					
Repair stores and fit locks to same	x				
Provide substantial doors to stores	x				
Upgrade storage areas and bag racks	x				
Repair damaged walls, and replace all previously patched areas	x				
Secure hand rail to stairs	x				
Plaster stairs, fill holes and provide and fit steel nosings	x				

+ L.M.

BLOCK 1 - Interior (cont'd) Area 12 (cont'd)	15.9.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
Provide GW glass to all doors Repair two broken windows Microphone cables to be permanently fixed Ease and repair doors to understage Provide door stop and hold back hook to door by stage		x x x x x				
Area 14 Repair folding door track gear Redecorate Resurface floor		x	x x			
Area 15 Provide new floor coverings Repair door jamb stop Refix door furniture		x x x				
Structural Upgrade Block to MWD standards				x		
Electrical Protect wiring to light switch in area 7 Secure batten fitting to ceiling in area 1 Fit cover to basement switchboard, provide legend and remove combustible material Fit cover to first floor switchboard and provide legend	x	x x x				
Upgrade lighting to state school standards in areas 3-6			x			
Mechanical Upgrade heating to state school standards in areas 3, 6 and 12			x			
Fire Protection Egress Provide alternative egress from area 7 by means of an exterior door adjacent to area 2 Rehang the exterior door from area 3 Rehang the exit door from the hall adjacent to the male toilet	x x x		x			

+ 9.07.

+ J. M.

BLOCK 1 (cont'd)Egress (cont'd)

Reduce the openings in the guard rail of the platform and steps outside area 15
 Replace and repair exterior timber guard rails, platforms and stairs as required
 Provide approved locks to exterior doors from area 7

Equipment

Provide and install 1x9 litre water CO2 extinguisher in area 7 adjacent to areas 3 and 6

Alarm

Install a low voltage fail safe system with one sounder and two call points in area 7 and one sounder and two call points in area 12

Emergency lighting

Install an emergency lighting system in area 12

BLOCK 2Exterior

Seal faulty ridge joints

Repair and realign all spouting

Provide new seal supports

Replace 11 base vents

Provide floor stops, door checks and retaining hooks to all exterior doors

Replace ridge capping and provide caps to ends of ridges

Repaint exterior including roof

Refix all loose brick sills

Close all gaps to under buildings from shelter sheds at areas 16A, 19A and 24A

Provide copper bands to downpipe on north side

Replace damaged downpipe south side of area 21

Repair or remove planter box by admin area

Repair base door frame area 24A

Reroof porch ways

15.9.82

x

x

x

x

x

x

31.3.83

31.3.84

31.3.85

31.3.86

31.3.87

x

x

x

x

x

x

x

x

x

x

x

x

x

x

BLOCK 2 (cont'd)	15.9.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<u>Interior</u>						
<u>Area 16</u>						
Replace furniture to door, repair lock, provide door check and cabin hook		x				
Replace faulty window catches		x				
Provide and fit all windows above dado height with operating gear		x				
Provide "Duralay" or similar floor covering with vinyl wet area						
Attend to leak in roof at NW corner and repair linings		x	x			
Repair sink bench cupboards		x				
Redecorate		x				
<u>Area 17</u>						
<u>Redecorate</u>						
<u>Area 18</u>						
<u>Provide A grade lino floor coverings or vinyl</u>			x	x		
<u>Redecorate</u>			x	x		
<u>Area 19</u>						
Replace all faulty window fasteners		x				
Provide and fit window operating gear to all windows above door height		x				
Replace door furniture, repair lock, provide door check and cabin hook		x		x		
Redecorate				x		
<u>Area 20</u>						
<u>Ease door to area 19</u>		x			x	
<u>Redecorate</u>						
<u>Area 21</u>						
<u>Repair damaged wall</u>		x				
<u>Redecorate</u>					x	
<u>Provide A grade floor lino coverings or vinyl</u>					x	
<u>Area 24</u>						
<u>Repair damaged lino bench top</u>		x				
Repair loose tap		x				
Replace faulty window fasteners		x				
Provide and fit window operating gear to all windows above door height		x				

+2.01.

	15.9.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<u>BLOCK 2 Interior (cont'd)</u>						
<u>Area 24 (cont'd)</u>						
Repair roof leak damage		x				
Resurface floor						
Provide and fit door check, retaining hook, door furniture and lock		x		x		
Redecorate			x			
<u>Area 25</u>						
Repair roof leak		x				
Redecorate			x			
<u>Area 26</u>						
Repair roof leak						
Replace exterior door, provide door check and retaining hook		x				
Redecorate		x				
Provide A grade lino floor coverings or vinyl			x x			
<u>Area 27</u>						
Redecorate (half cost to be met by Ed. board)						
<u>Area 30</u>						
Replace faulty window fasteners		x				
Repair defective zip boiler		x				
Redecorate						
<u>Structural</u>						
Brace longitudinal walls to MWD standards						
<u>Mechanical</u>						
Areas 16, 19, 23, 24, 27 and 30						
Upgrade heating to state school standards				x		
<u>Electrical</u>						
Upgrade lighting to state school standards in areas 16, 19, 23, 24 and 27						
Provide lighting to state school standards in areas 18, 21 and 26						
Provide time switch control to electric heaters in areas 16, 19 and 24						
Provide additional wall mounted socket outlet in area 23		x				

BLOCK 2 (cont'd)	15.9.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<u>Fire Protection</u> <u>Means of Egress</u> Remove the locks on the communicating doors between areas 16, 17, 24 and 27 Provide alternative egress from area 23 by means of exterior door	x					
<u>Fire Equipment</u> Provide 1x9 litre water CO ² fire extinguisher in area 29	x					
<u>Fire Alarm</u> Install a fail safe manual call point and bell in areas 18 and 26	x					
<u>General</u> Remove portable electric heaters Line ceilings with $\frac{1}{2}$ hour FRR material in areas 16A, 19A and 24A Remove equipment from area under area 25	x					
<u>BLOCK 3</u> Realign all spouting Fit new galvanised screens to windows Repaint all timber work Reglaze all broken and missing windows						
<u>Interior</u> <u>Area 31</u> Provide new toilet seats Replace rusted louvre fittings Repair aluminium partition by urinal Repair sprung timbers on exterior door Provide "Flecto" or similar seamless floor coverings Redecorate in high gloss enamel						

+9.11

x

+ J.M.

BLOCK 3 (cont'd)	15.9.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<u>Interior (cont'd)</u>						
<u>Area 32</u>						
Provide new toilet seats		x				
Provide new flue to saniburn incinerator		x				
Replace rusted louvre fittings		x				
Fix all handbasins securely		x				
Provide "Flecto" or similar seamless floor coverings		x				
Redecorate in high gloss enamel			x			
<u>Area 33</u>						
<u>Ease and repair doors</u>		x				
<u>Area 34</u>						
Provide new toilet seats		x				
Replace rusted louvre fittings		x				
Fix all hand basins securely		x				
Provide "Flecto" or similar seamless floor coverings		x				
Redecorate in high gloss enamel			x			
<u>Area 35</u>						
Provide new toilet seats		x				
Replace rusted louvre fittings		x				
Replace broken door jamb and repair door		x				
Provide "Flecto" or similar seamless floor coverings		x				
Redecorate			x			
<u>Area 36</u>						
<u>Ease and adjust door</u>						
<u>Structural</u>						
Replace block by 1989 with code facilities		x				
<u>Electrical</u>						
Provide separate earth and neutral busbar						
circuit legend and fully enclosing cover to						
switchboard		x				



+ J. M.

	15.9.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<u>BLOCK 4</u>						
<u>Exterior</u>						
Refix all loose brick sills and replace missing ones		x				
Screw fix all fibrolite to end walls, flash correctly and refix all loose and rotten battens		x				
Repair porches to areas 37 and 43			x			
Replace damaged downpipes and rainwater head on south side						
Replace broken base vents		x				
Fix downpipes securely at south west corner		x				
Flash fibrolite to bricks on all eight corners		x				
Replace 3 squares glass and reputty all faulty panes		x				
Replace timbers round hose reel cabinet		x				
Repaint complete exterior including roof		x				
Seal faulty ridge joints		x				
Replace ridge capping and provide caps to ends		x				
<u>Interior</u>						
<u>Area 38</u>						
Repair and resurface cork floor						
Repair sashes and replace faulty sash fasteners		x	x			
Fix roof leaks and repair walls and ceilings		x				
Provide window operating gear to all windows above door height		x				
Redecorate						
Provide door check and cabin hook						
<u>Area 39</u>						
Repair wall linings						
Repair and resurface floor		x				
Refix cornice		x				
Redecorate						
<u>Area 40</u>						
Resurface floor and redecorate room						
<u>Area 41</u>						
Provide new seat supports		x				

BLOCK 4 Interior (cont'd)	15.9.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<u>Area 42</u> Repair cork and resurface floor Fix loose taps Repair sashes and replace faulty sash fasteners Provide window operating gear to all windows above door height Repair faulty door lock, provide door check and cabin hook Redecorate		x x x x	x			
<u>Area 44:</u> Repair wall linings Repair and resurface floor Redecorate		x	x x x			
<u>Area 45</u> Resurface floor Redecorate <u>Structural</u> Brace longitudinal walls to MWD standards <u>Mechanical</u> Upgrade heating to state school standards in areas 38 and 42			x x x x x x	x		
<u>Electrical</u> Upgrade lighting to state school standards in areas 18, 39, 42 and 44 and provide separate earth and neutral busbar circuit legend and fully enclosing cover to switchboard			x			
<u>Fire Protection</u> <u>Means of Egress</u> Provide alternative egress from areas 38 and 42 by means of exterior doors and fit approved locks	x		x			
<u>Fire Alarm</u> Install a call point and sounder in areas 39 & 44	x					

BLOCK 5	15.9.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<u>Area 46</u> Remove steel from skimmer recesses and parapet and make good plaster Repaint pool Remove canopy Provide additional wires, clipped to mesh Fix fence to changing sheds Refix fence above gate Fix securely barbed wire on brackets above sheds Complete concrete retaining wall Re-set tile drains and spray for weeds Re-concrete mowing strip to RH side of pool Realign fence Relay concrete to entrance gate Provide store for pool chemicals		x x x x x x x x x x x x x	x			
<u>Areas 47, 48 and 49</u> Remove timber barge caps and provide galvanised barge moulds Repair broken fibrolite, east end Seal crack by window on north side Provide new spouting and downpipe and provide drainage Repaint whole of exterior including roof Clean out rubbish from behind buildings Reseath all doors Bird proof building		x x x x x x x x				
<u>Area 48 (Filter room)</u> Clean off plant rust treat and paint Raise cylinder off floor and bolt down motor Modify skimmer baskets to fit properly Provide one missing wire to skimmer Clear blocked inlet nozzle for correct circulation Connect backwash pipes to drainage system and repair faulty union joint		x x x x x x x				

+ J.M.

BLOCK 5 (cont'd)

Building Requirements

Provide the following by new construction or remodelling :

60m² of teaching area)

Resource workroom of 14m²

Library/multi purpose room of 56m²

Staffroom of 23m²

Staffkitchen of 4.5m²

Principals office of 11m²

School office of 8m²

Casualty/sick room of 9m²

1 STDU for female staff in Block 1 toilet

2009.5.17

33.33

31.3.84

31.3.85

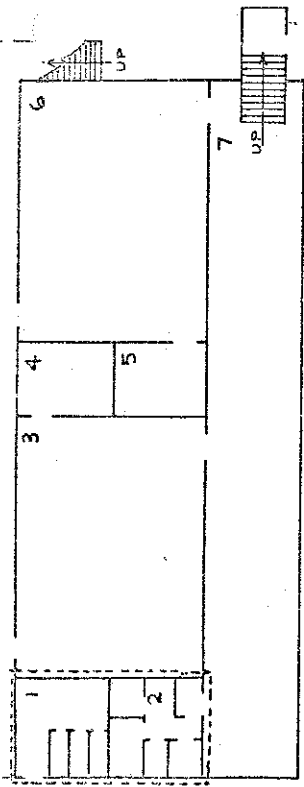
6000

31.3.87

✕

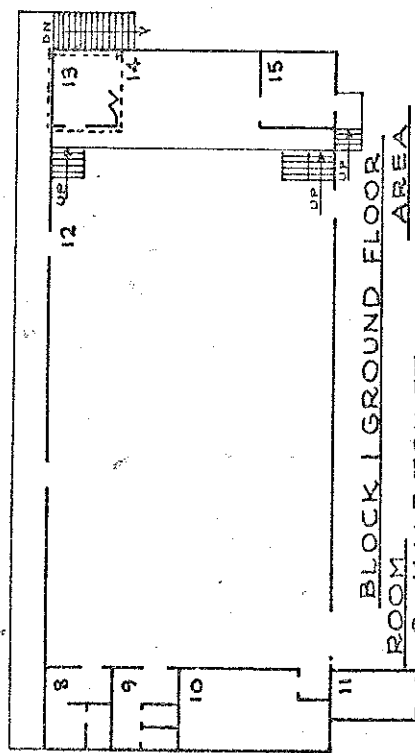
x

7.



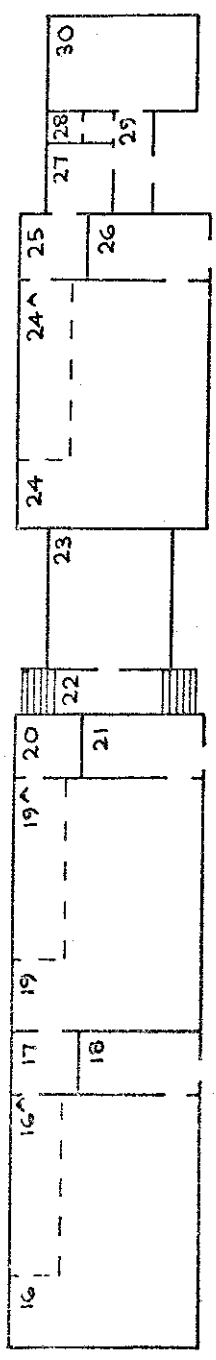
BLOCK 1 BASEMENT

ROOM	AREA
1 MALE TOILETS	
2 FEMALE TOILETS	
3 CLASSROOM	72.85m ²
4 STORE	10.8m ²
5 STORE	10.8m ²
6 CLASSROOM	72.85m ²
7 CORRIDOR	
<u>TOTAL AREA = 356.15m²</u>	



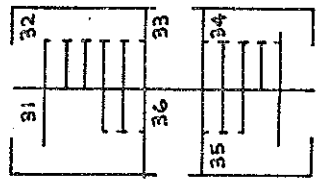
BLOCK 1 GROUND FLOOR

ROOM	AREA
8 MALE TOILET	17.84m ²
9 FEMALE TOILET	4.96m ²
10 KITCHEN	219.78m ²
11 STORE	7.28m ²
12 HALL	25.48m ²
13 SANCTUARY	7.84m ²
14 STAGE	
15 STORE	
<u>TOTAL AREA = 356.13m²</u>	



BLOCK 2

ROOM	AREA
16 CLASSROOM	71.54m ²
17 SHELTER UNDER	5.59m ²
18 STORE	71.54m ²
19 CLASSROOM	5.59m ²
19A SHELTER UNDER	5.59m ²
20 STORE	
21 CLASSROOM	
22 LANDING	
<u>TOTAL AREA = 365.5m²</u>	



BLOCK 3

ROOM	AREA
31 BOYS' TOILETS (STANDARDS)	6.6m ²
32 GIRLS' TOILETS (STANDARDS)	6.6m ²
33 STORE	
34 BOYS' TOILETS (INFANTS)	
35 GIRLS' TOILETS (INFANTS)	
36 STORE	
<u>TOTAL AREA = 81.60m²</u>	

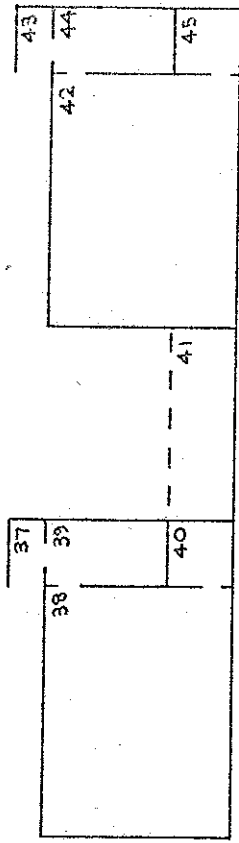
+ J.M.

DEPARTMENT OF EDUCATION

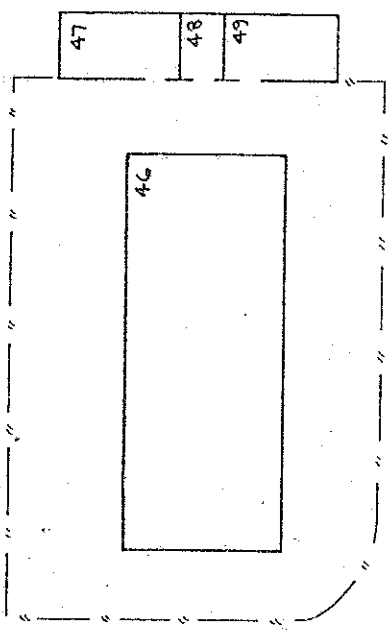
buildings division: integration of private schools

School: ST JOHN'S SCHOOL, MAIRANGI BAY

Drawing No:	Scale:
EIP 168 02	1:300
Date:	SHEET 2 OF 3 SHEETS
5 AUGUST 1980	Drawn: J.M.
Revision	



ROOM	AREA
37 PORCH	
38 CLASSROOM	71.54 m ²
39 CLOAKROOM	
40 STORE	5.59 m ²
41 SHELTER	
42 CLASSROOM	71.54 m ²
43 PORCH	
44 CLOAKROOM	
45 STORE	5.59 m ²
TOTAL AREA = 217.26 m ²	



ROOM	AREA
46 SWIMMING POOL	93.0 m ²
47 GIRLS CHANGE SHED	11.16 m ²
48 FILTER ROOM	3.84 m ²
49 BOYS' CHANGE SHED	11.16 m ²
TOTAL AREA OF SHEDS = 36.8 m ²	

+ J.M.

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

Drawing No:	EIP 168 03	Scale:	1:300
Date:	5 AUGUST 1980	SHEET 3 OF 3 SHEETS	
Revision		Drawn: <i>deg</i>	

FOURTH SCHEDULE

Schedule of staff appointments to St. Jean's School, Mairangi 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

Total Staff Entitlement of School	Principal to be Appointed under S.65 (1) (a) Private Schools Conditional Integration Act 1975	Number of Staff to be so Appointed	Director of Religious Studies to be Appointed under S.65 (1) (b) Private Schools Conditional Integration Act 1975 Scale A or B1 or Higher	Senior Teacher Junior Classes to be Appointed under S.65 (1) (d) Private Schools Conditional Integration Act 1975	Number of Staff to be so Appointed	Religious Instruction Positions of Importance Number of other teachers to be Appointed under S.65 (1) (c) of Private Schools Conditional Integration Act 1975	Number of Staff to be so Appointed (See Footnote No. 2 to this Schedule)	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	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:

- The above Schedule has been prepared for use when the staffing entitlement of the School alters at any time during the currency of this Deed of Agreement to enable the parties hereto by reference to the total staffing entitlement of the School in Column (1) hereof to determine the number of teaching positions at the School which in terms of Section 65 (1) (a), (b), (c) and (d) of the Private Schools Conditional Integration Act 1975 and Clauses 14, 15, 17 and 18 of this Deed carry a responsibility for Religious Instruction and require a willingness and ability to take part in Religious instruction or in terms of Section 66 of the Private Schools Conditional Integration Act 1975 require a particular capability in the teacher as described in Clause 19 of the Deed of Agreement. The Schedule to be read across from left to right.
- Column (5). Section 65 (1) (c) must apply to the number of other positions indicated in the Column and may be made up of teachers appointed under the Initial Appointments Scheme and or other permanent appointments. It is recommended that where the School has a total staffing entitlement of up to eleven there should be at least one appointed as a permanent Scale A Teacher and in schools with a total staffing entitlement of between twelve and fifteen there should be two appointed as permanent Scale A Teachers and in schools with a total staffing entitlement of between fifteen and twenty-one there should be at least three appointed as permanent Scale A Teachers.
- The School as at the effective date hereof has a staffing entitlement of Nine (9) teachers.