

THIS DEED OF AGREEMENT is made the 7 day of December, One thousand nine hundred and eighty-two (1982)

BETWEEN THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF PALMERSTON NORTH 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. Joseph's School, HASTINGS, (hereinafter referred to as "the School")
- B The School is a Roman Catholic Primary School for boys and girls from new entrants to Form Two (2) offering Education with a Special Character.
- C The School was established in 1889 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 boys and girls established for the Roman Catholic community of the Diocese of Palmerston North 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 Palmerston North.

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 Hawkes Bay 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 three hundred and fourteen (314) pupils as at the 1st 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 three hundred and thirty (330) 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 seventeen (17) 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 Palmerston North 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 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 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 boys and girls from new entrants to Form Two (2) 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 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. NEITHER the Minister nor the Controlling Authority shall be responsible for the maintenance of any of the stained glass windows in the school buildings.

27. THE Proprietor agrees to make available Area 50 of Block C more particularly delineated on the sketch plan of Drawing Number EIP227 03 forming part of the **Third Schedule** hereto for the use of the school until such time as the necessary remodelling and rebuilding work is completed in accordance with the **Third Schedule** hereto.

28. THE Proprietor agrees to maintain Area 50 of Block C more particularly described in **clause 27** so as to meet Department of Education and Ministry of Works and Development requirements during its period of

use by the School. The Controlling Authority shall be responsible for the running or operating costs associated with the use of the said Area 50 of Block C, in particular the power supply, water, sewerage, drainage and cleaning costs.

29. NEITHER the Minister nor the Controlling Authority shall be responsible for any maintenance of Blocks D, E, F, I and J in the period before these blocks are demolished in accordance with the **Third Schedule** hereto.

30. NEITHER the Minister nor the Controlling Authority shall be responsible for the maintenance of Block G more particularly shown on the plan forming part of the **Second Schedule** hereto until such time as the said Block G is shifted into its permanent position on the integrated site in accordance with the requirements of the **Third Schedule** hereto. The Proprietor agrees to maintain Block G so as to meet Department of Education and Ministry of Works and Development requirements until such relocation has taken place. The Controlling Authority shall be responsible for the running or operating costs associated with the said Block G during its period of use by the School before its relocation, in particular the power supply, water, sewerage, drainage and cleaning costs.

31. 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.

32. 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.

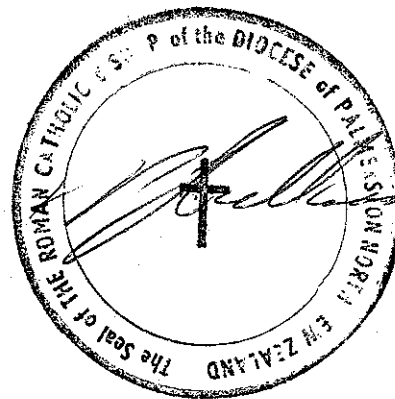
33. **THE** Minister shall subject to **clause 3(d) and (e), clause 26, clause 28, clause 29,** and **clause 30** of this Deed of Agreement after the effective date hereof maintain the School premises and the associated facilities in a state of repair order and condition as for a comparable State school under the same Controlling Authority and provide for the maintenance of the chattels as though the School were a State School. The School shall be entitled to such furniture and equipment as the Controlling Authority supplies from time to time to comparable State Schools.

34. **THE** effective date of this Deed of Agreement shall be the 8th day of December One thousand nine hundred and eighty-two (1982)

35. **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 PETER JAMES CULLINANE,
THE ROMAN CATHOLIC BISHOP OF
THE DIOCESE OF PALMERSTON
NORTH and sealed with his Seal of
Office in the presence of:-



A. Hogg
Private Secretary
34 Lynton Terrace
Palmerston North

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. Fokker
12 Hahira 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 Palmerston North situate in Eastbourne Street, Hastings, being known as **Sacred Heart of Jesus Church and Presbytery, and St. Joseph's School, Hastings**, and being more particularly described as follows and delineated in green on the plan forming part of the **Second Schedule** hereto.

FIRSTLY, All that freehold parcel of land containing 1.7920 hectares more or less situate in the City of Hastings being Lot 1 on Deposited Plan 16796 and being all the land in Certificate of Title Volume J3 Folio 593 (Hawkes Bay Registry)

SUBJECT TO: Fencing Covenant contained in Transfer 72457 (affects part only)

SECONDLY, An undivided two-fifths (2/5ths) share of that freehold parcel of land containing 276 square metres more or less situate in the City of Hastings and being Lot 6 Deeds Plan 506 and being all that land in Certificate of Title Volume J3 Folio 594 (Hawkes Bay Registry)

There are debts owing by the Proprietor to:

1. The Archdiocesan Development fund of the Archdiocese of Wellington and the Diocese of Palmerston North.
2. The Bank of New Zealand.

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 Block A and Block B more particularly delineated in blue on the annexed plan TOGETHER WITH a reservation in favour of those excepted portions of full rights of access inter se and of ingress and egress to and from Eastbourne Street and Heretaunga Street, Hastings.

ST JOSEPH'S SCHOOL, HASTINGS

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. All work is to be carried out by competent tradesmen or in a workmanlike manner to the Hawkes Bay Education Board standards.

AGREED PHASING OF WORK TO BE COMPLETED BY:

SITE	8.12.82	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
Upgrade boundary fences to education board standards						
<u>Sealed Areas</u>						
Patch broken areas of seal on north side of Block A			x			
Patch level and reseal the area from north east side of paved area to Heretaunga St by Blocks E, F and G			x			
Level and reseal at back of Block O			x			
Spray for weeds, patch holes and seal up to buildings at east end of Blocks N, O, P and Q			x			
Spray all sealed areas for weeds			x			
Clear blocked drain at north end of Block O		x				
<u>BLOCK L</u>						
<u>Exterior</u>						
Paint roof						
Fix spouting and replace downpipe at north end		x				
Clean gully trap and remove rubbish bag holder		x				
Repaint exterior						
Fix spouting and downpipe to south side		x				
<u>Interior</u>						
Line ceilings and walls						
Paint interior						
Replace wooden toilet seats with plastic type		x				

8.12.82	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>BLOCK L</u> Interior (continued) Replace door stile closing side and provide keeper plate Replace door jamb lockside of entrance door Structural Brace roof to MWD standards	x				
	x				
	x				
<u>BLOCK N</u> <u>Exterior</u> Replace all broken glass Replace skydome and repair leaks Paint roof		x			
		x			
<u>Interior</u> <u>Area 77</u> Remove glass panels and infill using ply panels and panelweave display surfaces Replace missing handles on cupboard doors Fit quadrant moulding to fill gap between all cupboards and floor Resurface or replace fixed chalkboard and replace stop on sliding boards Fix panel heater to wall Repair leak in skylight	x				
<u>Area 78</u> Repair top of entrance door Replace handles on cupboards Resurface or replace fixed chalkboard	x				
	x				
<u>Area 79</u> Replace door locks and furniture on cupboards Replace 1 damaged ply sheet and battens in joints Replace door stops in cupboards	x				
	x				
<u>Area 80</u> Repair leaks in roof Replace stop in sliding chalkboard Resurface or replace fixed chalkboard	x				
	x				

3.12.82	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
BLOCK N					
<u>Interior (continued)</u>					
<u>Areas 81-82</u>					
Repair leaking skydomes	x				
Fix loose hinge on cupboard door in area 81	x				
Check and ease windows as required	x				
Resurface or replace fixed chalkboard		x			
Ease sliding doors between areas 81-82	x				
Ease sticking cupboard door	x				
Replace door furniture on exterior door on south side	x				
<u>Areas 84-85</u>					
Clean carpet and restretch	x				
Nail down the door stops of door leading into area 79	x				
Replace zip water heater case		x			
<u>Area 88</u>					
Refit door	x				
Repair sick bed	x				
Fit new zip water heater cover	x				
<u>Area 89</u>					
Repair damaged tiles and lay additional tiles to wall		x			
Remove doors from fitting to meet education board requirements		x			
Repair cloak rail posts and fill in checkouts		x			
Varnish cupboard		x			
<u>Area 90</u>					
Repair damaged tiles and lay additional tiles to wall		x			
Fit striker plate on toilet door		x			
Ease sliding door and move stops	x				
Patch hole over water pipe	x				
<u>Area 91</u>					
Reglue tiles that have lifted		x			
Repair or replace stiles of glass door		x			
Repair skydome leak	x				
Resurface or replace fixed chalkboard		x			
<u>Structural</u>					
Strengthen in the longitudinal direction to MWD standards					
<u>Electrical</u>					
Replace rewirable fuses in switchboard with MCBs	x				
Insulate bare earth conductors	x				

	8.12.82	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<p><u>BLOCK N</u> <u>Electrical (continued)</u> Rearrange wiring to improve access Remount space heater on bracket in area 77 Renew flex connections to heaters Upgrade lighting to state school standards in areas 77, 78, 80-82 and 91</p>	x	x x				
<p><u>Fire Protection</u> <u>Means of Egress:</u> Replace locks on exterior exit doors serving areas 77-82 and 91 with a type that can be opened from the inside without the use of keys <u>Fire Alarm:</u> Install a manual fail safe system with bells and sounders as indicated by MWD officers</p>	x		x			
<p><u>Means of Egress:</u> Replace the locks on the communicating doors between areas 77-91, 77-78 and 80-81 with a type which allows egress from areas 78, 80 and 91 without the use of keys</p>	x					
<p><u>Fire Equipment:</u> Provide 2 hose reels of 25m x 12mm hose, one of each on the inside of areas 78 and 82 by the exterior doors Carry out service to equipment <u>Fire Protection General:</u> Provide ½ hour FRR linings to both sides of area 79 Provide ½ hour FRR linings to walls of areas 80 & 85</p>	x	x				
<p><u>BLOCK O</u> <u>Exterior</u> Reroof to replace existing which is breaking down</p>						
<p><u>Interior</u> Replace floor coverings Remove all laboratory equipment and make good walls and floor Line ceiling</p>			x			
<p><u>Structural</u> Strengthen building to MWD standards</p>			x			x

	8.12.82	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
BLOCK O (continued)						
<u>Electrical</u>						
Replace switchboard with MCB type of metalclad modular unit and relocate away from fume cupboard area						
Relocate existing switchsocket away from fume cupboard area			x			
Replace sub circuit TRS wiring			x			
Replace space heater TRS wiring			x			
<u>Fire Protection</u>						
<u>Means of Egress:</u>						
Replace lock on alternative egress door with a type that can be opened from the inside without the use of a key			x			
<u>Fire Equipment:</u>						
Provide a 25m x 12mm hose reel			x			
<u>Fire Protection General:</u>						
Provide permanent label "Main Gas Control Valve Inside" to cupboard containing main gas control			x			
Alarm:						
Link up to alarm system to be installed in Block N	x					
BLOCK P						
<u>Exterior</u>						
<u>Area 93</u>						
Paint roof and parapet		x x				
Renail roof						
<u>Interior</u>						
Replace rim lock in toilet						
Replace broken asbestos		x x				
Replace broken glass		x				
Repaint floor		x				
Fit overflow to new cistern		x				
Fit toilet roll holders		x				
BLOCK Q						
<u>Exterior</u>						
Replace all broken glass						
Repair brackets on spouting		x x				
Fit downpipe to wall on north west corner		x				
Clear blocked drains		x				

AGREED PHASING OF WORK TO BE COMPLETED BY

-23-

3.12.82 31.3.84 31.3.85 31.3.86 31.3.87 31.3.88

BLOCK QExterior (continued)

Rehang gate on south west end of entrance of

Eastbourne Street

Replace Tuck Shop Door

Paint roof

Repoint tile ridge where necessary

Replace fabric roof at northern end of area 106

InteriorArea 95

Ease all doors, ease gang windows and edge display board

Provide cupboard and shelving to education board standards

Area 96

Ease all doors and repair or replace stile on large door in front

Repair gang windows

Remove glass from east end of classroom and infill using ply panels and panelweave display surface on surfaces in both rooms

Provide edging to display board

Area 103

Replace damaged ceiling sheet

Ease all doors

Ease all windows

Provide edging to display board

Provide cupboard and shelving to education board standards

Replace chalkboard

Area 101

Remove glass and frame and infill using ply panel and panelweave display surfaces

Refix joints in ceiling where required

Area 107

Ease all windows

Structural

Ease to MWD standards

x
x
x
x
x

x

x

x
xx
xx
x
x

x

x
x
xx
x
x

x

-24-

31.3.88

Mechanical
Upgrade heating to state school standards in
areas 97, 100, 101 and 107

Electrical
Replace switchboard with a MCB type metalclad modular unit

X X X X X

Electrical General:
Repair faulty fluorescent fittings and replace faulty tubes

✕ ✕

✕ ✕

✕

Means of Egress

Install a 25m x 12mm fire hose reel located beside the front exit door from area 102

✕

✕ ✕ ✕ ✕

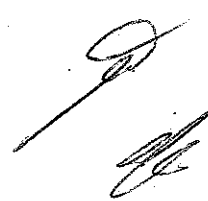
Enclose and smoke stop area 106 to a 1/2 hour FRR
Remove boiler and make good to surfaces

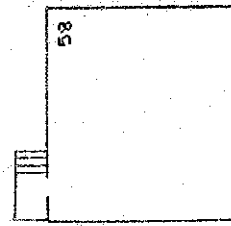
3

~~Link up~~ to alarm system to be installed in Block N

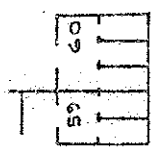
x

8.12.82	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<p><u>BLOCK Q (continued)</u> <u>Furniture and Equipment</u> Upgrade furniture in those areas noted by education board officers</p> <p><u>BUILDING REQUIREMENTS</u></p> <p>Relocate Block G Remove Block M Demolish Blocks D,E,F,I,J Provide by new construction or remodelling the following:</p> <p>Resource workroom of 28m² Junior resource workroom of 14m² Library/multipurpose room of 56m² Staffroom of 28m² Staff kitchen of 4.5m² Principal's office of 11m² School office of 8m²</p> <p>STDU for female staff toilets 4 WCs and 3 WHBs for girls toilets 6 WCs and 5 WHBs for boys toilets Storage for pool chemicals</p>	x				
	x				
	x				
		x			
		x			





BLOCK G
ROOM
 58 CLASSROOM 59.86m²

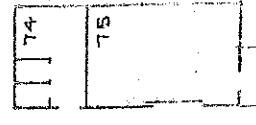


BLOCK H
ROOM
 59 BOYS TOILETS
 60 GIRLS TOILETS

TOTAL AREA = 119.66m²

AREA

45.02m²
 17.20m²

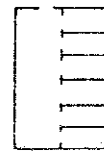


BLOCK L
ROOM
 74 BOYS TOILETS
 75 PHYS. EQUIP. STORE 20.88m²

-26-

TOTAL AREA = 37.24m²

BLOCK J
ROOM
 62 STORAGE SHED 20.06m²



BLOCK F
ROOM
 57 BOYS TOILETS

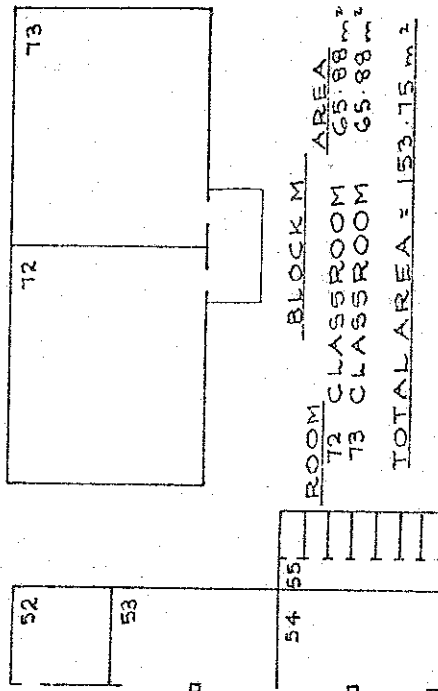
AREA
 16.83m²

DEPARTMENT OF EDUCATION

buildings division: integration of private schools

School: ST JOSEPH'S SCHOOL, HASTINGS

Drawing No:	Scale:
EIP 227 02	1:300
Date:	SHEET 2 OF 4 SHEETS
16 FEBRUARY 1981	Drawn: <i>les</i>
Revision	



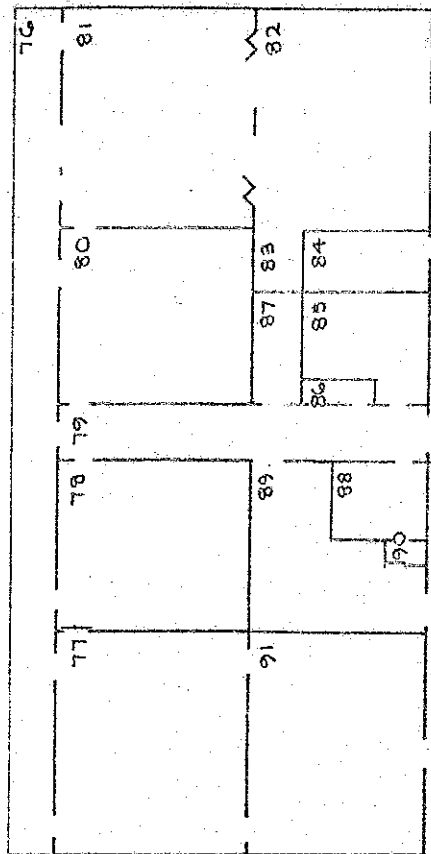
ROOM	AREA
72 CLASSROOM	65.88 m ²
73 CLASSROOM	65.88 m ²
TOTAL AREA	131.76 m²

ROOM	AREA
52 TUCK SHOP	12.60 m ²
53 SHELTER	
54 SHELTER	
55 GIRLS' TOILETS	
TOTAL AREA	82.99 m²

ROOM	AREA
56 SHELTER	30.60 m ²
TOTAL AREA	82.99 m²

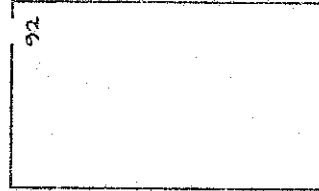
DEPARTMENT OF EDUCATION
 buildings division: integration of private schools
 School: ST JOSEPH'S SCHOOL, HASTINGS

Drawing No:	EIP 227 03	Scale:	1:300
Date:	17 FEBRUARY 1981		SHEET 3 OF 4 SHEETS
Revision	12 JUNE 1981	Drawn:	des



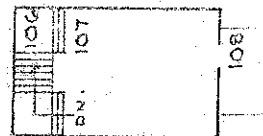
ROOM	AREA	ROOM	AREA
76 VERANDAH	61.13m ²	84 STORAGE	11.82m ²
77 CLASSROOM	48.04m ²	85 UTILITY ROOM	17.52m ²
78 CLASSROOM	48.04m ²	86 CLEANER	2.20m ²
79 CORRIDOR	61.13m ²	87 BOOK ROOM	8.36m ²
80 CLASSROOM	58.53m ²	88 SICK BAY	11.30m ²
81 CLASSROOM	58.53m ²	89 CLOAK ROOM	
82 CLASSROOM	58.53m ²	90 TOILET	
83 STORAGE	5.90m ²	91 CLASSROOM	58.53m ²

TOTAL AREA = 539.46m²



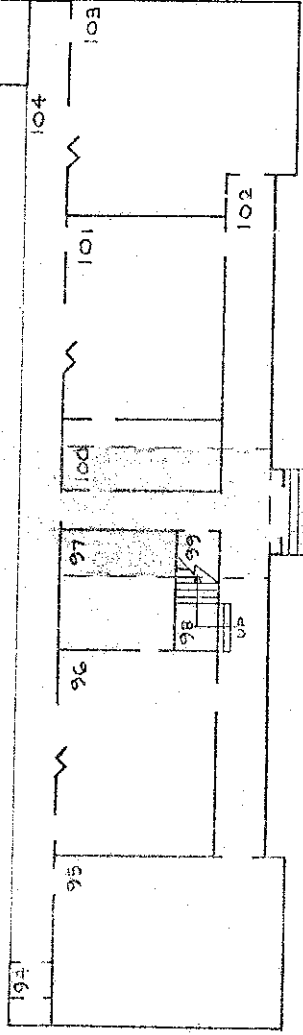
ROOM	AREA
92 SCIENCE LAB.	79.80m ²

ROOM 93 GIRLS' TOILETS 15.60m²



ROOM	AREA
106 STAIRS	30.66m ²
107 LIBRARY	30.66m ²
108	

TOTAL AREA = 45.60m²



ROOM	AREA	ROOM	AREA
94 STAFF TOILET	59.93m ²	100 TYPING	16.44m ²
95 SCIENCE LAB.	47.50m ²	101 CLASSROOM	47.50m ²
96 CLASSROOM	20.81m ²	102 CORRIDOR	66.10m ²
97 CLASSROOM	4.20m ²	103 CLASSROOM	
98 STAIRS		104 VERANDAH	
99 STORE		105 BOILER ROOM	7.80m ²

TOTAL AREA = 432.08m²

DEPARTMENT OF EDUCATION
buildings division: integration of private schools
School ST JOSEPH'S SCHOOL, HASTINGS

Drawing No:	EIP 227 04	Scale:	1:300
Date:	12 JUNE 1981		
Revision			
		SHEET 4 OF 4 SHEETS	
		Drawn: <i>LLS</i>	

FOURTH SCHEDULE

Under Sections 65(1) & 66 of the Private Schools Conditional Integration Act 1975 being special positions relating to the special character of the School

St. Joseph's School, HASTINGS

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

3. The School as at the effective date hereof has a staffing entitlement of eleven (11) teachers.

PRIVATE SCHOOLS CONDITIONAL INTEGRATION ACT 1975

Pursuant to Section 10 of the Private Schools Conditional Integration Act 1975, notice is given that a supplementary integration agreement has been signed between the Minister of Education on behalf of Her Majesty the Queen acting through the Manager, District Operations, Central East (Napier), Ministry of Education pursuant to delegated authority, and the Roman Catholic Bishop of the Archdiocese of Palmerston North as Proprietor of the following school:-

St Joseph's School, Hastings

The said supplementary integration agreement was executed on the 26th day of February 1990. Copies of the supplementary integration agreement are available for inspection without charge by any member of the public at the District Office of the Ministry of Education, Housing Corporation Building, Hastings Street, Napier.

Dated at *Napier* this *8th* day of *March* 1990



W R Richardson

for SECRETARY OF EDUCATION

Extract from *N.Z. Gazette*, 22 March 1990, No. 43, p. 955

Private Schools Conditional Integration Act 1975

Pursuant to section 10 of the Private Schools Conditional Integration Act 1975, notice is given that a supplementary integration agreement has been signed between the Minister of Education on behalf of her Majesty the Queen acting through the Manager, District Operations, Central East (Napier), Ministry of Education pursuant to delegated authority, and the Roman Catholic Bishop of the Archdiocese of Palmerston North as proprietor of the following school:

St Joseph's School, Hastings

The said supplementary integration agreement was executed on the 26th day of February 1990. Copies of the supplementary integration agreement are available for inspection without charge by any member of the public at the District Office of the Ministry of Education, Housing Corporation Building, Hastings Street, Napier.

Dated at Napier this 8th day of March 1990.

M. R. RICHARDSON, for Secretary of Education.

go3318
