

THIS DEED OF AGREEMENT is made the 14th day of
September 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, NEW PLYMOUTH, (hereinafter referred to as "the School")
- B The School is a Roman Catholic Primary School for boys and girls from new entrants to Standard Four (4) offering Education with a Special Character.
- C The School was established in 1908 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 Our Lady of the Missions. 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 Taranaki 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 twenty-five (225) pupils as at the 1st day of July, 1982, being the year when the roll figures were last

compiled. It is agreed by and between the parties hereto that the maximum roll of the School shall be two hundred and fifty (250) 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 thirteen (13) 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 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 boys and girls from new entrants to Standard Four (4) and shall remain so until such time as an agreement to a change in this organisation of the School is reached between the Proprietor and the Minister and the parties hereto enter into a supplementary Deed of Agreement to give effect thereto.

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

separated from the costs associated with the operation of the School premises, the Proprietor and the School Committee and/or the Controlling 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 accessways from Calvert Road, the water 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. 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 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.

28. 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.

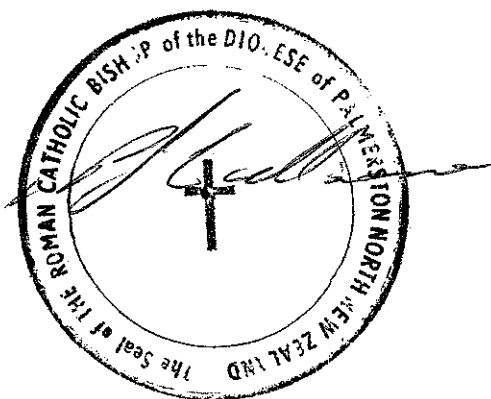
29. THE Minister shall subject to **clause 3(d)** and **(e)** and **clause 26** of this Deed of Agreement after the effective date hereof maintain the School premises and the associated facilities in a state of repair order and condition as for a comparable State school under the same Controlling Authority 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.

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

31. 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:-



*P. Honnor
Clerk
Enderston Hill
Wellington*

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

*M. J. Folker
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 Calvert Road, New Plymouth, being known as **St. Joseph's School, New Plymouth**, and being more particularly described as follows and delineated in green on the plan forming part of the **Second Schedule** hereto.

FIRSTLY, all that piece of land containing 2.1375 hectares more or less situate in the City of New Plymouth being Lot 2 on Deposited Plan No. 8909 and being part Section 3 Fitzroy District and being all the land comprised and described in Certificate of Title Volume A1 Folio 1234 (Taranaki Registry)

SUBJECT TO:

1. Order in Council No. 724 exempting Calvert Road fronting the within land from the provisions of (now) Section 128 of The Public Works Act 1928 subject to a Condition as to Building Line.
2. Transfer 289927 (Easement in Gross) Grant of the right to convey sewerage over part herein in favour of the New Plymouth City Council.

SECONDLY all that piece of land containing 1.0037 hectares more or less situate in the City of New Plymouth being Lot 19 on Deposited Plan No. 9209 and being part of section 3 Fitzroy District and being part of the land comprised and described in Certificate of Title Volume A1 Folio 1350 (Taranaki Registry)

SUBJECT TO:

1. Order in Council No. 724 exempting Calvert Road fronting the within land from the provisions of (now) Section 128 of The Public Works Act 1928 subject to a Condition as to Building Line.

2. Transfer No. 131523 Reservation of Stormwater Drainage and Pipeline Rights, subject to the provisions of Section 351E(a) of the Municipal Corporations Act 1954.
3. Transfer No. 131524 Reservation of Sewerage Drainage and Pipeline Rights, subject to the provisions of Section 351E(a) of the Municipal Corporations Act 1954.
4. Easement Certificate No. 132110 certifying further easements intended to be created by the operation of Section 90A of the Land Transfer Act 1952, subject to Section 351E(a) of the Municipal Corporations Act 1954.

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 G and the land immediately surrounding the same and the sealed area near the eastern boundary more particularly delineated in blue on the annexed plan TOGETHER WITH a reservation in favour of the non-integrating areas more particularly delineated in blue on the annexed plan of full rights of access inter se and of ingress and egress to and from those excepted portions over the access thereto shaded yellow on the annexed plan from and to Calvert Road, New Plymouth.

ST JOSEPH'S SCHOOL, NEW PLYMOUTH

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 buildings supervisor of the Taranaki 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 Taranaki 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	1.1.88
Remove rubbish heap on eastern boundary							
Fill in pot holes and depressions in grassed areas		x					
Spray grassed areas for weeds and regrass bare areas		x					
Topdress all grassed areas with fertiliser		x					
Repair retaining wall adjacent to Block G		x					
Replace incinerator with a type to education board standards			x				
Upgrade fencing to education board standards							
Topdress recently resealed portion of sealed area on south east boundary with coat of fine sand							
Spray above area for weeds and patch holes and cracks before topdressing		x					
Provide drain around court area into sump		x					
Spray sealed area in front of school buildings for weeds and repair holes and cracks		x					
Spray for weeds path between Blocks A and C and repair and seal holes and cracks							
Spray for weeds main accessway, patch holes		x					
Extend path adjacent to north side of Block F		x					
direct to street frontage and provide pedestrian gate		x					

AGREED PHASING OF WORK TO BE COMPLETED BY

SITE (contd)	15.9.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
Provide path on eastern side of Block A & B Extend concrete path from Devon St right of way to join up with sealed area		x x				
<u>BLOCK A</u> <u>Exterior</u> Replace all exterior hardboard sheathing with asbestos between north wall windows to areas 8 and 9 and above rear entrance to area 10 Replace double access doors to area 5 Replace spouting at toilets Realign PVC spouting as required Replace spouting on north side of area 10 Clear blocked downpipe at rear of area 11 Renew rotten fixing block to downpipe on south wall between areas 9 and 10 Replace barge covers to toilets Replace terminal vent including ball cage at rear of Area 2 Remove concrete wash handbasin at rear of Area 2 Clear blocked bubble fountain outside Area 3 Replace gate valve to water service at rear of toilets (Areas 14,15 and 16) Replace roof over access to toilets Fit ball cages to vents (3) over toilets Replace roof over Area 8 with long run iron Replace rotten timber on infill to bottom hopper sash in Area 4 (second sash from main entrance) Replace left hand style on top double hung sash at western end of area 3 Check timber on all sashes and repair where necessary Repair fixed louvres at western end at rear Check tile roof and replace all cracked and broken tiles and clear rubble from valleys. Repoint where necessary including valley to roof vents Repaint all sills		x x x x x x x x x x x x x x x x x x x x x x		x		

	15.9.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
BLOCK A Interior (contd)						
Area 6 and 7: Cover floor with sheet vinyl or other material to education board standards Check all windows for operational efficiency and renew sash cords as necessary Upgrade display boards to education board standard Replace all chalkboards Redecorate		x x	x			x
Area 8: Cover floor with sheet vinyl or other material to education board standards				x		
Area 9: Check all windows for operational efficiency and repair as necessary Repair or replace curtains Replace sinkbench Cover floor with sheet vinyl or other material to education board standards		x x x				x
Area 10: Cover floor with sheet vinyl or other material to education board standards Replace broken louvre fitting over entrance door on north side Replace cracked glass above door on south side Replace bench top Repaint ceiling		x x x				x
Area 11: Repair skylight leaks		x				
Area 12: Check all windows for operational efficiency and repair as necessary including replacement of sash cords Replace broken and cracked window glass Area 12A (foyer to toilets): Replace sill bars to both sets of egress doors Ease doors Redecorate		x x				

ST JOSEPH'S SCHOOL, NEW PLYMOUTH

AGREED PHAS 3 OF WORK TO BE COMPLETED BY

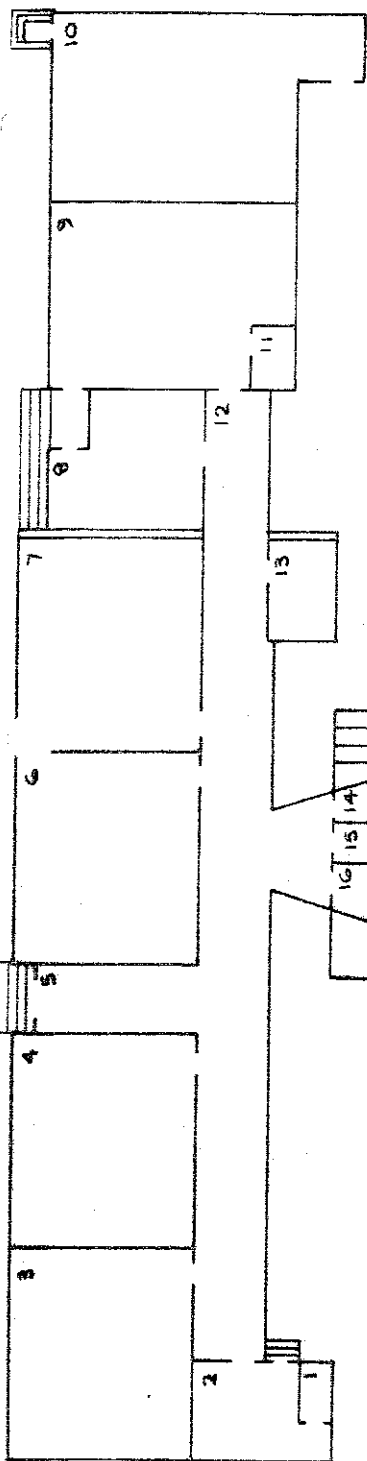
15.9.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<u>BLOCK A Interior (contd)</u>					
Area 13: Provide display board/notice board	x				
Areas 14 and 16: Redecorate		x			
Area 15: Replace catch to cubicle door Redecorate	x	x			
<u>Structural</u> Check rear wall between areas 2 and 13 and parapet and if necessary strengthen to MWD standards	x				
<u>Mechanical</u> Areas 2-4, 6-10 and 13: Upgrade heating to state school standards		x			
<u>Electrical</u> Replace main switchboard with larger modern type		x			
Area 1: Install light	x				
Areas 2-4, 6-8 and 13: Upgrade lighting to state school standard		x			
Areas 6 and 7: Provide an additional wall mounted socket outlet in each area and replace other outlets Fix PA system to walls of areas 3,4,6 and 7	x x				
Area 13: Relocate light switch from area 12 to area 13	x				
Areas 5 and 12: Upgrade lighting to state school standard and replace missing shade		x			

15.9.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
BLOCK A (contd)					
<u>Fire Protection</u>					
Fire Alarm/Class Change System:					
x					
Install a fail safe manual fire alarm system with call point and bell at area 6 and open switch in area 13					
x					
Fire Equipment:					
x					
Install a 25m x 12mm hose reel in area 12 opposite entrance to area 6					
x					
Install a 9 litre water gas extinguisher on a wall bracket in area 10					
x					
Service all fire fighting appliances					
BLOCK B					
<u>Exterior</u>					
Replace damaged weatherboard on south side of area 17					
x					
Replace all galvanised louvres to Area 17 and 22					
x					
Replace damaged window beads to fixed glazing Areas 17 and 22					
x					
Replace broken downpipe clip on north wall area 22					
x					
Remove short iron above skydome and extend apron flashing up to under ridging					
x					
Remove equipment etc stored under area 17					
x					
Paint all doors and sills					
x					
Complete exterior repainting including roofs (half cost to be met by education board)					
x					
Interior					
Area 17:					
x					
Cover floor with sheet vinyl or other material to education board standard					
x					
Check all windows for operational efficiency and repair as necessary					
x					
Repair chalkboards					
x					
Provide curtains to south wall windows					
x					
Renail loose pinex ceiling sheets					
x					

	15.9.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<u>BLOCK B Interior (contd)</u>						
Area 18:						
Ease all louvre windows		x				
Redecorate						
Area 19:						
Replace zip water heater		x	x		x	
Redecorate						
Area 20:						
Ease two cubicle doors and adjust catches		x				
Fit doorstops for cubicle doors		x				
Ease louvre windows		x				
Redecorate						
Area 21:						
Redecorate			x			
Area 22:						
Cover floor with sheet vinyl or other material to						
education board standards						
Provide curtains on south side and above sink-		x				
bench on north side		x				
Check all windows and repair as necessary		x				
<u>Structural</u>						
Brace bottom chord of trusses to MWD standards		x				
<u>Mechanical</u>						
Areas 17 and 22:						
Upgrade heating to state school standards			x			
<u>Electrical</u>						
Areas 17 and 20:						
Upgrade lighting to state school standards			x			
<u>Fire Protection</u>						
Fire Alarm:						
Link into proposed system for Block A with a call						
point and bell in area 21	x					

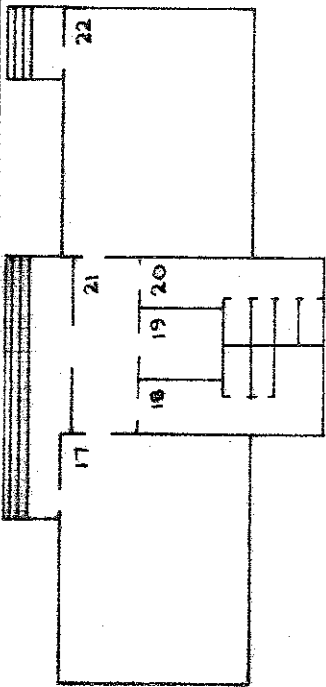
	15.9.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<u>BLOCK C</u> <u>Exterior</u>						
Fix additional foundation slats on south and west sides						
Replace rotten foundation slat on east wall		x				
Replace damaged weatherboard on north corner area 24		x				
Replace all galvanised louvres		x				
Replace weathering strip on main entrance door (north wall near stage)		x				
Raise sills to all doors and replace rusted steel bars		x				x
Replace cover to inspection pipe to stormwater drain at eastern end Area 24		x				
Clean out all stormwater gulleys and redirect drainage from downpipe on south side Area 23 to stormwater drainage		x				
Replace broken and missing gully gratings		x				
Replace corrugated aluminium roof with long run GC iron		x				
Remove all timber, rubbish etc from under building		x				
Complete exterior repainting including roof (half cost to be met by education board)		x		x		
<u>Interior</u>						
Areas 23 and 24:						
Sand and reseal timber floor		x				
Replace all water damaged ceiling sheets		x				
Remove borer infested wall linings and replace with ½ hour FRR material		x				
Treat timber framing for borer		x				
Reclamp and glue egress doors on north side and east bottom of doors		x				
Replace 2 sills on north wall		x				
Repair sill on west end of south wall		x				
Repair lighting in area 24		x				
Redecorate interior		x				

	15.9.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<u>BLOCK C Interior (contd)</u>						
<u>Electrical</u>						
Upgrade sub main to MWD standards in areas 23 and 24		x				
Upgrade lighting to state school standard in area 23 and 24		x	x			
Replace fluorescent light fitting in area 24		x				
Install 4 additional wall mounted socket outlets between areas 23 and 24		x				
Install an electric heating system to state school standard			x			
<u>Fire Protection</u>						
Provide fire retardant paint system when redecorating in areas 23 and 24		x				
Remove tower bolt from south egress doors and fit half latch set	x					
<u>BLOCK D</u>						
<u>Exterior</u>						
Provide storage area for storage of swimming pool chemicals		x				
<u>Mechanical</u>						
Area 27:						
Remove rust from filter tanks and then paint		x				
Bolt the pump to the floor		x				
Bolt both tanks to the floor and strap back to the wall		x				
<u>Electrical</u>						
Tidy up wiring around switchboard in area 27	x					
<u>BLOCK E</u>						
Spray for weeds, sealed areas and surrounds		x				



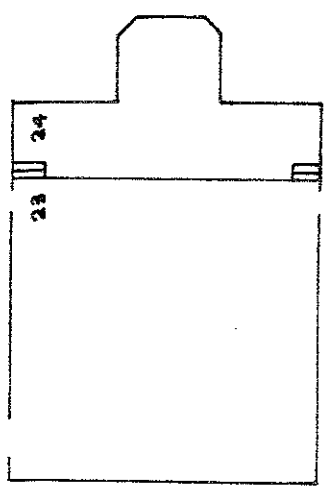
ROOM	AREA
1 STAFF TOILET	14.80 m ²
2 STAFF ROOM	59.86 m ²
3 CLASSROOM	59.86 m ²
4 ENTRANCE LOBBY	59.86 m ²
5 ENTRANCE ROOM	59.86 m ²
6 LIBRARY	30.50 m ²
7 CLASSROOM	65.09 m ²
8 CLASSROOM	65.84 m ²
9 STORE	4.32 m ²
10 CORRIDOR	10.36 m ²
11 PRINCIPAL	4.00 m ²
12 GIRLS' TOILETS	
13 BOYS' TOILETS	
14 STORE	

TOTAL AREA = 670.76 m²



ROOM	AREA
17 CLASSROOM	70.64 m ²
18 BOYS' TOILETS, CLOAKS	8.86 m ²
19 BOOK ROOM	
20 GIRLS' TOILETS, CLOAKS	
21 ENTRANCE FOYER	
22 CLASSROOM	70.64 m ²

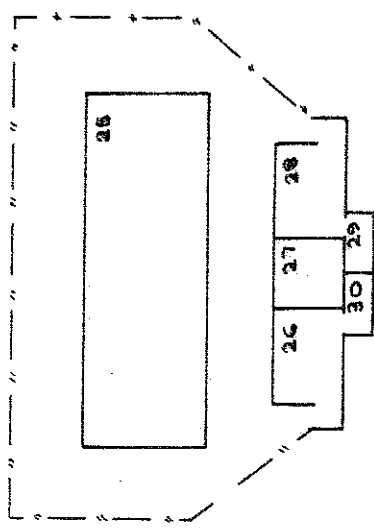
TOTAL AREA = 249.21 m²



ROOM	AREA
23 HALL	143.99 m ²
24 STAGE	47.79 m ²

TOTAL AREA = 193.46 m²

ROOM	AREA
25 SWIMMING POOL	68.00 m ²



ROOM	AREA
26 GIRLS' DRESSING	11.49 m ²
27 FILTER SHED	7.28 m ²
28 BOYS' DRESSING	11.49 m ²
29 BOYS' TOILET	
30 GIRLS' TOILET	

TOTAL AREA = 39.16 m²

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



Drawing No:	EIP 241 02	Scale:	1:300
Date:	30 MARCH 1991		
Revision			

SHEET 2 OF 2 SHEETS

Drawn: *zdg*

FOURTH SCHEDULE

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

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Total Staff Entitlement of School	Principal to be Appointed under S.65 (1) (a) Private Schools Conditional Integration Act 1975	Director of Religious Studies to be Appointed under S.65 (1) (b) Private Schools Conditional Integration Act 1975 Scale A or B1 or Higher	Senior Teacher Junior Classes to be Appointed under S.65 (1) (d) Private Schools Conditional Integration Act 1975	Religious Instruction Positions of Importance Number of other teachers to be Appointed under S.65 (1) (c) of Private Schools Conditional Integration Act 1975	Deputy Principal to be Appointed under S.66 Private Schools Conditional Integration Act 1975 Number of Staff to be so Appointed
	Number of Staff to be so Appointed		Number of Staff to be so Appointed	Number of Staff to be so Appointed (See Footnote No. 2 to this Schedule)	

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

NOTES:

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