

THIS DEED OF AGREEMENT is made the 31 day of  
MARCH, One thousand nine hundred and eighty-three (1983)

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

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

WHEREAS:

- A The Proprietor is the owner of **St. Joseph's School, OTAHUHU**  
(hereinafter referred to as "the School")
- B The School is a Roman Catholic Primary School for boys from new  
entrants to Standard Four (4) and girls from new entrants to Form  
Two (2) offering Education with a Special Character.
- C The School was established in 1916 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 Mercy. 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.

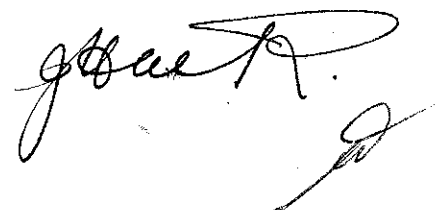
2. THE School's Special Character as is hereinafter described, shall incorporate the Education with a Special Character as provided in the School AND IT IS HEREBY AGREED AND DECLARED that the School shall at all times in the future be conducted and operated so as to maintain and preserve the School's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

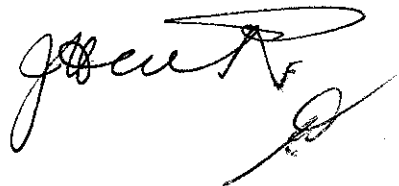
PROVIDED THAT

- (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

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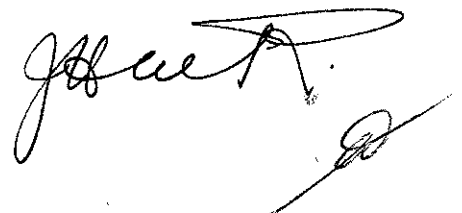
School premises and chattels are not required for school purposes and the School Committee shall not unreasonably or arbitrarily withhold its consent. The School Committee may require the Proprietor or other person or persons to pay a reasonable fee to the School Committee as a condition of such use.

- (ii) With the consent of the Proprietor, the School Committee may grant the use of the School premises and chattels to other person or persons at any time when the School premises and chattels are not required for School purposes and the Proprietor shall not unreasonably or arbitrarily withhold his consent. The School Committee may require any such person or persons to pay a reasonable fee to the School Committee as a condition of such use.
- (c) The Proprietor shall accept and meet the liability for all mortgages, liens and other charges upon the land and buildings comprising the School premises.
- (d) The Proprietor shall plan, pay for, and execute the improvements described in the **Third Schedule** hereto, to the School premises, so as to bring the School buildings and associated facilities forming part of the School premises up to the minimum standard for comparable State Schools prevailing at the effective date of this Deed of Agreement. Such improvements are to be carried out in accordance with the dates specified against such improvements in the **Third Schedule** hereto. The Proprietor shall upon completion of any improvements to the electrical services described in the **Third Schedule** hereto arrange for the local Electrical Supply Authority to inspect the School premises in terms of Regulation 45 of the Electrical Supply Regulations 1976.
- (e) The Proprietor shall plan, execute and pay for such capital works and associated facilities at the School as may be approved or required, from time to time, by the Minister pursuant to Section 40(2)(d) of the Private Schools Conditional Integration Act 1975.

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- (f) The Proprietor may own or hold upon trust, and control and maintain, any land, buildings and associated facilities that, although not part of the integrated School premises in terms of this Deed of Agreement are regarded by the Proprietor as appropriate to maintain the Special Character of the School.
- (g) The Proprietor shall insure all the buildings forming part of the School premises and the Proprietor's chattels (if any) owned or held upon trust for the purposes of the School and the other assets owned by the Proprietor for the purposes of the School against risks normally insured against, in some responsible insurance office in New Zealand, and further acknowledges the obligation on him created by Section 40(2)(h) of the Private Schools Conditional Integration Act 1975.
- (h) No person employed at the School and paid for his services in whole or in part out of moneys appropriated by Parliament, shall be paid by the Proprietor or his servants or agents any remuneration additional to that provided for by the Private Schools Conditional Integration Act 1975 or shall be granted or permitted any condition of service more favourable than that permitted in the case of a person employed in a comparable position in a State School **PROVIDED HOWEVER** that a teacher to whom the provisions of Section 71 of the Private Schools Conditional Integration Act 1975 apply, shall continue to be paid no less than the same salary, and be accorded the same status, as he received or was accorded on the day before the effective date of the integration of the School.

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

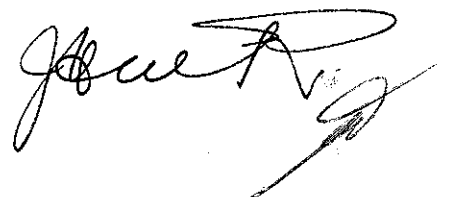


**5. THE** Special Character of the School is that it is a Roman Catholic School for boys and girls established by the Roman Catholic Bishop of the Diocese of Auckland for the Roman Catholic community of the Diocese of Auckland which promotes and supports the School and of which the School is part, to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

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

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

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



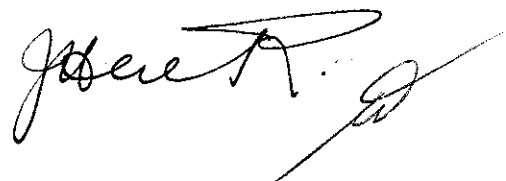
7. (a) THE Controlling Authority of the School shall be the Education Board of the Auckland Education District as constituted pursuant to Section 15 of the Education Act 1964.
- (b) The School shall be managed by a School Committee constituted pursuant to the provisions of Section 26 of the Private Schools Conditional Integration Act 1975. The School Committee shall consist of :-
- (i) One (1) member to be appointed by the Proprietor of the School;
- (ii) Eight (8) members to be elected by the parents of the children attending the School PROVIDED HOWEVER that in the event of the School roll altering at any time then the number of such members shall be fixed by ascertaining the number of members that a State School Committee would have, based on the current School roll in accordance with the provisions of the School Committees Administration Regulations 1965 and subtracting one from that number.
- (c) Any election conducted pursuant to Section 26 of the Private Schools Conditional Integration Act 1975 shall be conducted as nearly as possible in the manner prescribed by the School Committees Administration Regulations 1965 and any regulations made in amendment thereof or in substitution therefor and the provisions of those regulations shall, with any necessary modifications, be applied accordingly.
- (d) The control and management of the School shall be exercised subject to the provisions of Section 25(6) of the Private Schools Conditional Integration Act 1975.

**8. THE** School had a roll of two hundred and seventy-four (274) pupils as at the 30th September 1982, being the year when the roll figures were last compiled. It is agreed by and between the parties hereto that the maximum roll of the School shall be two hundred and eighty (280) pupils.

**9. THE** Proprietor agrees that pursuant to **paragraphs (d) and (e) of Clause 3** of this Deed of Agreement he will bring the School up to the minimum standard of accommodation laid down from time to time by the Director-General for a comparable State School.

**10. (a) PREFERENCE** of enrolment at the School under Section 29(1) of the Private Schools Conditional Integration Act 1975 shall be given only to those children whose parents have established a particular or general religious connection with the Special Character of the School and the Controlling Authority shall not give preference of enrolment to the parents of any child unless the Proprietor has stated that those parents have established such a particular or general religious connection with the Special Character of the School.

**(b)** In accordance with Section 7(6)(h) of the Private Schools Conditional Integration Act 1975, unless the Proprietor and the Controlling Authority otherwise agree and subject to places being available, the number of pupils whose parents do not have a preference of enrolment at the School in accordance with the provisions of Section 29(1) of the Private Schools Conditional Integration Act 1975 shall be limited at all times to fourteen (14) pupils out of the total roll of the School and the Controlling Authority shall not enrol more than that number **PROVIDED THAT** to maintain and preserve the Special Character of the School the Controlling Authority in classifying such pupils so enrolled shall endeavour to

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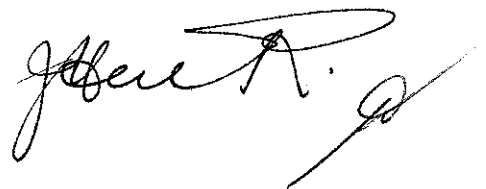
reasonably distribute them through the range of classes offered by the School.

- (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.

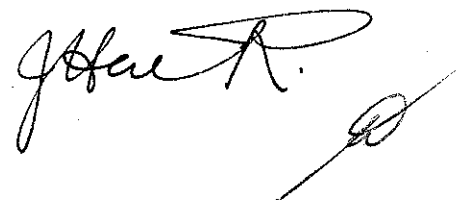




14. AN advertisement for the position of Principal of the School shall in accordance with Section 65(1)(a) of the Private Schools Conditional Integration Act 1975 state that a willingness and ability to take part in Religious instruction appropriate to the Special Character of the School shall be a condition 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.

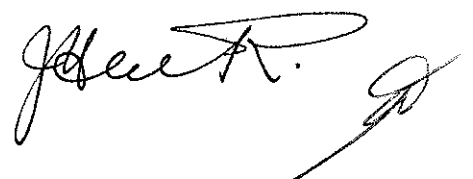
16. A person appointed as aforesaid to the position of Director of Religious Studies at the School shall undertake such teaching duties, if any, as may be required by the Principal of the School.



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



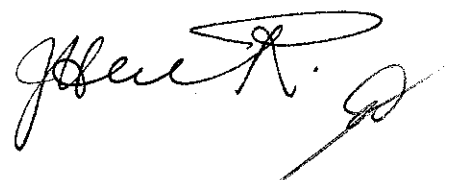
appointed, namely to assist in planning and organising the courses and programmes at the School to ensure that they reflect the Special Character of the School and an advertisement for the position of Deputy Principal shall state that possession of these capabilities shall be a condition of appointment. 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 boys from new entrants to Standard Four (4) and girls from new entrants to Form Two (2) and shall remain so

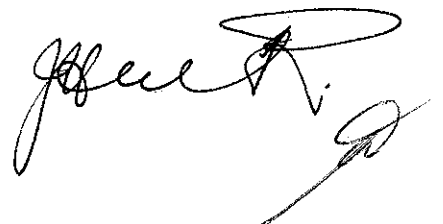
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until such time as an agreement to a change in this organisation of the School is reached between the Proprietor and the Minister and the parties hereto enter into a supplementary Deed of Agreement to give effect thereto.

**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 power supply and the sewerage system are 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. Where such services lie wholly or partly within the School premises, the Controlling Authority will do nothing to prevent the availability of those services to that part of the Proprietor's land and improvements which are not part of the School premises.

**26. THE** 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.

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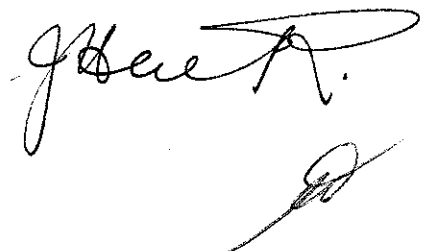
27. THE Proprietor shall reimburse the Minister for the payment of salary, wages and the proportion of School holiday pay due and paid by the Minister in respect of the 1983 School year to any person employed at the School up to the effective date of integration PROVIDED THAT the Proprietor shall not 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.

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

29. THE effective date of this Deed of Agreement shall be the 31st day of March One thousand nine hundred and eighty three (1983)

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

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



SIGNED by JOHN HUBERT MACEY )  
RODGERS Bishop Auxiliary and )  
Administrator of the Diocese of )  
Auckland and sealed with the Seal of )  
Office of the Diocese of Auckland in the )  
presence of:- )

*Director of Schools,  
218 Parnell Road,  
Auckland N.*

*+ John Rodgers*

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

*Mervyn Wellington*

*M. J. Fether  
12 Hohoria Road  
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 High Street, Otahuhu, Auckland, being known as **St. Joseph's School, Otahuhu**, and being more particularly described as follows and delineated in green on the plan forming part of the **Second Schedule** hereto.

All those parcels of land containing together 8094 square metres more or less being Lot 1 (one) and Lot 3 (three) of Section 8 (eight) of the Village of Otahuhu.

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

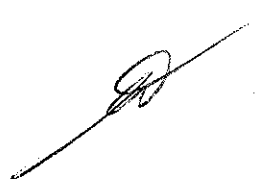
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## SECOND SCHEDULE

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.

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ST JOSEPH'S SCHOOL, OTAHUHU

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 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.

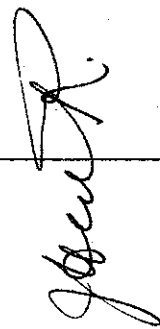
AGREED PHASING OF WORK TO BE COMPLETED BY

SITE	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>Fencing</u> Upgrade fencing to Education Board standards on the High Street and Church Street frontages, in the south east, south west and north east corners of site.					x	
<u>Grounds</u> Upgrade path at main entrance Upgrade the stormwater drainage system to AEB standards		x				
Upgrade paths between Blocks D, E and F Upgrade playfield			x	x		x
Reconstruct failed area of seal between Blocks B and C		x				
Upgrade sanitary drainage system to AEB standards Provide name panel and letterbox Provide new incinerator with cover and screen		x	x			x
<u>BLOCK B</u> <u>Exterior</u> Replace all split and rotten weather boards Provide and fit spouting to porch Repair broken base fibrolite Secure spouting and downpipe		x x x x				

*John A.*

31.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
BLOCK B (cont'd) <u>Exterior (cont'd)</u> Replace all rotten timber work, facings and barge Replace faulty scribes Replace balance of galvanised spouting Repaint exterior including roof	x				
	x				
<u>Interior</u> <u>Area 7</u> Provide and fit ceiling Provide and fit scribe to corner Replaster steps	x				
	x				
<u>Area 8</u> Securely fix sashes, provide and fit beading to gaps Replace missing and broken coat hooks Replace broken hand basin Replace both exit doors, provide and fit door checks and cabin hooks Fix loose door facings and stops Repair floor at centre where deteriorated Redecorate (half cost to be met by Education Board)	x				
	x				
<u>Areas 9 and 11</u> Provide door check and cabin hook Provide "Duralay" or similar floor covering with vinyl wet area to alternative egress door when provided Redecorate	x				
<u>Area 10</u> Provide door check and cabin hook Provide "Duralay" or similar floor covering with vinyl wet area to alternative egress door when provided Redecorate Provide display board to west wall.	x				

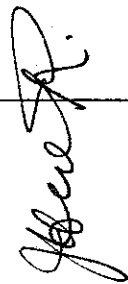
	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>BLOCK B (cont'd)</u>						
<u>Structural</u>						
<u>Stabilise walls to MWD standards</u>		x				
<u>Mechanical</u>						
<u>Areas 9 - 11</u>						
<u>Upgrade heating to state school standards</u>		x				
<u>Electrical</u>						
<u>Areas 8 - 11</u>						
<u>Upgrade lighting to state school standards</u>		x				
<u>Fire Protection</u>						
<u>Means of Egress</u>						
<u>Install alternative egress from areas 9 - 11</u>	x					
<u>by means of doors opening direct to the</u>						
<u>outside</u>						
<u>Fire Alarm</u>						
<u>Install a bell and 2 call points in area 8 and</u>	x					
<u>interconnect into proposed fail safe system</u>						
<u>for Block A.</u>						
<u>GENERAL</u>						
<u>Remove all portable heaters</u>	x					
<u>BLOCK C</u>						
<u>Exterior</u>						
<u>Replace all split weatherboards and rotten</u>						
<u>timbers</u>						
<u>Replace rusted spouting</u>		x				
<u>Repaint exterior</u>		x				
<u>Replace wooden capping boards</u>		x				
<u>Fill nail holes in roof, clean and repaint</u>		x				
<u>Repair defective ridge joints</u>		x				
<u>Interior</u>						
<u>Area 12</u>						
<u>Scrape clean, rust treat and paint steel brackets</u>						
<u>to roof supports</u>		x				
<u>Repaint with exterior</u>		x				

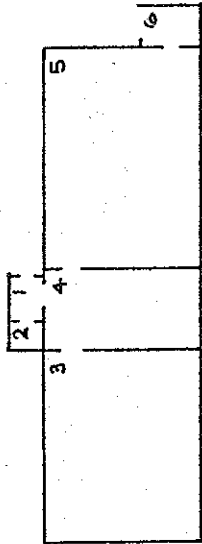


BLOCK C - Interior (cont'd)	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>Area 13</u> Provide and fit latch furniture, door checks and retention hooks to exterior door Replace floor coverings Repair walls to right of hand basins		x			x	
<u>Areas 16 and 17</u> Redecorate in high gloss enamel		x				
<u>Area 20</u> Repair broken and faulty louvre fittings		x				
<u>Area 21</u> Provide and fit new flush door to passage, fit door check and cabin hook Redecorate (half cost to be met by Education Board) Provide and fit window operating gear to all windows above door height		x				x
<u>Area 22</u> Provide and fit new flush door to passage, fit door check and cabin hook Provide "Duralay" or similar floor covering with vinyl wet area Provide and fit catches and handles to cupboards Repair leaking roof at passage wall Redecorate (half cost to be met by Education Board) Provide and fit window operating gear to all windows above door height		x			x	x
<u>Area 23</u> Provide "Duralay" or similar floor covering with vinyl wet area Provide and fit new flush door to passage Provide and fit door check and cabin hook Provide and fit catches and handles to cupboards Redecorate (half cost to be met by Ed. Board) Provide and fit window operating gear to all windows above door height		x				x
Structural Brace longitudinal walls to correct ceiling sag to MWD standards				x		

BLOCK C (cont'd)	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>Electrical</u> <u>Earthing:</u> Ensure the earth connection point is readily accessible Measure the earth resistance. Details of the earth connection location and measured valve must be permanently fixed inside the switch-board cover		x				
<u>Reticulation</u> Upgrade the submains and provide an earth continuity conductor in the new circuit which must be run underground. Replace switch-board with a more suitable type to allow for additional heating load.		x				
<u>Area 20</u> Provide circuit legend and upgrade earthing to switchboard Provide flush plate to disused electrical box Upgrade lighting to state school standards in areas 14, 18 - 23	x	x	x			
<u>Mechanical</u> Upgrade heating to state school standards in areas 14-16, 18, 20 - 23		x				
<u>Fire Protection</u> Install 2 call points and a bell in area 13 interconnected to the proposed low voltage fail safe system for Blocks A and B	x					
<u>Means of Egress</u> Provide alternative egress from area 20 - 23 by means of doors opening direct to the outside.	x					
<u>General</u> Remove all portable heaters <u>Fire Equipment</u> Provide a 9-litre water CO <sub>2</sub> extinguisher adjacent to area 20	x	x				

BLOCK F (cont'd)	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
Paint exterior including roof  <u>BUILDING REQUIREMENTS</u> Provide the following by new construction or remodelling : Classroom area of 60m <sup>2</sup> ) Classroom area of 120m <sup>2</sup> ) Additional staffroom area of 5m <sup>2</sup> ) Library/multi purpose room of 56m <sup>2</sup> ) School office of 8m <sup>2</sup> ) Storage of 10m <sup>2</sup> ) 9 WCs, 5 WHB's and 1 STDU for girls ) 5 WCs, and 3 WHB's for boys ) 1 WC, 1 WHB and 1 STDU for staff ) Demolish Blocks A, D and E )	x	x		x	x	x

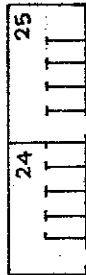




BLOCK A  
ROOM AREA

1	ENTRANCE	
2	TOILET	
3	CLASSROOM	47.72 m <sup>2</sup>
4	CLOAKROOM	
5	CLASSROOM	47.72 m <sup>2</sup>
6	ENTRANCE	

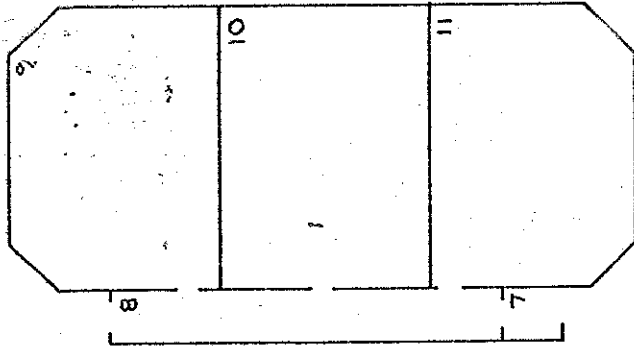
TOTAL AREA = 127.04 m<sup>2</sup>



BLOCK D

<u>ROOM</u>	
24	GIRLS' TOILETS
25	BOYS' TOILETS

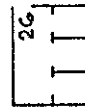
TOTAL AREA = 36.40 m<sup>2</sup>



BLOCK B  
ROOM AREA

7	ENTRANCE	
8	CORRIDOR	68.37 m <sup>2</sup>
9	CLASSROOM	71.61 m <sup>2</sup>
10	CLASSROOM	68.37 m <sup>2</sup>
11	CLASSROOM	

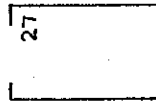
TOTAL AREA = 253.48 m<sup>2</sup>



BLOCK E

<u>ROOM</u>	
26	TOILETS

TOTAL AREA = 12.0 m<sup>2</sup>



BLOCK F  
ROOM AREA

27	SHED	21.6 m <sup>2</sup>
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BLOCK C  
ROOM AREA

12	ENTRANCE	
13	CORRIDOR	10.32 m <sup>2</sup>
14	PRINCIPAL	27.67 m <sup>2</sup>
15	STAFF ROOM	7.50 m <sup>2</sup>
16	SICK ROOM	23.56 m <sup>2</sup>
17	TOILET	9.5 m <sup>2</sup>
18	RESOURCE	26.6 m <sup>2</sup>
19	STORE	71.81 m <sup>2</sup>
20	LIBRARY	71.81 m <sup>2</sup>
21	CLASSROOM	71.81 m <sup>2</sup>
22	CLASSROOM	
23	CLASSROOM	

TOTAL AREA = 348.54 m<sup>2</sup>

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

Drawing No:

EIP 161 02

Date:

14 JULY 1980

Revision

Scale:

1:300

SHEET 2 OF  
2 SHEETS

Drawn: *LES*

# FOURTH SCHEDULE

Schedule of staff appointments to St. Joseph's School Otahuhu

under Sections 65(1) & 66 of the Private Schools Conditional Integration Act 1975 being special positions relating to the Special Character of the 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
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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

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## 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**