

THIS DEED OF AGREEMENT is made the 27 day of January, One thousand nine hundred and eighty-three.  
(1983)

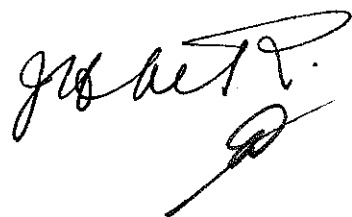
BETWEEN THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF AUCKLAND a Corporation Sole (hereinafter with his successors referred to as "the Proprietor") of the first part

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, PUKEKOHE, (hereinafter referred to as "the School")
- B The School is a Roman Catholic Primary School for girls and boys 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 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.

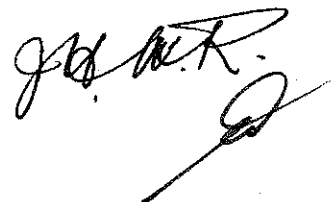
2. THE School's Special Character as is hereinafter described, shall incorporate the Education with a Special Character as provided in the School AND IT IS HEREBY AGREED AND DECLARED that the School shall at all times in the future be conducted and operated so as to maintain and preserve the School's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

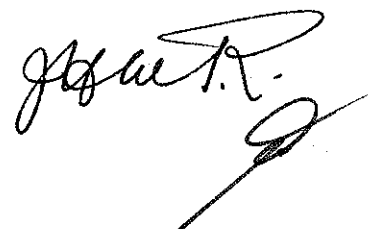
PROVIDED THAT

- (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

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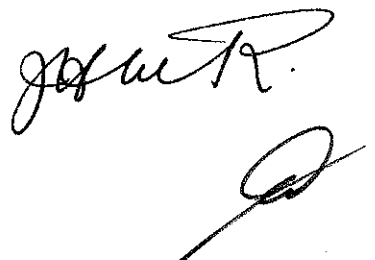
purposes and the School Committee shall not unreasonably or arbitrarily withhold its consent. The School Committee may require the Proprietor or other person or persons to pay a reasonable fee to the School Committee as a condition of such use.

- (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.

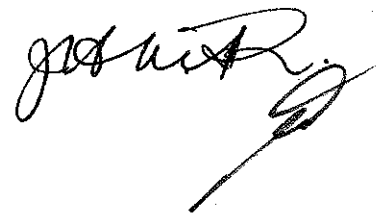
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**5. THE** Special Character of the School is that it is a Roman Catholic School for boys and girls established by the Roman Catholic Bishop of the Diocese of Auckland for the Roman Catholic community of the Diocese of Auckland which promotes and supports 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 nineteen (219) pupils as at the 30th day of September 1982, being the year when the roll figures were last

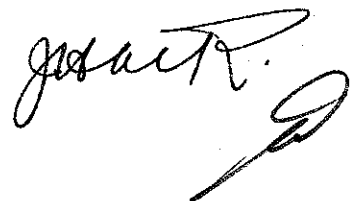


compiled. It is agreed by and between the parties hereto that the maximum roll of the School shall be two hundred and forty (240) pupils.

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

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

**(b)** In accordance with Section 7(6)(h) of the Private Schools Conditional Integration Act 1975, unless the Proprietor and the Controlling Authority otherwise agree and subject to places being available, the number of pupils whose parents do not have a preference of enrolment at the School in accordance with the provisions of Section 29(1) of the Private Schools Conditional Integration Act 1975 shall be limited at all times to twelve (12) pupils out of the total roll of the School and the Controlling Authority shall not enrol more than that number **PROVIDED THAT** to maintain and preserve the Special Character of the School the Controlling Authority in classifying such pupils so enrolled shall endeavour to reasonably distribute them through the range of classes offered by the School.

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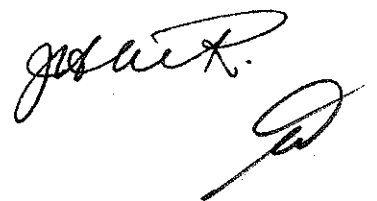
- (c) Wherever any difficulty arises related to enrolment at the School in terms of Section 54 of the Private Schools Conditional Integration Act 1975, it may be referred to the Controlling Authority of the School pursuant to the provisions of the said section.

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.

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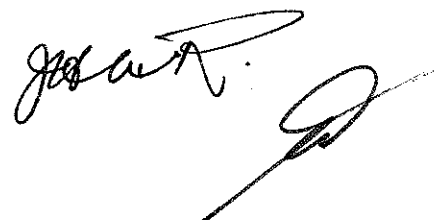


The Principal so appointed shall accept and recognise a responsibility to maintain and preserve the Special Character of the School.

**15. THERE** shall be a position 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

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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 one (1) other teaching position at the School which in accordance with Section 65(1)(c) of the Private Schools Conditional Integration Act 1975, shall be a position of importance carrying a responsibility for Religious instruction 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 this position shall accept these requirements as a condition of appointment **PROVIDED HOWEVER** that in the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement then the number of teaching positions designated under Section 65(1)(c) of the Private Schools Conditional Integration Act 1975 as positions of importance carrying a responsibility for Religious instruction shall be determined in accordance with the then current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder and as is more particularly described in the **Fourth Schedule** hereto.

**19. THE** position of Deputy Principal at the School is agreed pursuant to Section 66 of the Private Schools Conditional Integration Act 1975 to be a special position that requires particular capabilities in the teacher appointed, namely to assist in planning and organising the courses and programmes at the School to ensure that they reflect the Special Character of the School and an advertisement for the position of Deputy Principal shall state that possession of these capabilities shall be a condition of appointment. Any person so appointed to the position of Deputy Principal shall accept these requirements as a condition of appointment.

**20. THE** Proprietor may with the consent of the Controlling Authority in accordance with Section 69(1) of the Private Schools Conditional Integration Act 1975 arrange for any retired teacher to undertake voluntary tasks to assist in the School with the teaching of Religious observances and Religious instruction appropriate to the Special Character of the School.

**21. IT** is agreed by and between the parties hereto that as Religious observances and Religious instruction form part of the Education with a Special Character provided by the School the Proprietor may employ any person as a Chaplain or otherwise, for the purposes of Religious observances or instruction and the provisions of Section 69(2) and (3) of the Private Schools Conditional Integration Act 1975 shall apply.

**22. THE** Proprietor of the School shall have the right to enter into an Agreement with the parents or other persons accepting responsibility for the education of a child providing that, as a condition of enrolment and attendance of that child at the School, the parents or other persons shall pay attendance dues established in respect of the School or group of Integrated Schools owned by the Proprietor or Proprietors of other Roman Catholic Integrated Schools at such rates and subject to such conditions as may be approved from time to time by the Minister, by notice in the New Zealand Gazette in accordance with Section 36 of the Private Schools Conditional Integration Act 1975.

**23. THE** School is a Primary School for girls and boys from new entrants to 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. 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** 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 agrees to maintain Block A and Block C more particularly delineated on the plan forming part of the **Second Schedule** hereto so as to meet Department of Education and Ministry of Works and Development requirements until such time as the said Blocks are replaced or remodelled in accordance with the **Third Schedule** hereto. The Controlling Authority shall be responsible for the running or operating costs associated

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with the use of the said school buildings, in particular the power supply, water, sewerage, drainage and cleaning costs.

**28. 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.

**29. 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.

**30. THE** Minister shall subject to **clause 3(d)** and **(e)** **clause 26** and **clause 27** 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.

**31. THE** effective date of this Deed of Agreement shall be the 1st day of February One thousand nine hundred and eighty-three (1983)

32. 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.

*John T. R.*

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:- )

*Brown*  
Director of Schools,  
218 Parnell Road,  
Auckland. 1.

*John Rodgers*

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

*Mervyn*

*M. J. Fokke*  
12 Huhirua Road  
Hataitai, Wellington  
(Private Secretary)

## FIRST SCHEDULE

Description of total land, buildings and other improvements comprising the Proprietor's land of which the School premises form part

### The Proprietor's Land

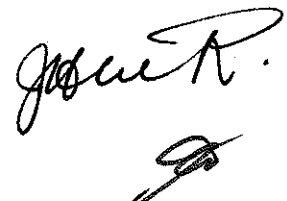
All that land, buildings and other improvements owned by the Roman Catholic Bishop of the Diocese of Auckland situate in Seddon Street, Pukekohe, being known as **St. Joseph's School, Pukekohe**, and being more particularly described as follows and delineated in green on the plan forming part of the **Second Schedule** hereto.

**FIRST** all that freehold parcel of land containing 1.1038 hectares more or less being part Lot 1 and Lot 2 Deposited Plan 13781 being part Allotments 22A and 22B of Section 1 Parish of Pukekohe and being all the land in Certificate of Title Volume 50C Folio 1078 (Auckland Registry)

**SECONDLY**, all that freehold parcel of land containing 2618 square metres more or less being part Allotment 145 Section 1 Suburbs of Pukekohe and being all the land in Certificate of Title Volume 49A Folio 902 (North Auckland Registry)

**THIRDLY**, all that freehold parcel of land containing 6103 square metres more or less being Lot 1 Deposited Plan 17181 and being part Allotment 22B of Section 1 Parish of Pukekohe and being all the land in Certificate of Title Volume 31D Folio 934 (North Auckland Registry)

**FOURTHLY**, all that freehold parcel of land containing 827 square metres more or less situated in the Borough of Pukekohe being all the land on a plan deposited in the Land Registry at Auckland as No. 28169 and being part Allotment 22B of Section 1 Parish of Pukekohe and being all the land in Certificate of Title Volume 713 Folio 315 (Auckland Registry)





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

*John R.*

*[Signature]*

## 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 the grave more particularly delineated in blue on the annexed plan.

*John A.*

*[Signature]*

# ST JOSEPHS SCHOOL, PUKEKOHE

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

### THIRD SCHEDULE

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

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 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.

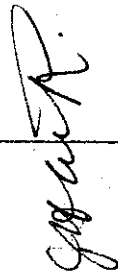
#### AGREED PHASING OF WORK TO BE COMPLETED BY:

SITE	1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
Provide and upgrade boundary fences to Education Board standards		x				
Provide a connecting path between the sealed areas around Blocks D and E and the existing pedestrian access		x			x	
Provide off street parking, on South end of Block "B" off Seddon Street						
Clean up rubbish in corner of site near end of Block "C"		x				
Provide incinerator to Education Board standard		x				
Re-build concrete steps N.E. end of Block "A" and provide safety rails across top of steps, closing off at least half.			x			
Provide stormwater drainage from Block "E" connected to stormwater system				x		
Re-set concrete block nib wall to swimming pool fence		x				
Provide drainage from Block "C" downpipes and connect to stormwater system		x				
Upgrade fencing round Block "C" to state school standards					x	
Provide channel to east side of Block "C" and connect same to stormwater system, via a cesspit						
Provide field tile drain to path on south end of Block "B", and discharge to soak pit.		x				
		x				

*[Signature]*

SITE (cont'd)	1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
Provide concrete channel along path on Seddon Street side of Block B and discharge into stormwater system via cesspits. Provide a metal water meter box cover, and fit a stop valve on school side of meter Provide channel to lower side of courts and discharge into stormwater system via cesspits Provide grating to gully trap Block "E" Remove existing steps and regrade bank at end of Block "D" Provide garden areas around trees on north side of Block D where damaging paving Form channels to North and East sides of Block "D" and discharge into stormwater system via cesspits Upgrade playing field areas to state school standards		x x x x x x x				
<u>BLOCK A</u>						
<u>Exterior</u>						
Remove disused chimneys and replace roofing			x			
Replace all metal frame windows			x			
Replace all spouting and downpipes			x			
Repair basement doors		x				
Replace all rotten timbers and repair fibrolite panels		x	x			
Repair main exterior steps		x				
Replace all broken base vents		x				
Replace exit doors at rear. Provide door check and hold back hooks			x			
Repair main exit doors. Provide door check and hold back hooks. Improve security.			x			
Upgrade drinking fountains		x				
Provide cover to gully trap and secure waste pipe		x				
Repoint faulty brickwork		x				
Repaint exterior			x			
<u>Interior</u>						
<u>Area 9</u>						
Replace door to area 10. Fit door check, hold back hook and upgrade hardware		x				
Upgrade chalkboard and display panel			x			
Replace floor coverings						
Repair walls and ceilings						

	1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>BLOCK A</u> Interior <u>Area 9 (cont'd)</u> Redecorate Secure electric radiator  Area 10 Repair vinyl floor coverings Replace broken hand basin Repair bench top and cupboards Provide ducts to electrical cables Redecorate	x			x		
Area 11 Replace broken pan and hand basin Provide indicator bolt and upgrade door hardware Redecorate		x x		x		
Area 12 Upgrade door hardware Repair double hung sash cords, and improve security Repair walls and ceiling Redecorate		x x		x x		
Area 13 Repair door and frame to Area 10. Upgrade hardware, fit door check and hold back hook Secure electric radiator Upgrade chalkboard and display panel Replace floor coverings Repair walls and ceiling Redecorate	x	x	x	x x		x
Fire Protection Provide secondary egress from areas 9 and 13	x					
<u>BLOCK B</u> Exterior Replace balance of spouting and D.Ps and paint Replace double doors to Areas 19 and 20 Repair joinery frame to west side Area 19. Upgrade hardware to both sets double doors Areas 19 and 20		x x x	x			

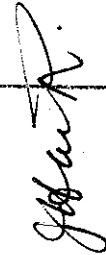


	1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
BLOCK B Exterior (cont'd) Repair skylights Replace hinges to top hung sashes Ease and repair, replace hinges exterior door to Area 16		x	x			
Repair and provide cleaning eye to waste from Area 16 Provide round grating and fix down D grate GT Area 14 Repaint exterior including roof		x x x	x			
Interior Area 1 Provide ceiling, repair insulation Provide lino floor coverings Provide wall linings and complete shelving		x x				
Area 2 Repair sides of stair treads, and provide protective strip Redecorate (half cost to be met by Education Board)		x				x
Area 3 Upgrade all window stays and fasteners Repair top hung sashes to corridor Redecorate (half cost to be met by Education Board) Fit door check and hold back hook to door to Area 7 Upgrade door hardware		x x x x				x
Areas 4, 5 & 6 Redecorate (half cost to be met by Education Board)						x
Area 7 Repair joints in vinyl Redecorate (half cost to be met by Education Board) Repair steps and risers to Area 10.		x x				x
Area 8 Upgrade all window stays and fasteners Repair top hung sashes to corridor Redecorate (half cost to be met by Education Board) Fit door check and hold back hook to door to Area 7 Upgrade door hardware		x x x x x				x
Area 44 Repair holes by hand basin Provide door stop to cubicle door Redecorate (half cost to be met by Education Board) Secure hand basin		x x x x				x



*John A.*

BLOCK B (cont'd)	1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>Mechanical</u> Upgrade heating to state school standards in areas 3, 8, 15, 16, 19 and 20	x		x			
<u>Electrical</u> Replace broken light switch in area 19 Upgrade lighting to state school standards in areas 3 and 8			x			
Secure and reterminate light fitting in area 20 Secure and protect exposed TPS cables in area 1 Earth stainless steel bench in area 16 Replace batten fittings in area 19 with more robust fittings incorporating lamp protection		x x x x	x			
<u>Fire Protection</u>						
<u>Means of Egress</u>						
Provide alternative egress from areas 3 and 8 by doors opening direct to the outside with platforms, steps and guard rails	x					
Dismantle the locking tongue on the mortice lock sets on the doors from areas 16 and 20	x					
Replace the hollow core doors from the hall stage (area 18) and area 16 opening into the stair well with solid core doors and self closers	x					
Replace plain glass in screen at area 17 with wired glass and install a self closing door	x					
Indicate the exit doors from area 19	x					
<u>Fire Equipment</u>						
Install a 9 litre water CO <sub>2</sub> extinguisher in area 17 at the foot of the stairs	x					
Carry out service to equipment		x				
<u>Fire Alarm</u>						
Install a low voltage fail safe system with a manual call point and sounder in area 19	x					
<u>Emergency Lighting</u>						
Install an emergency lighting system in areas 18 and 19	x					





	1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>BLOCK "C"</u>						
<u>Interior</u>						
<u>Area 21</u>						
Replace exterior door and upgrade locks		x				
Secure towel rails		x				
Repair hole in blocks by end cubicle		x				
<u>Areas 22 and 23</u>						
<u>Upgrade door locks</u>		x				
Replace all broken coat hooks with heavy duty hooks		x				
Provide floor waste		x				
<u>Area 24</u>						
<u>Upgrade cisterns, pans, flush pipes and replace</u>						
urinal		x				
Repair damaged wall linings		x				
Replace exterior door and upgrade lock		x				
<u>Area 23</u>						
<u>Repair crack in wall</u>		x				
<u>BLOCK "D"</u>						
<u>Exterior</u>						
Replace spouting and downpipes						
Replace roofing		x				
Provide screens to porches and fit new roofs		x				
Replace both sets of exterior doors		x				
Re-run all exposed water piping in copper pipe under building		x				
Replace all split, rotten and damaged weatherboards		x				
Replace all louvre fittings with aluminium sashes to lower and aluminium louvres to upper.		x				
Remove all failed and loose paint, if necessary, back to bare boards. Repaint in gloss enamel		x				
Paint all new roofing, spouting and downpipes						
Remove disused earth peg						
<u>Interior</u>						
<u>Areas 26 and 29</u>						
<u>Upgrade all plumbing to comply with Plumbing and</u>						
<u>Drainage Regulations</u>						
Upgrade cisterns, pans, flush pipes, pans and seats						
Fit screw-in floor waste grille						
Provide "Flecto" or similar seamless flooring						

x x

x

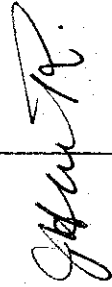
x x x x

J. H. A.

## ST JOSEPHS SCHOOL, PUKEKOHE

(8) AGREED F SING OF WORK TO BE COMPLETED BY:

BLOCK D INTERIOR	1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
Areas 28 and 29 (cont'd) Replace broken and missing louvre blades Fit door check, door stop and hold back hook to door to 31 Redecorate Replace all rotten timbers to urinal, remove rotten linings. Provide Formica or similar wall linings to urinal area	x	x	x			
Area 30 Fix roof leak Provide an adequate amount of shelving Redecorate (half cost to be met by Education Board) Provide floor coverings		x	x			x
Area 31 Repair joints to floor coverings Fit door check and hold back hook to exterior door Redecorate (half cost to be met by Education Board)		x	x			x
Area 32 Repair door to Area 31. Fit door check, hold back hook and upgrade hardware Repair floor coverings Redecorate (half cost to be met by Education Board) Repair ceilings Provide gang control gear for high louvres		x	x			x
Area 33 Replace borer riddled architrave door to Area 32 Fit door checks, hold back hooks and upgrade hardware to doors to Areas 31 and 35 Repair floor coverings Repair ceiling Redecorate (half cost to be met by Education Board) Provide gang control gear to high louvres Repair door to Area 35		x	x	x	x	x
Area 34 Repair roof leak Redecorate after completion of shelving (half cost to be met by Education Board) Replace louvre fittings to match rest of block		x	x	x	x	x



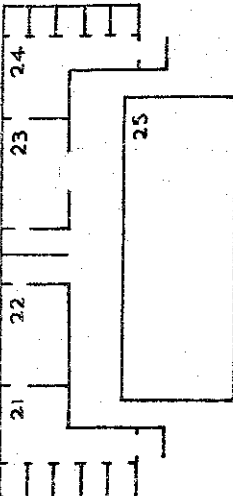
BLOCK "D"		1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>Interior (cont'd)</u>							
<u>Area 35</u>							
Repair wall linings			x				
Repair floor covering joints (weld)			x				
Fit door check and hold back hook to exterior door			x				
Replace louvre fittings to match rest of block			x				
Redecorate (half cost to be met by Education Board)			x				
<u>Mechanical</u>							x
<u>Areas 32 and 33</u>							
Upgrade heating to state school standards				x			
<u>Electrical</u>							
Upgrade earthing for distribution board			x				
Replace rewirable fuses in distribution board with MCB's/HRC fuses				x			
Upgrade lighting in areas 32 and 33 to state school standards					x		
<u>Fire Protection</u>							
<u>Means of Egress</u>							
Provide locks to exterior doors from areas 31 and 35, that can be opened from the inside without the use of keys		x					
<u>Fire Equipment</u>							
Install a 9 litre water CO <sup>2</sup> extinguisher in area 31			x				
<u>Fire Alarm</u>							
Install a manual call point in area 31 with an exterior sounder above the entry door and interconnect into the system proposed for Block B		x					
<u>BLOCK "E"</u>							
<u>Exterior</u>							
Clean out spouting, provide cages to downpipes and paint inside of spouting				x			
Fit door stops to both exterior doors and repair fibrolite			x				



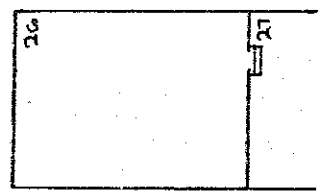
1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
BLOCK E (cont'd)					
Interior					
Area 26					
Replace carpet tiles with 'Duralay' or similar floor covering					
Adhere lifting tiles	x				
Fit door strip to vinyl areas	x				
Repair faulty window fasteners	x				
Fit door check and hold back hook to door to area 27	x				
Area 27					
Fit door checks and hold back hooks to both exterior doors					
Finish off cupboards and floor coverings	x				
Finish off end walls of areas 28 & 29 and paint	x				
Provide solid steps to area 26	x				
Structural					
Check and if necessary provide subfloor bracing to MWD standard					
Electrical					
Upgrade earthing of distribution board to MWD standards	x				
Fire Protection					
Means of Egress					
Provide lock to exterior door from area 27 that can be opened from the inside without the use of a key					
BUILDING REQUIREMENTS					
Demolish or upgrade Block A to MWD and education board standards					
Provide by remodelling or new construction:					
215m <sup>2</sup> of teaching area					
Resource workroom of 14m <sup>2</sup>					
Library/multi purpose room of 56m <sup>2</sup>					
Staffroom of 23m <sup>2</sup>					
Staff kitchen of 4.5m <sup>2</sup>					
Principals office of 11m <sup>2</sup>					
School office of 8m <sup>2</sup>					
Casualty/sickroom of 9m <sup>2</sup>					
1 WC in WHB & 1 STDU for female staff					
1 STDU for girls toilets					
Replace Block C toilets and changing sheds and provide:					
4 WC and 2WHB for boys and 5WC, 3WHB and 1STDU for girls					

*John R.*

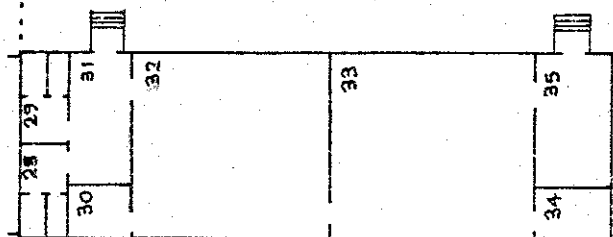
ROOM	BLOCK C	AREA
21	GIRLS' TOILETS	
22	GIRLS' CHANGING	
23	BOYS' CHANGING	
24	BOYS' TOILETS	
25	SWIMMING POOL	51.66m <sup>2</sup>
TOTAL AREA OF SHEDS = 12.01m <sup>2</sup>		



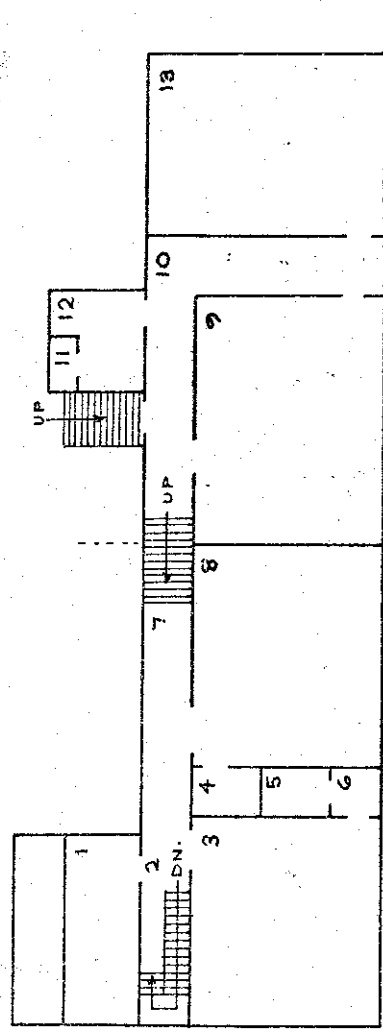
ROOM	BLOCK E	AREA
26	CLASSROOM	65.38m <sup>2</sup>
27	CLOAKROOM	
TOTAL AREA = 96.0m <sup>2</sup>		



ROOM	BLOCK D	AREA
28	GIRLS' TOILETS	
29	BOYS' TOILETS	
30	STORE	3.91m <sup>2</sup>
31	CLOAKROOM	56.45m <sup>2</sup>
32	CLASSROOM	56.45m <sup>2</sup>
33	CLASSROOM	4.90m <sup>2</sup>
34	STORE	
35	CLOAKROOM	
TOTAL AREA = 189.11m <sup>2</sup>		

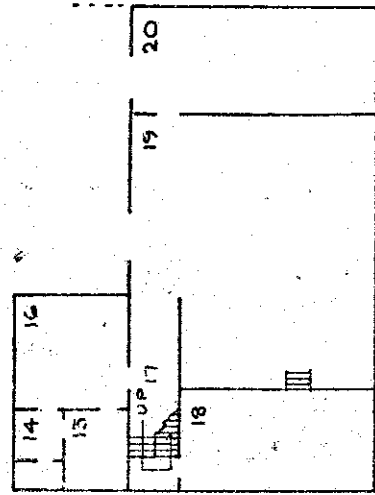


*John R.*



ROOM	BLOCK A GROUND FLOOR	AREA
9	CLASSROOM	62.4m <sup>2</sup>
10	CORRIDOR	
11	TOILET	11.50m <sup>2</sup>
12	STORE	60.28m <sup>2</sup>
13	CLASSROOM	
TOTAL AREA = 218.54m <sup>2</sup>		

TOTAL AREA = 224.03m<sup>2</sup>



ROOM	BLOCK B BASEMENT	AREA
14	TOILET	7.56m <sup>2</sup>
15	OFFICE	18.79m <sup>2</sup>
16	STAFF ROOM	
17	STAIRS	27.36m <sup>2</sup>
18	STAGE	97.03m <sup>2</sup>
19	HALL	36.54m <sup>2</sup>
20	LIBRARY	
TOTAL AREA = 212.52m <sup>2</sup>		

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

Drawing No:	EIP 237 02	Scale:	1:300
Date:	23 MARCH 1981		
Revision			
		SHEET 2 OF 2 SHEETS	
		Drawn: JES	

## St. oseph's School, PUKEKOHE

Schedule of staff appointments to Schools Conditional Integration Act 1975 being special positions relating to the Special Character of the School under Section 65(1) &amp; 66 of the Private

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

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

## 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 seven (7) teachers.