

THIS DEED OF AGREEMENT is made the 10 day of FEBRUARY, One thousand nine hundred and eighty-three (1983)

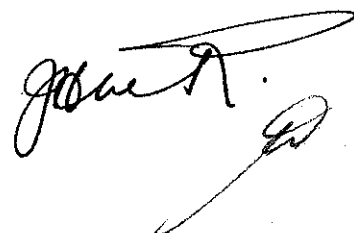
BETWEEN THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF AUCKLAND a Corporation Sole (hereinafter with his successors referred to as "the Proprietor") of the first part

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, TAKAPUNA, (hereinafter referred to as "the School")
- B The School is a Roman Catholic Primary School for girls and boys from new entrants to Standard Four (4) offering Education with a Special Character.
- C The School was established in 1921 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.

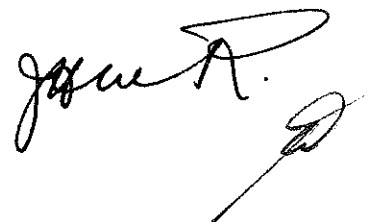
2. THE School's Special Character as is hereinafter described, shall incorporate the Education with a Special Character as provided in the School AND IT IS HEREBY AGREED AND DECLARED that the School shall at all times in the future be conducted and operated so as to maintain and preserve the School's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

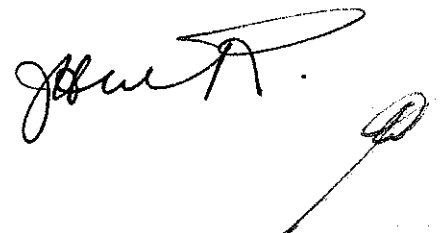


5. THE Special Character of the School is that it is a Roman Catholic School for boys and girls established by the Roman Catholic Bishop of the Diocese of Auckland for the Roman Catholic community of the Diocese of Auckland which promotes and supports the School and of which the School is part, to provide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

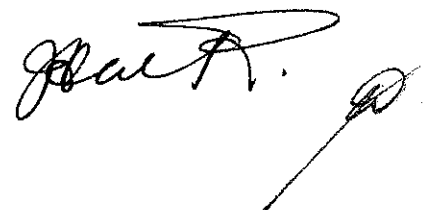
6. THE Proprietor of the School subject to the provisions of this Deed of Agreement :-

- (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 three hundred and seven (307) pupils as at the 30th day of September, 1982, being the year when the roll figures were last

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compiled. It is agreed by and between the parties hereto that the maximum roll of the School shall be three hundred and thirty (330) pupils.

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

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

(b) In accordance with Section 7(6)(h) of the Private Schools Conditional Integration Act 1975, unless the Proprietor and the Controlling Authority otherwise agree and subject to places being available, the number of pupils whose parents do not have a preference of enrolment at the School in accordance with the provisions of Section 29(1) of the Private Schools Conditional Integration Act 1975 shall be limited at all times to seventeen (17) pupils out of the total roll of the School and the Controlling Authority shall not enrol more than that number PROVIDED THAT to maintain and preserve the Special Character of the School the Controlling Authority in classifying such pupils so enrolled shall endeavour to reasonably distribute them through the range of classes offered by the School.



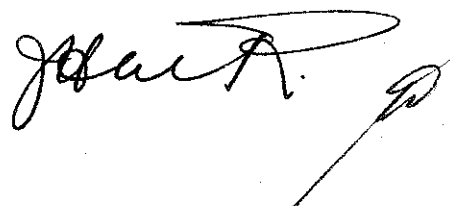
- (c) Wherever any difficulty arises related to enrolment at the School in terms of Section 54 of the Private Schools Conditional Integration Act 1975, it may be referred to the Controlling Authority of the School pursuant to the provisions of the said section.

11. IT is agreed by and between the parties hereto that as Religious observances and Religious instruction form part of the Education with a Special Character provided by the School, Religious observances and Religious instruction in accordance with the determination made from time to time by the Roman Catholic Bishop of the Diocese of 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

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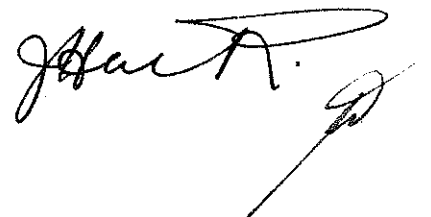


of Principal shall accept these requirements as a condition of appointment. The Principal so appointed shall accept and recognise a responsibility to maintain and preserve the Special Character of the School.

**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

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appointment. Any person so appointed to the position of Senior Teacher Junior Classes shall accept these requirements as a condition of appointment **PROVIDED HOWEVER** that in the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement then the position of Senior Teacher Junior Classes shall be determined in accordance with the then current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder and as is more particularly described in the **Fourth Schedule** hereto.

**18. THERE** shall be three (3) other teaching positions at the School which in accordance with Section 65(1)(c) of the Private Schools Conditional Integration Act 1975, shall be positions of importance carrying a responsibility for Religious instruction and an advertisement for those positions shall state that a willingness and ability to take part in Religious instruction appropriate to the Special Character of the School shall be a condition of appointment. Any person so appointed to these positions shall accept these requirements as a condition of appointment **PROVIDED HOWEVER** that in the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement then the number of teaching positions designated under Section 65(1)(c) of the Private Schools Conditional Integration Act 1975 as positions of importance carrying a responsibility for Religious instruction shall be determined in accordance with the then current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder and as is more particularly described in the **Fourth Schedule** hereto.

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



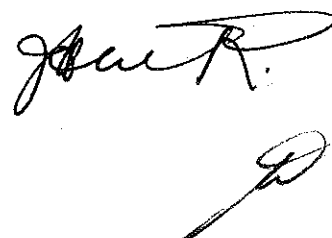
20. THE Proprietor may with the consent of the Controlling Authority in accordance with Section 69(1) of the Private Schools Conditional Integration Act 1975 arrange for any retired teacher to undertake voluntary tasks to assist in the School with the teaching of Religious observances and Religious instruction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

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

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

23. THE School is a Primary School for girls and boys from new entrants to Standard Four (4) and shall remain so until such time as an agreement to a change in this organisation of the School is reached between the Proprietor and the Minister and the parties hereto enter into a supplementary Deed of Agreement to give effect thereto.

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

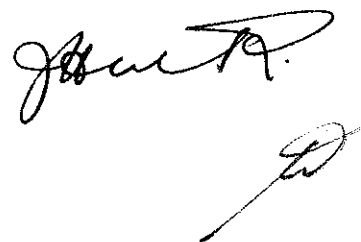


cannot be separated from the costs associated with the operation of the School premises, the Proprietor and the School Committee and/or the Controlling Authority shall contribute to such costs according to their respective use of the services and facilities.

**25. IT** is acknowledged by and between the parties hereto pursuant to **clause 24** hereof that certain of the services and facilities on or serving the Proprietor's land and buildings and other improvements thereon are used in common for the purpose of the School premises as is more particularly delineated on the plan forming part of the **Second Schedule** hereto. In particular, the access from Taharoto Road and the sealed area adjacent to Blocks A and B, 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 the drive from Dominion Street more particularly delineated on the plan forming part of the **Second Schedule** hereto and further agrees to make available at all times the said drive for both pedestrian and vehicular access to the School.



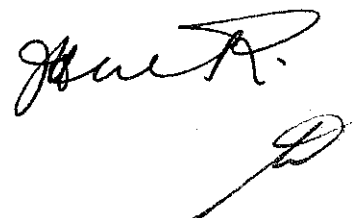
**28. NEITHER** the Minister nor the Controlling Authority shall be responsible for any damage or injury caused by the movement or slipping of any part of the land forming part of the school premises other than that arising by virtue of the negligence of the Minister, the Controlling Authority or their servants or agents.

**29. THE** Proprietor shall not engage any teachers between the date of execution of this Deed of Agreement and the effective date of integration other than those whose names have already been notified by the Proprietor to the Director-General of Education without first obtaining the consent of the Director-General.

**30. THE** Proprietor shall reimburse the Minister for the payment of salary, wages and the proportion of School holiday pay due and paid by the Minister in respect of the 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.

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

**32. THE** effective date of this Deed of Agreement shall be the 16th day of February One thousand nine hundred and eighty-three (1983)

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

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

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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:- )

*Chasman*  
Director of Schools,  
218 Remell 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:- )

*M. J. Fokker*  
12 Hohirua Road  
Hataitai, Wellington. 3.  
(Private Secretary)

*Mervyn Langlois*

## 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 Taharoto Road, Takapuna, Auckland, being known as **St. Joseph's School, Takapuna**, 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 5401 square metres more or less being Lots 3 and 4 Deposited Plan 20015 and part Lot 6 Deposited Plan 4553 and being all the land in Certificate of Title Volume 1114 and Folio 232 (Auckland Registry).

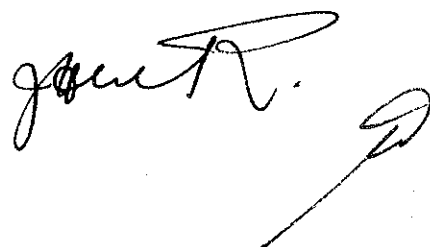
#### SUBJECT TO:

Agreement as to fencing contained in Transfer 95958 affecting the part Lot 6 Plan 4553 herein and Transfer 156634 affecting Lots 3 and 4 Plan 20015.

SECONDLY, all that freehold parcel of land containing 4863 square metres more or less Lot 1 on Deposited Plan 57354 and parts Lots 4 and 5 on Deposited Plan 4553 and being part Allotment 76 Parish of Takapuna and being all the land in Certificate of Title Volume 10B Folio 1041 (North Auckland Registry).

#### SUBJECT TO:

1. Fencing Agreement in Transfer 57058 affecting the part Lot 4 Plan 4553.
2. Subject to the provisions of Section 351D(3) Municipal Corporations Act 1954.

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**THIRDLY**, all that freehold parcel of land containing 1009 square metres more or less situated in the Borough of Takapuna being part of Lot two (2) on a plan deposited in the Land Registry Office at Auckland as No. 32746 and being portion of Allotment 76 of the Parish of Takapuna and being all the land in Certificate of Title Volume 837 Folio 245 (Auckland Registry).

**SUBJECT TO:**

Agreement as to fencing contained in Transfer No. 95958.

**FOURTHLY**, all that freehold parcel of land containing 6.4218 hectares more or less being the South Western part of Allotment 77 Parish of Takapuna and being all the land in Certificate of Title Volume 2A Folio 1407 (North Auckland Registry).

**SUBJECT TO:**

1. A256162 Certifying the line of a Trunk Sewer.
2. A407898 Transfer being a surrender of riparian rights  
The Roman Catholic Bishop of the Diocese of  
Auckland to the Auckland Harbour Board.

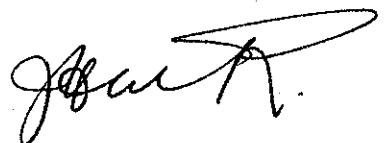
**FIFTHLY**, all that freehold parcel of land containing 1.6061 hectares more or less situated in the Borough of Takapuna being part of Allotment 77 of the Parish of Takapuna and being all the land in Certificate of Title Volume 970 Folio 156 (Auckland Registry).

This title is Limited as to Parcels.

**SUBJECT TO:**

A256162 certifying the line of a Trunk Sewer.

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



## 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 C more particularly delineated in blue on the said plan RESERVING NEVERTHELESS to the non-integrating areas full rights of access inter se and of ingress and egress over the access shaded yellow on the annexed plan from and to Taharoto Road, Takapuna, Auckland.

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ST JOSEPHS SCHOOL, TAKAPUNA

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

<u>SITE</u>	16.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
Provide dished channels to sealed court east of Block D with new cesspit and drainage outlet			x			
Replace protective fence on east side of court of Block D and provide intermediate sockets to this court			x			
Provide drainage connections to downpipes on Block E and form mowing strip on west side				x		
Replace path from south end of court to Block E and form path between Blocks C & E				x		
Form mowing strip around Block B						x
Reconstruct sealed area between Blocks D & F and form channel to stop surface runoff going under Blocks C & F					x	
Provide direction marker for school entry at gateway in Taharoto Road		x				
Provide new incinerator to Education Board standards		x				
Upgrade playing field to state school standards				x		
Upgrade field drainage system to education board standards			x			
Provide removable chain barriers to prevent vehicle movement in court area during school hours		x				
Provide and upgrade fencing to education board standards			x			

<u>BLOCK B</u>	<u>Exterior</u>	16.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
	Replace all corrugated iron roofing, spouting and downpipes to main block and front porch		x	x			
	Replace all broken and rotten sashes and frames		x				
	Repair all broken, cracked and rotten weatherboards, facings, scribes, fascias and barge		x				
	<u>Interior</u>						
	<u>Area 10</u>						
	Replace louvre fitting to toilet		x				
	Upgrade cistern, pan and replace toilet seat		x				
	Redecorate		x	x			
	Weld joint in floor coverings		x				
	<u>Area 11</u>						
	Repair wall behind exterior door		x				
	<u>Area 12</u>						
	Repair or replace window stays and fasteners		x				
	Repair or re-line ceiling and repaint		x				
	Provide lino floor coverings		x				
	Replace door to area 15		x				
	<u>Area 13</u>						
	Repair or replace window stays and fasteners		x				
	Provide chalk rail and finish chalk board		x				
	Repair or re-line ceiling		x	x			
	Redecorate						
	<u>Area 14</u>						
	Rebuild sub-floor and provide new decking			x			
	Replace all rotten frames, linings and scribes			x			
	<u>Area 15</u>						
	Repair or replace all window stays and fasteners		x				
	Upgrade latch and hardware to exterior door		x				
	Redecorate						
	Repair door frame and adjust door to area 11		x				
	<u>Area 16</u>						
	Repair window stays and fasteners		x				
	Provide sheet vinyl floor coverings		x				
	Redecorate		x		x		
	East cupboard doors and replace broken catches		x				
	Recondition Zip boiler			x			



BLOCK B (cont'd)	16.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>Mechanical</u>						
Area 13						
Upgrade heating to state school standards		x				
<u>Electrical</u>						
Replace broken fitting and lamp in area 14		x				
Upgrade lighting in area 13 to state school standards		x				
<u>Fire Protection</u>						
<u>Means of Egress</u>						
Provide lock to exit door to area 11 that can be opened from the inside without the use of keys	x					
Replace the decayed timbers in area 14 at the head of the steps	x					
<u>Fire Equipment</u>						
Install a hose reel at area 14		x				
<u>General</u>						
Remove portable heater in area 13	x					
<u>BLOCK D</u>						
<u>Exterior</u>						
Replace broken vase vents		x				
Screw fix all fibrolite		x				
Repair drinking fountain		x				
Repair downpipe near Block E		x				
Replace broken battens		x				
Repaint whole of exterior including roof			x			
Repair base door		x				
Provide protection for lower sections of downpipes		x				
Replace rusted roofing to porch			x			
<u>Interior</u>						
<u>Area 19</u>						
Replace all louvre fittings				x		
Provide gang control gear to all high windows				x		
Repair roof leak and repair ceiling at corner near Block E		x				
Replace lino on sink benches		x				
Redeemorate (half cost to be met by education board)		x				
Renail all loose ceiling sheets						
Re polyurethane floor				x		

BLOCK F	16.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>Exterior</u> Replace both exit doors with exterior quality doors Replace spouting and downpipes Refix all aluminium joint covers Refix all base fibrolite Paint roof including eaves Screw fix all flat fibrolite Repaint (half cost to be met by education board) Rebuild seating using galvanised metal supports and tanalised timbers		x x x x x		x	x	
<u>Interior</u> <u>Area 24</u> Adjust door lock and repair door Redecorate		x		x		
<u>Area 25</u> Refix loose ceiling sheets and finish walls to ceiling Replace rotten flooring at door Provide lino floor coverings Fit door check and hold back hook to exterior door Replace door and frame to area 26 with a purpose made door and frame and fit hold-back hook Redecorate		x x x x x x		x		
<u>Area 26</u> Refix loose ceiling sheets and finish walls to ceiling Ease fire exit door and repair faulty lock Replace carpet tiles with sheet Duralay or similar		x x x			x	
<u>Structural</u> Upgrade sub floor bracing to MWD standards			x			
<u>Electrical</u> Upgrade lighting in all areas to state school standards		x				
<u>Fire Protection</u> <u>Means of Egress</u> Resite classroom equipment away from egress door in area 26	x					
<u>Fire Equipment</u> Install a hose reel in area 25		x				
<u>Fire Alarm</u> Install a callpoint in area 25 and an external sounder facing Block D	x					

BLOCK G	16.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>Exterior</u> Steam clean all fibrolite roofing and paint with Healings "Alumastic" or equivalent Re-set all ridge caps to repair leaks Repair leaking spouting front and rear Replace all broken, patched and cracked fibrolite sheathing Re-build seating using galv. metal supports and tanalised timbers Replace all broken and missing base vents Provide protection for lower sections of copper downpipes Refix all downpipes and repair DP front corner area 31 Provide door stops for exterior doors Repaint (half cost to be met by education board)		X X X X		X	X	
<u>Interior</u> <u>Area 27</u> Replace all rusted louvre fittings Provide gang control gear to all high louvres Fit door check and hold-back hook to door to area 28 Upgrade door latch and hardware to above door Ease fire exit door and make secure Redecorate (half cost to be met by education board)		X X X X		X X		X
<u>Area 28</u> Replace exterior doors, fit door checks and hold-back hooks to new doors Provide lino floor coverings Replace louvre fittings Redecorate (half cost to be met by education board) Fit door check and upgrade hardware door to area 29		X		X X		X
<u>Area 29</u> Replace all louvre fittings Provide gang control gear to all high louvres Repair fire exit doors, ease and secure Fit door check to door to area 30 Repair roof leaks Refix loose ceiling sheets Redecorate (half cost to be met by education board) Ease cupboard doors and provide handles and catches	X	X X X X		X X		X

BLOCK G INTERIOR (cont'd)	16.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>Area 30</u> Repair exterior doors, fit door checks and hold-back hooks		x		x x		x
Replace louvre fittings				x		
Provide lino floor coverings						
Fit duct over electrical cables						
Redecorate (half cost to be met by education board)						
<u>Area 31</u> Upgrade hardware and fit door check door to area 30		x				
Replace all louvre fittings				x x		
Provide gang control gear for all high louvres						
Redecorate (half cost to be met by education board)						x
<u>Structural</u> Upgrade sub floor bracing to MWD standards			x			
<u>Electrical</u> Locate connection and fix permanent location label inside switchboard cover		x				
Upgrade lighting to state school standards in areas 27, 29 and 31		x				
Provide fully enclosing cover to switchboard and circuit legend		x				
<u>Fire Protection</u> <u>Means of Egress</u> Install a hose reel in area 30		x				
<u>Fire Alarm</u> Install a call point in area 30 and sounder on the end of building facing Block H	x					
<u>BLOCK H</u>						
<u>Exterior</u> Paint roofing, spouting and downpipes		x				
Screw fix fibrolite sheathing		x				
Securely fix fire egress steps to building		x				
Re-plaster concrete steps		x				
Ease main door	x					
Fit door check and substantial hold-back hook to above		x				
Make porch roof waterproof by application of Butynol or similar		x				



BLOCK H INTERIORArea 32

Ease fire exit door and secure  
Fit door check and hold-back hook door to area 33

Structural

Upgrade sub-floor bracing to MWD standards

BLOCK LExterior

Re-roof to Auckland Education Board standards

Replace valleys

Replace rotten barge boards, cracked and broken weatherboards, scribes, trims

Repaint (half cost to be met by education board)

Replace all spouting and downpipes

Replace rusted pan roofing over area 52

Replace rusted corrugated iron roof over area 41

Replace base access door

Replace all side hung and Kelsey hung sashes on north wall

Repair eaves vents

InteriorArea 39

Secure door stop

Area 40

Rub down ceiling, treat for dampness and repaint

Upgrade door hardware and fit door check and hold-back device

Check and adjust all pivot hung sashes

Repair one broken window

Area 41

Provide lino floor coverings

Repair walls and ceilings, and one window

Redecorate

Check and secure all sashes

Re-hang double doors and repair as necessary

Fit door check and hold-back hooks to all exterior doors

x

x

x

x

x

x

x x x x

x x

x

x x x x

BLOCK L INTERIOR (cont'd)Area 42

Upgrade door hardware, fit door checks and hold-back hooks to both exit doors  
 Secure all window fasteners and stays  
 Check and adjust all pivot hung sashes

Area 44

Check all pivot hung sashes and provide control gear  
 Fix and finish display boards south wall  
 Upgrade door hardware, fit door check and hold-back hooks  
 Ease doors  
 Secure all window fasteners and stays  
 Re-fix scotia on south wall  
 Replace borer infected timbers to right above exit

Area 45

Provide door handle

Area 46

Replace carpet  
 Check all window fasteners and stays  
 Clean off loose paint from ceiling and treat for dampness  
 Redecorate  
 Fit door check, hold-back hook to exit door and provide doorstop  
 Check all pivot hung sashes and provide control gear

Area 47

Replace louvre fitting  
 Ease cupboard doors, and fit catches to main doors  
 Redecorate  
 Replace vinyl with lino

Area 48

Provide lino floor coverings  
 Replace louvre fitting  
 Redecorate  
 Re-silver mirror

Area 49

Replace louvre fittings  
 Ease and secure sashes  
 Securely fix and finish book shelves  
 Redecorate

16.2.83 31.3.84

31.3.85

31.3.86

31.3.87

31.3.88

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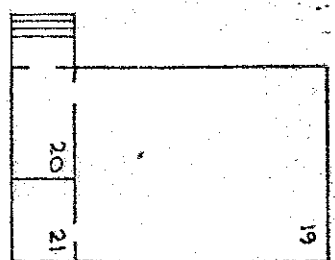
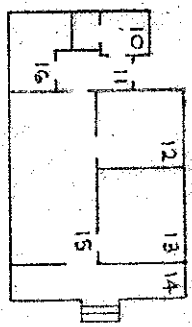
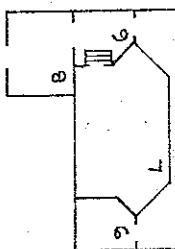
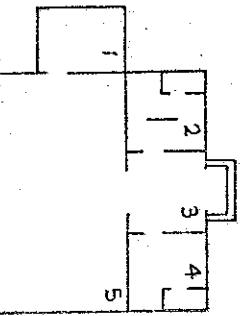
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BLOCK L INTERIOR (cont'd)		16.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>Area 50</u>							
Replace vinyl with lino							
Redecorate							
Replace exterior doors, fit door check and hold-back hooks							
Ease cupboard door							
<u>Area 51</u>							
Ease door to area 50 and upgrade lock and hardware							
Ease sashes and make secure							
Replace vinyl with lino and fit new stair nosings							
Redecorate							
<u>Area 52</u>							
Provide weatherbar to exterior door							
Fit door sill to prevent egress of water							
Replace vinyl with lino							
Redecorate							
Fit door check and hold-back hook to exterior door							
<u>Incinerator</u>							
Provide an incinerator of suitable size and house in a covered enclosure as per AFB standard drawings							
<u>Structural</u>							
Upgrade sub floor bracing to MWD standards							
<u>Fire Protection</u>							
<u>Means of Egress</u>							
Install a door in the partition wall separating areas 44 and 46 to replace the unsuitable window egress in those areas or alternatively provide an exterior door with platform, steps and guard rails from each area							
Install a lock on the door of area 49 than can be opened from the inside without the use of a key							
<u>Fire Equipment</u>							
Install a hose reel in area 5							
<u>Fire Alarm</u>							
Install a call point and sounder in areas 41 and 50 and interconnect into proposed system							
<u>General</u>							
Remove portable heater in area 49							
Remove combustible waste material stored under area 46 and lock space off							



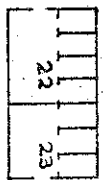


ROOM	AREA
10 TOILET	
11 PASSAGE	10.05m <sup>2</sup>
12 STORE	12.23m <sup>2</sup>
13 OFFICE	
14 PORCH	
15 STAFFROOM	23.12m <sup>2</sup>
16 KITCHEN	6.75m <sup>2</sup>
TOTAL AREA = 76.57m <sup>2</sup>	

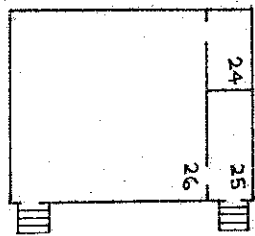
ROOM	AREA
19 CLASSROOM	71.66m <sup>2</sup>
20 CLOAKROOM	
21 STORE	7.2m <sup>2</sup>
TOTAL AREA = 102.70m <sup>2</sup>	

### BLOCK A

ROOM	AREA
1 KITCHEN	
2 MALE TOILET	7.94m <sup>2</sup>
3 ENTRANCE FOYER	
4 FEMALE TOILET	
5 HALL	170.67m <sup>2</sup>
6 STORE	4.27m <sup>2</sup>
7 STORE	19.82m <sup>2</sup>
8 STORE	7.84m <sup>2</sup>
9 LOBBY	
TOTAL AREA = 259.54m <sup>2</sup>	



ROOM	AREA
22 GIRLS' TOILETS	
23 BOYS' TOILETS	
TOTAL AREA = 28.16m <sup>2</sup>	



ROOM	AREA
24 STORE	5.4m <sup>2</sup>
25 CLOAKROOM	
26 CLASSROOM	55.86m <sup>2</sup>
TOTAL AREA = 77.89m <sup>2</sup>	

## DEPARTMENT OF EDUCATION

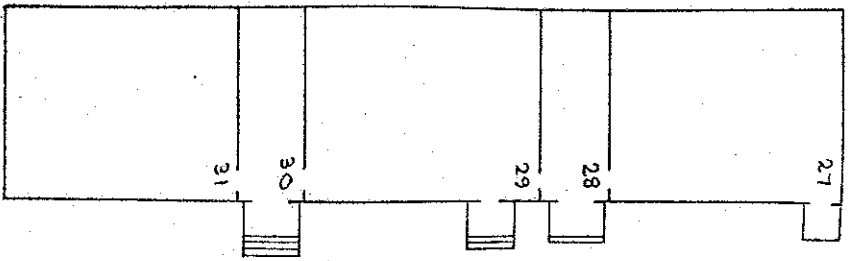
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School: ST. JOSEPH'S SCHOOL, TAKAPUNA

Drawing No: Scale:

Date: 9 JANUARY 1981

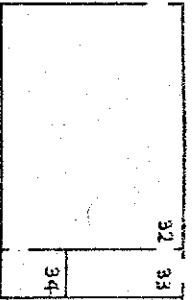
Revision: SHEET 2 OF 3 SHEETS

*John R.*

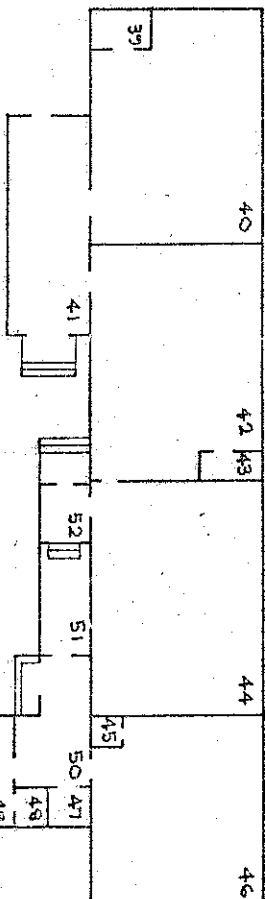


ROOM	AREA
27 CLASSROOM	66.89 m <sup>2</sup>
28 CLASSROOM	66.89 m <sup>2</sup>
29 CLASSROOM	66.89 m <sup>2</sup>
30 CLASSROOM	66.89 m <sup>2</sup>
31 CLASSROOM	66.15 m <sup>2</sup>

TOTAL AREA = 266.65 m<sup>2</sup>



ROOM	AREA
32 CLASSROOM	65.8 m <sup>2</sup>
33 CLASSROOM	65.8 m <sup>2</sup>
34 STORE	4.08 m <sup>2</sup>



ROOM	AREA
39 STORE	2.99 m <sup>2</sup>
40 CLASSROOM	56.35 m <sup>2</sup>
41 CLASSROOM	57.10 m <sup>2</sup>
42 CLASSROOM	2.3 m <sup>2</sup>
43 CLASSROOM	59.85 m <sup>2</sup>
44 CLASSROOM	1.1 m <sup>2</sup>
45 CLASSROOM	41.23 m <sup>2</sup>
46 CLASSROOM	2.38 m <sup>2</sup>
47 STORE	11.34 m <sup>2</sup>
48 TOILET	
49 OFFICE	
50 LOBBY	
51 CLASSROOM	
52 LOBBY	

TOTAL AREA = 330.11 m<sup>2</sup>

*John A.*

# DEPARTMENT OF EDUCATION

buildings division: integration of private schools  
School: ST JOSEPH'S SCHOOL, TAKAPUNA

Drawing No: Scale:

EIP 211 03

1:300

Date:

9 JANUARY 1981

SHEET 3 OF 3 SHEETS

Revision

12 MAY 1981

Drawn: JES

Schedule of staff appointments to St. Joseph's School, TAKAPUNA

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

Total Staff Entitlement of School	Principal to be Appointed under S.65 (1) (a) Private Schools Conditional Integration Act 1975 Number of Staff to be so Appointed	Director of Religious Studies to be Appointed under S.65 (1) (b) Private Schools Conditional Integration Act 1975 Scale A or B 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			1	
6	1			2	
7	1			1	
8	1			2	
9	1			1	
10	1			2	
11	1			2	
12	1			3	
13	1			3	
14	1			4	
15	1			4	
16	1			5	
17	1			6	
18	1			7	
19	1			7	
20	1			8	
21	1			8	
22	1			9	
23	1			9	
24	1			10	
25	1			10	
26	1			11	
27	1			11	
28	1			12	
29	1			12	
30	1			13	

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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 eleven (11) teachers.