

THIS DEED OF AGREEMENT is made the 14<sup>th</sup> day of September One thousand nine hundred and eighty-two (1982)

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

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

WHEREAS:

- A The Proprietor is the owner of **St. Joseph's School, WAIROA**, (hereinafter referred to as "**the School**")
- B The School is a Roman Catholic Primary School for boys and girls from new entrants to Form Two (2) offering Education with a Special Character.
- C The School was established in 1911 and up to the effective date of integration was in part staffed by members of the Roman Catholic Religious Order of Women known as the Sisters of St. Joseph of the Sacred Heart. The said Order will continue after the effective date of integration to offer teaching staff to the School, so long as it has members available for that purpose.
- D The Minister and the Proprietor have agreed to enter into this Deed of Agreement pursuant to the Private Schools Conditional Integration Act 1975, whereby the School is to be established as an integrated School.

NOW THIS DEED OF AGREEMENT WITNESSETH THAT IT IS HEREBY COVENANTED AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:-

**1. THAT** the Minister and the Proprietor **HEREBY AGREE** that the School is to become an integrated School pursuant to the Private Schools Conditional Integration Act 1975.

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

**3. ON** behalf of the Proprietor it is hereby agreed that:-

- (a) The Proprietor is the owner of all the land and improvements more particularly described in the **First Schedule** hereto (hereinafter referred to as "**the Proprietor's land**") and of which for the purposes of this Deed of Agreement, the School premises form part only. The School premises for the purposes of this Deed of Agreement being the land and improvements more particularly described in the **Second Schedule** hereto (hereinafter referred to as "**the School premises**").
- (b) The Proprietor shall set apart and appropriate as owner all the School premises and all the chattels and other assets of the Proprietor associated with the School exclusively for the purposes of the School as an integrated School, so that the Controlling Authority of the School shall have the exclusive right to the possession and use of the School premises and chattels -

**PROVIDED THAT**

- (i) At the request of the Proprietor, the School Committee may grant the use of the School premises and chattels to the Proprietor or other person or persons at any time when the

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

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

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

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

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

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

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

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

7. (a) THE Controlling Authority of the School shall be the Education Board of the Hawkes Bay Education District as constituted pursuant to Section 15 of the Education Act 1964.
- (b) The School shall be managed by a School Committee constituted pursuant to the provisions of Section 26 of the Private Schools Conditional Integration Act 1975. The School Committee shall consist of :-
- (i) One (1) member to be appointed by the Proprietor of the School;
- (ii) Six (6) 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 one hundred and seventy (170) pupils as at the 1st day of July, 1982, being the year when the roll figures were last

compiled. It is agreed by and between the parties hereto that the maximum roll of the School shall be one hundred and eighty (180) 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 nine (9) pupils out of the total roll of the School and the Controlling Authority shall not enrol more than that number **PROVIDED THAT** to maintain and preserve the Special Character of the School the Controlling Authority in classifying such pupils so enrolled shall endeavour to reasonably distribute them through the range of classes offered by the School.

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

11. IT is agreed by and between the parties hereto that as Religious observances and Religious instruction form part of the Education with a Special Character provided by the School, Religious observances and Religious instruction in accordance with the determination made from time to time by the Roman Catholic Bishop of the Diocese of Palmerston North shall continue to form part of the School programme in accordance with Sections 31 and 32 of the Private Schools Conditional Integration Act 1975

12. THE Proprietor, together with his servants, agents and licensees, shall, subject to the proviso to Section 40(2)(i) of the Private Schools Conditional Integration Act 1975, have at all reasonable times access to the School to ensure that the Special Character of the School is being maintained.

13. THE Proprietor, together with his servants, agents and licensees, shall have at all reasonable times access to the land and buildings of the School constituting the School premises sufficient to enable him to exercise the powers and carry out the responsibilities vested in him and imposed on him by the Private Schools Conditional Integration Act 1975 and by this Deed of Agreement.

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



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

**15. THERE** shall be a position 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. IN** the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement, whereby the School becomes entitled to a position of Senior Teacher Junior Classes, it is agreed pursuant to Section 65(1)(d) of the Private Schools Conditional Integration Act 1975 that the Controlling Authority of the School in advertising the position of Senior Teacher Junior Classes shall state that a willingness and ability to take part in Religious instruction appropriate to the Special

Character of the School shall be a condition of appointment. Any person so appointed to the position of Senior Teacher Junior Classes shall accept these requirements as a condition of appointment.

**18. THERE** shall be two (2) other teaching positions at the School which in accordance with Section 65(1)(c) of the Private Schools Conditional Integration Act 1975, shall be positions of importance carrying a responsibility for Religious instruction and an advertisement for those positions shall state that a willingness and ability to take part in Religious instruction appropriate to the Special Character of the School shall be a condition of appointment. Any person so appointed to these positions shall accept these requirements as a condition of appointment **PROVIDED HOWEVER** that in the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement then the number of teaching positions designated under Section 65(1)(c) of the Private Schools Conditional Integration Act 1975 as positions of importance carrying a responsibility for Religious instruction shall be determined in accordance with the then current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder and as is more particularly described in the **Fourth Schedule** hereto.

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

**20. THE** Proprietor may with the consent of the Controlling Authority in accordance with Section 69(1) of the Private Schools Conditional Integration Act 1975 arrange for any retired teacher to undertake voluntary tasks to

assist in the School with the teaching of Religious observances and Religious instruction appropriate to the Special Character of the School.

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

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

23. THE School is a Primary School for boys and girls from new entrants to 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 and as is more particularly delineated on the plan forming part of the **Second Schedule** hereto. In particular, the access from Queen Street, the water supply, the power supply and the sewerage and drainage systems are all used in common and the costs of maintaining such services and facilities shall be apportioned as provided in **clause 24** hereof. If practicable the power supply to the School premises shall be separately metered at the expense of the Proprietor. Where such services or facilities are wholly or partly situated outside the School premises the Proprietor will continue to make such services or facilities available to the School premises.

**26. THE** Minister and the Controlling Authority shall not be responsible for the maintenance of Block B, more particularly delineated on the site plan annexed to the **Second Schedule** hereto, until the remodelling work on the said Block, as specified in the **Third Schedule** hereto, is completed and the Proprietor shall maintain the said Block at a reasonable standard until the completion of the said work.

**27. THE** Proprietor agrees to make available Blocks A and C more particularly delineated on the annexed plan hereto for the use of the school until such time as the remodelling work on Block B, specified in the **Third Schedule** hereto, is completed. The Controlling Authority shall be responsible for the running costs associated with the operation of the said Blocks A and C in particular the power supply, water, sewerage, drainage and cleaning costs and the Proprietor shall maintain the said Blocks to a reasonable standard during the period of such use.

**28. THE** Minister and the Controlling Authority shall not be responsible for the maintenance of areas 19 and 20 of Block E more particularly delineated on the annexed plan hereto, and the Proprietor shall maintain the said areas at a reasonable standard until the said areas are removed.

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.

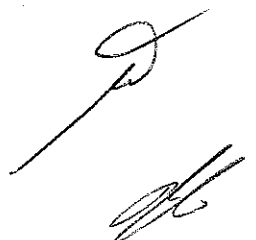
30. THE Proprietor shall reimburse the Minister for the payment of salary, wages and the proportion of School holiday pay due and paid by the Minister in respect of the 1982 School year to any person employed at the School up to the effective date of integration PROVIDED THAT the Proprietor shall not 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.

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.

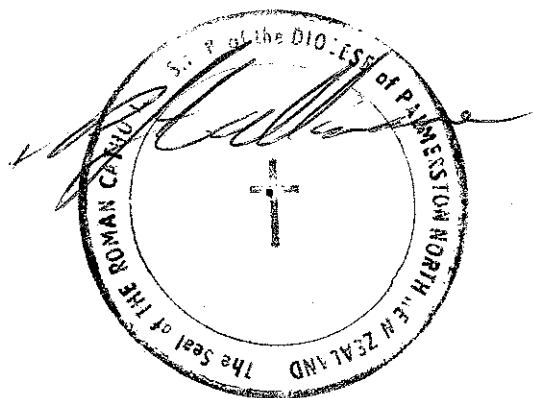
32. THE effective date of this Deed of Agreement shall be the 15th day of September One thousand nine hundred and eighty-two (1982)

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.

A handwritten signature in black ink, consisting of a large, stylized capital 'P' followed by a series of loops and a final flourish.

SIGNED by PETER JAMES CULLINANE )  
THE ROMAN CATHOLIC BISHOP OF )  
THE DIOCESE OF PALMERSTON )  
NORTH and sealed with his Seal of )  
Office in the presence of:- )



*P. J. Cullinane*  
*Clerk*  
*Eccleston Hill*  
*Wellington*

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

*Mervyn Langlois*

*M. J. Yoken*  
*12 Hohina Road*  
*Hataitai, Wellington.*

*(Private Secretary)*

## FIRST SCHEDULE

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

### The Proprietor's Land

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

**FIRSTLY**, all that freehold parcel of land containing 2023 square metres more or less situate in the Borough of Wairoa being Sections 260 and 261 Township of Clyde and being all the land in Certificate of Title Volume J4 Folio 305 (Hawkes Bay Registry)

**SECONDLY** all that freehold parcel of land containing 1011 square metres more or less situate in the Borough of Wairoa being Section 262 Township of Clyde and being all the land in Certificate of Title Volume A4 Folio 450 (Hawkes Bay Registry)

**THIRDLY** all that freehold parcel of land containing 2023 square metres more or less situate in the Borough of Wairoa being Sections 263 and 264 Township of Clyde and being all the land in Certificate of Title Volume J4 Folio 304 (Hawkes Bay Registry)

**FOURTHLY** all that freehold parcel of land containing 1011 square metres more or less situate in the Borough of Wairoa being Section 265 Township of Clyde and being all the land in Certificate of Title Volume J4 Folio 302 (Hawkes Bay Registry)



**FIFTHLY** all that freehold parcel of land containing 5058 square metres more or less situate in the Borough of Wairoa being Sections 204, 205, 206, 207 and 208 Township of Clyde and being all the land in Certificate of Title Volume J4 Folio 306 (Hawkes Bay Registry)

**SIXTHLY** all that freehold parcel of land containing 1011 square metres more or less situate in the Borough of Wairoa being Section 209 Township of Clyde and being all the land in Certificate of Title Volume J4 Folio 307 (Hawkes Bay Registry).

**SEVENTHLY** all that freehold parcel of land containing 1011 square metres more or less situate in the Borough of Wairoa being Section 266 Township of Clyde and being all the land in Certificate of Title Volume J4 Folio 303 (Hawkes Bay Registry)

There are debts owing by the Proprietor to:-

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

## SECOND SCHEDULE

Description of land, buildings and other improvements comprising the School premises

### The School Premises:

All that part of the Proprietor's land as described in the **First Schedule** hereto, delineated in red on the annexed plan of the Proprietor's land, which forms part of this Schedule, **TOGETHER WITH** all the School buildings and other improvements thereon **RESERVING NEVERTHELESS** to the non-integrating areas full rights of ingress and egress over the access shaded yellow on the annexed plan hereto from and to Queen Street, Wairoa.

ST JOSEPH'S SCHOOL, WAIROA

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 building supervisor of the Hawkes Bay Education Board shall draw up the specifications for such particular works and the proprietor shall obtain his approval to the contractor and to the price before commencing such works. All work is to be carried out by competent tradesmen or in a workmanlike manner to the Hawkes Bay Education Board standards.

AGREED PHASING OF WORK TO BE COMPLETED BY

SITE	AGREED PHASING OF WORK TO BE COMPLETED BY						
	15.9.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87	
Access roads and sealed areas							
Spray to kill weeds on court area north and west							
. sides of Block D, regrade to prevent ponding, patch holes and reseal				x			
Uplift concrete paving on netball court southside of Block D and compact base course to take vehicle traffic. Provide falls for suitable drainage and lay asphaltic concrete and mark out parking area				x			
Patch holes Lucknow Street driveway		x					
Reseal entrance drive from Lucknow Street				x			
Replace 3 concrete slabs adjacent to entrance on north side of Block E following demolition of 1921 portion				x			
Replace concrete slab between Blocks E and F on south side							
Replace broken sections of path on east side of Block H extending from Queen Street							
Drain playing field, fill hollows and depressions, top dress and sow bare patches		x					
							x

15.9.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
SITE Access roads and sealed areas (contd)					
Upgrade fences to Education Board requirements					
Upgrade safety fence surrounding the pool to the Education Board requirements					
Provide sufficient cycle stands of approved type for the number of bicycles brought to the school	x				
BLOCK D					
Exterior					
Carry out minor repairs to seats and refix steel seat bracket to south wall					
Provide adequate concrete pads to all seat brackets	x				
Clean out spouting and downpipes	x				
Provide beads to fixed glazing where louvres replaced	x				
Extend downpipe to porch NW side to discharge onto ground	x				
Repaint exterior	x				
Interior					
Area 16					
Cover damaged wall area 16 by area 17 with 12mm particle board	x				
Redecorate (half cost to be met by Education Board)	x				
Provide wedge fastener to friction stayed window					
Sand and seal floor			x		
Area 17					
Redecorate (half cost to be met by Education Board)					
Sand and seal floor					
Area 18					
Ease bottom of entrance door and adjust striker plate					
Replace door jamb to opening side	x				
Replace split rail to exterior glass door and reglue bottom tenon	x				
Replace window catch	x				
Redecorate (half cost to be met by Education Board)					
Sand and seal floor					
provide hessian backed display boards to Education Board requirements					
	x				

	15.9.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
BLOCK D (contd)						
<u>Mechanical</u>						
Install an additional 2 kw panel heater with built in thermostat in area 18 - all panel heaters are to be permanently wired			x			
<u>Electrical</u>						
<u>Sub/Board</u>						
Replace rewirable fuses with MCBs			x			
Areas 16 and 18						
Upgrade lighting to state school standards			x			
<u>Fire Protection</u>						
<u>Area 16</u>						
Install a 25m x 12mm fire hose reel in cloakroom		x				
Area 18						
Change the exterior exit door lock to a type which can be opened from the inside without the use of keys	x					
BLOCK E (Toilet block - areas 21, 22, 23)						
<u>Exterior</u>						
Replace rusty louvre fittings		x				
Replace bottom weatherboard by entrance to girls toilet (area 22)		x				
Replace rotten fascia and soffitt at NE corner by entrance girls toilet (area 22)		x				
Replace spouting to areas 21 to 23		x				
Complete mitres on bottom weatherboard		x				
Repaint complete exterior including roof		x				
<u>Interior</u>						
<u>Area 21</u>						
Chemically clean floors and smooth plaster finish to falls if required		x				
Replace bottom panels of glass door with georgian wired glass		x				
Refix doorhook board to wall		x				

	15.9.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
BLOCK E (Toilet block - areas 21, 22, 23) <u>Interior</u> (contd)						
Redecorate west wall		x				
Cover exposed wiring and provide light		x				
Provide cornice bead above door to area 20		x				
Area 22						
Chemically clean floors and smooth plaster finish to falls if required		x				
Provide catches to cubicle doors		x				
Redecorate		x				
Repair leaking toilet pan at west end of area						
Replace cracked toilet pan	x					
Area 23	x					
Chemically clean floors and smooth plaster finish to falls if required		x				
Reline south wall and cubicle partition at west end and refix mouldings		x				
Redecorate (half cost to be met by Education Board)		x				
Refix basin to wall		x				
Replace light shade		x				
BLOCK F						
<u>Exterior</u>						
Repair damaged corner stop at NE corner		x				
Cover hole in soffitt of gable, east end		x				
Replace speaker bracket SW corner		x				
Clean rusty areas of flat roof and paint		x				
Replace spoutings and downpipes to main roof		x				
Replace flat roof over porch north wall		x				
Repaint exterior including roof		x				
<u>Interior</u>						
Area 24						
Fit skirting to west wall and repair carpet		x				
Provide hot water to basin		x				
Areas 28 and 29						
Upgrade floor to Education Board standard				x		

	15.9.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<u>BLOCK F Interior Areas 28 and 29 (contd)</u>						
Repair hole in door to area 27		x				x
Redecorate (half cost to be met by Education Board)						
Areas 27 and 30		x		x		
Upgrade floor to Education Board standard		x				
Fit bottom pane of glass door with georgian wired glass						
East windows						
Redecorate (half cost to be met by Education Board)						
Area 31						
Upgrade floor to Education Board standard				x		
Replace clear glass in door with georgian wired glass						
Ease all opening windows		x				
Paint windows on south wall where louvres removed		x				
Redecorate (half cost to be met by Education Board)		x				
<u>Structural</u>						
Provide additional longitudinal bracing		x				
<u>Mechanical</u>						
Areas 24, 27 and 31			x			
Upgrade heating to state school standards						
<u>Electrical</u>						
<u>Sub/Board</u>						
Replace rewirable fuses with MCBs			x			
Upgrade N busbar			x			
Insulate bare earth continuity conductor			x			
Sub/Circuit wiring		x				
Replace TRS wiring						
Areas 27 and 31	x					
Upgrade lighting to state school standards						
<u>Fire Protection</u>						
Areas 27 and 31						
Change exterior exit door locks to a type which can be opened from the inside without the use of keys	x					
Overhaul valve and gland on existing fire hose reel and fit a new hose reel with 25m of 12mm hose	x					

	15.9.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
BLOCK G						
Upgrade to Education Board requirements						
BLOCK H						
Exterior						
Repair hole in wall by door to boys toilet		x				
Repaint whole exterior including roof (half cost to be met by Education Board)		x				
Repair metal cover battens rear wall		x				
Clean out spouting		x				
Replace cover plate to fire hose reel		x				
Interior						
Area 33						
Ease top of door		x				
Clean down ceiling and walls		x				
Provide suitable latch to door		x				
Area 34						
Provide door stop to chemical store		x				
Replace latch set and keeper		x				
Ease bottom of double door and bolt		x				
Clean rust off filtration tank and repaint		x				
Area 35						
Ease bottom of door and striker plate		x				
Area 36						
Ease cubicle doors and replace bolts		x				
Clean down walls and ceiling		x				
Area 37						
Ease cubicle door		x				
Replace louvre fittings		x				
Electrical						
Sub board area 33						
Replace rewirable fuses with MCBs						
Area 34						
Permanently connect pump motor and hypochlorinator						

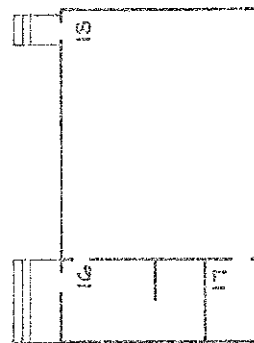
x

x

x

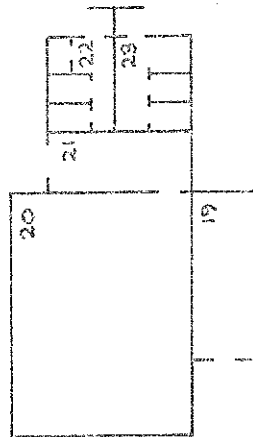


	15.9.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
BLOCK H (contd)						
Fire Protection						
Keep hose permanently connected to the reel so it can be used for fire fighting as well as for washing down purposes	x					
Upgrade storage of pool chemicals - to comply with Education Department policy	x					
FIRE PROTECTION - GENERAL						
Install an approved type low voltage 'fail safe' manual fire alarm/class change system to MWD requirements.						
A bell and callpoint should be installed in each of Blocks A, B, C, D & F	x	x				
Repair or replace incinerator and provide a chimney with a spark guard						
BUILDING REQUIREMENTS						
Demolish Block E (areas 19 and 20)						
Demolish Blocks C and J			x			
Provide in new construction:						
Class teaching space						
Resource room						
Library/multipurpose room						
Staffroom						
Staff kitchen						
Principal's office						
School office						
Storage totalling						
Staff toilets:						
Male - 1 WC, 1 WHB						
Female - 1 WC, 1 WHB, 1 STDU						
Pupils' toilets:						
Boys - 1 WC, 2 WHB						
Girls - 2 WC, 2 WHB, 1 STDU						
FURNITURE						
Upgrade to Hawkes Bay Education Board standards			x			



ROOM	BLOCK D	AREA
16	CLOAKROOM	4.93 m <sup>2</sup>
17	STORE	74.30 m <sup>2</sup>
18	CLASSROOM	74.30 m <sup>2</sup>

TOTAL AREA = 113.28 m<sup>2</sup>



ROOM	BLOCK E	AREA
19	STORE	16.90 m <sup>2</sup>
20	CLASSROOM	61.64 m <sup>2</sup>
21	CLOAKROOM	
22	GIRLS' TOILETS	
23	BOYS' TOILETS	

TOTAL AREA = 123.24 m<sup>2</sup>

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

Drawing No:

EIP 224 02

Scale:

1:300

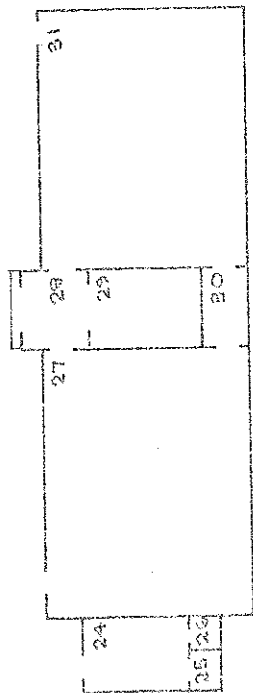
Date:

3 FEBRUARY 1981

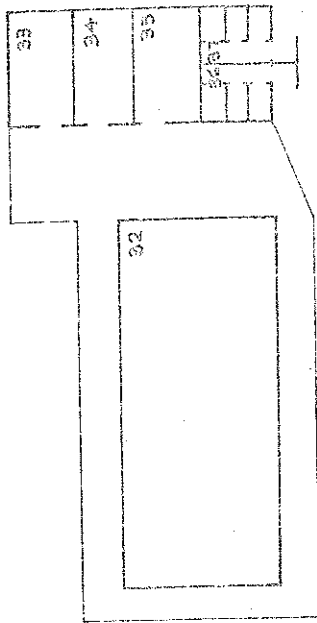
SHEET 2 OF 3 SHEETS

REVISION  
28 SEPTEMBER 1981

DRAWN: JCS



ROOM	BLOCK F	AREA
24	CASUALTY/SICKROOM	11.62m <sup>2</sup>
25	STAFF TOILET	1.52m <sup>2</sup>
26	CUPBOARD	92.23m <sup>2</sup>
27	CLASSROOM	
28	ENTRANCE FOYER	
29	CLOAKROOM	3.68m <sup>2</sup>
30	CLASSROOM	92.23m <sup>2</sup>
TOTAL AREA = 223.89m <sup>2</sup>		



ROOM	BLOCK G	AREA
32	SWIMMING POOL	94.38m <sup>2</sup>

ROOM	BLOCK H	AREA
33	BOYS' CHANGING	
34	FILTER SHED	
35	GIRLS' CHANGING	
36	GIRLS' TOILETS	
37	BOYS' TOILETS	
TOTAL AREA = 49.35m <sup>2</sup>		

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

Scale:

Drawing No:

EIP 224 03

1:300

Date:

3 FEBRUARY 1981

SHEET 3 OF  
3 SHEETS

Revision

23 SEPTEMBER 1981

Drawn: 608

# FOURTH SCHEDULE

Schedule of staff appointments to St. Joseph's School, WAIROA Under Sections 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	Director of Religious Studies to be Appointed under S.65 (1) (b) Private Schools Conditional Integration Act 1975 Scale A or B1 or Higher	Senior Teacher Junior Classes to be Appointed under S.65 (1) (d) Private Schools Conditional Integration Act 1975	Religious Instruction Positions of Importance Number of other teachers to be Appointed under S.65 (1) (c) of Private Schools Conditional Integration Act 1975	Deputy Principal to be Appointed under S.66 Private Schools Conditional Integration Act 1975 Number of Staff to be so Appointed

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

## NOTES:

1. The above Schedule has been prepared for use when the staffing entitlement of the School alters at any time during the currency of this Deed of Agreement to enable the parties hereto by reference to the total staffing entitlement of the School in Column (1) hereof to determine the number of teaching positions at the School which in terms of Section 65 (1) (a), (b), (c) and (d) of the Private Schools Conditional Integration Act 1975 and Clauses 14, 15, 17 and 18 of this Deed carry a responsibility for Religious Instruction and require a willingness and ability to take part in Religious instruction or in terms of Section 66 of the Private Schools Conditional Integration Act 1975 require a particular capability in the teacher as described in Clause 19 of the Deed of Agreement. The Schedule to be read across from left to right.

2. Column (5). Section 65 (1) (c) must apply to the number of other positions indicated in the Column and may be made up of teachers appointed under the Initial Appointments Scheme and or other permanent appointments. It is recommended that where the School has a total staffing entitlement of up to eleven there should be at least one appointed as a permanent Scale A Teacher and in schools with a total staffing entitlement of between twelve and fifteen there should be two appointed as permanent Scale A Teachers and in schools with a total staffing entitlement of between fifteen and twenty-one there should be at least three appointed as permanent Scale A Teachers.

3. The School as at the effective date hereof has a staffing entitlement of six (6) teachers.