

THIS DEED OF AGREEMENT is made the 30 day of August  
One thousand nine hundred and eighty (1980)

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 Saint Mary's  
Primary School, Great North Road, Avondale  
(hereinafter referred to as "the School").
- B The School is a Roman Catholic Primary School  
for Girls from New Entrants to Form 2 and Boys  
from New Entrants to Standard 4 offering  
Education with a Special Character.
- C The School was established in 1923 and up to  
the effective date of integration was conducted  
and 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.

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(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 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 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

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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 owned or held upon trust for the purposes of the School and the other assets owned by the Proprietor for the purposes of the School against risks normally insured against, in some responsible insurance office in New Zealand, and further acknowledges the obligation on him created by Section 40 (2) (h) of the Private Schools Conditional Integration Act 1975.
- (h) No person employed at the School and paid for his services in whole or in part out of moneys appropriated by Parliament, shall be paid by the Proprietor or his servants or agents any remuneration additional to that provided for by the Private Schools Conditional Integration Act 1975 or shall be granted or permitted any condition of service more favourable than that permitted in the case of a person employed in a comparable position in a State School PROVIDED HOWEVER that a teacher to whom the provisions of Section 71 of the Private Schools Conditional Integration Act 1975 apply, shall continue to be paid no less than the same salary, and be accorded the same status, as he received or was accorded on the day before the effective date of the integration of the School.

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

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5. THE Special Character of the School is that it is a Roman Catholic School for boys and girls established by the Roman Catholic Bishop of the Diocese of Auckland, New Zealand, 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:-

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- (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.
- [Signature]*

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 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 Four hundred and seventy six (476) pupils as at the 30th September 1979 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 Five hundred and thirteen (513) pupils until the 31st December 1980 and thereafter the maximum roll of the School shall be Four hundred and ninety-five (495) 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 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 twenty five (25) 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

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School, Religious observances and Religious instruction in accordance with the determination made from time to time by the Roman Catholic Bishop of the Diocese of Auckland shall continue to form part of the School programme in accordance with Sections 31 and 32 of the Private Schools Conditional Integration Act 1975.

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

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

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

15. THERE shall be a position of responsibility at the school to be designated Director of Religious Studies in accordance with Section 65 (1) (b) of the Private Schools Conditional Integration Act 1975, which position shall be

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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 Seven (7) 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 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

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and Regulations made thereunder and as is more particularly described in the Fourth Schedule hereto.

18. THERE shall be a position at the School to be designated as Senior Teacher Junior Classes in accordance with Section 65 (1) (d) of the Private Schools Conditional Integration Act 1975 and the Controlling Authority of the School in advertising the position of Senior Teacher Junior Classes shall state that a willingness and ability to take part in Religious instruction appropriate to the Special Character of the School shall be a condition of appointment. Any person so appointed to the position of Senior Teacher Junior Classes shall accept these requirements as a condition of appointment PROVIDED HOWEVER that in the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement then the position of Senior Teacher Junior Classes shall be determined in accordance with the then current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder and as is more particularly described in the Fourth Schedule hereto.

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 School Committee 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.

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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 from New Entrants to Form 2 and Boys from New Entrants to Standard 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.

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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 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 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 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.

27. THE Proprietor shall reimburse the Minister for the payment of salary, wages and the proportion of School holiday pay due and paid by the Minister in respect of the 1980 School year to any person employed at the School up to the effective date of integration.

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

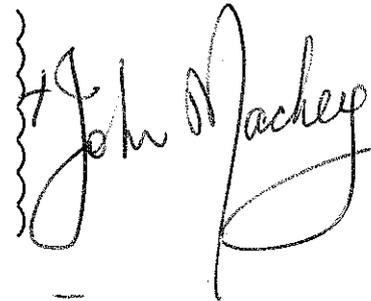
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29. THE effective date of this Deed of Agreement shall be the eighth day of September 1980.

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

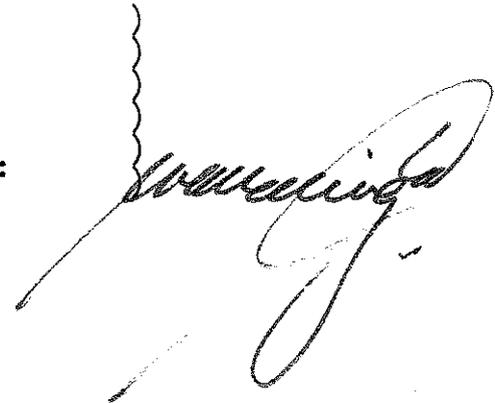
IN WITNESS WHEREOF these presents have been executed the day and year first hereinbefore written.

SIGNED by JOHN MACKEY  
the Roman Catholic Bishop  
of the Diocese of Auckland, a Corporation Sole,  
Sealed with the Seal of Office of the  
Diocese of Auckland in the presence of:



*J. P. Beery*  
Catholic Education  
Office

SIGNED FOR AND ON BEHALF OF HER  
MAJESTY THE QUEEN by  
MERVYN LANGLOIS WELLINGTON  
Minister of Education in the presence of:



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Auckland Education Board

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FIRST SCHEDULE

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

THE PROPRIETOR'S LAND

All that Land, School Buildings and other improvements owned by the Roman Catholic Bishop of the Diocese of Auckland, situate at Great North Road, Avondale, Auckland, New Zealand, being known as Saint Mary's Primary School, Avondale, and being more particularly described as follows:

FIRST all that Freehold parcel of land containing 1.8850 hectares more or less being Lot 1 Deposited Plan 80849 and being parts Allotment 86 Parish of Titirangi, and being all the land in Certificate of Title Volume 37C folio 574 (North Auckland Registry).

Appurtenant to part (formerly C.T. 9B/654) is a right of way over the part Allotment 86 marked "A" on plan 80849 created by Conveyance 138674 (R57/144).

Appurtenant to part (formerly C.T. 9B/654) are rights of way over parts Allotment 86 pursuant to Section 168 Land Transfer Act 1952.

SECONDLY all that Freehold parcel of land containing 5055 square metres more or less being Lot 3 Deposited Plan 80849 and being part Allotment 86 Parish of Titirangi, and being all the land in Certificate of Title Volume 37C folio 576 (North Auckland Registry).

THIRDLY all that Freehold parcel of land containing 985 square metres more or less being Lot 4 Deposited Plan 80849 and being part Allotment 86 Parish of Titirangi and being all the land in Certificate of Title Volume 37C folio 577 (North Auckland Registry.)

FOURTHLY all that Freehold parcel of land containing three acres and seventeen decimal seven perches more or less situated in the City of Auckland being Lots 1 (one), 2 (two), 3 (three) Deposited Plan 35456 and being portion Allotment 86 Parish of Titirangi and being all the land in Certificate of Title Volume 912 folio 227 (Auckland Registry).

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SECOND SCHEDULE

Description of land buildings and other improvements comprising the School premises

THE SCHOOL PREMISES

All that part of the Proprietor's land as described in the First Schedule hereto, delineated in red on the annexed plan of the Proprietor's land, which plan forms part of this Schedule TOGETHER WITH all the School buildings, and other improvements thereon SAVE AND EXCEPT Block 3 being Library, Block 8 being Staff Room, Block 10 being Bookroom, Block 11 being Hall and Block 17 being Scout Hall more particularly delineated in blue on the annexed plan together with a reservation in favour of those excepted portions of full rights of access inter se and of ingress and egress to and from those excepted portions AND with a right in common with the Proprietor his agents servants and licensees to the use of the areas shaded red on the said plan for ingress and egress from and to Great North Road and for the parking of vehicles used by persons lawfully attending the school premises.

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ST MARY'S PRIMARY SCHOOL, AVONDALE, AUCKLAND

THIRD SCHEDULE

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

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

In those cases where the words "half cost to be met by education board" appear in relation to particular works, the buildings supervisor of the Auckland Education Board shall draw up the specifications for such particular works and the proprietor shall obtain his approval to the contractor and to the price before commencing such works.

AGREED PHASING OF WORK TO BE COMPLETED BY

SITE	8.9.80	31.3.81	31.3.82	31.3.83	31.3.84	31.3.85
<u>Access</u>						
Improve pedestrian access						
<u>Fencing</u>						
Provide fences on eastern, western and southern boundaries.						
Upgrade wall along Great North Road frontage						
Provide protective fence at Great North Road frontage leaving access to courts						
<u>Grounds</u>						
Repair bridge over Whau creek						
Repair and upgrade sealed areas						
Provide new stormwater drains and channelling						
Provide new incinerator						
Seal access path at rear of school						
Upgrade adventure play equipment						

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ST MARY'S PRIMARY SCHOOL, AVONDALE, AUCKLAND

AGREED PHASING OF WORK TO BE COMPLETED BY:

	8.9.80	31.3.81	31.3.82	31.3.83	31.3.84	31.3.85
<u>BLOCK 4 Exterior</u>						
Replace guttering of lean to roof		x				
Bird proof under eaves and attic window		x				
Flash bottom board to lean to		x				
Check and make good sag in roof		x				
<u>Interior</u>						
Area 12						
Check sag in ceiling and make good		x				
<u>Structural</u>						
Remove hazard caused by cracked concrete at top of NW wall	x					
<u>Mechanical</u>						
Areas 12 and 13						
Provide electric heaters to state school standards with time switch and thermostat in each room		x				
<u>Electrical</u>						
Rewire and upgrade lighting to state school standards						
<u>Fire Protection</u>						
Areas 12 and 13						
<u>Egresses</u>						
Provide alternative means of egress by removing an existing horizontally pivotted window in each room and replace it with a fully opening side sash window and install a platform and steps on both sides of each window.	x					

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	8.9.80	31.3.81	31.3.82	31.3.83	31.3.84	31.3.85
<u>BLOCK 5</u>						
<u>Exterior</u>						
Replace downpipes		X				
Fix handrails to step and landings		X				
Fix flashing from bottom weatherboard to plinth		X				
Steam clean base and repoint brickwork base		X				
<u>Interior</u>						
<u>Area 5</u>						
Replace 2 doors and frames		X				
Bring floor up to required standard		X				
<u>Area 6</u>						
Bring floor up to required standard		X				
Check and make good sag in ceiling		X				
<u>Area 7</u>						
Bring floor up to required standard		X				
Overlay plywood wall by blackboard		X				
<u>Area 38</u>						
Replace vinyl floor covering				X		
Provide new basin						
<u>Area 39</u>						
Replace vinyl floor covering						
Replace inner door and frame		X				
<u>Area 40</u>						
Replace vinyl floor covering						
Replace inner door and frame		X				

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ST MARY'S PRIMARY SCHOOL, AVONDALE, AUCKLAND AGREED PHASING OF WORK TO BE COMPLETED BY:

	8.9.80	31.3.81	31.3.82	31.3.83	31.3.84	31.3.85
<p><u>Mechanical</u> Areas 5, 6 and 7 Provide electric heaters to state school standards with time switch and thermostat in each room</p>		x				
<p><u>Electrical</u> Upgrade lighting in all rooms to state school standards</p>		x				
<p><u>Fire Protection</u> Egresses Areas 5, 6 and 7</p>						
<p>Fit locking device in each room so that exterior doors can be opened from the inside without the use of a key</p>	x					
<p><u>BLOCK 6</u> <u>Exterior</u> Replace all guttering Reblock floor</p>		x x				
<p><u>Interior</u> Area 10 Replace cracked window Sand and reseal floor Repair wall linings</p>		x x x				

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	8.9.80	31.3.81	31.3.82	31.3.83	31.3.84	31.3.85
BLOCK 7 (continued)						
<u>Electrical</u>		x				
Upgrade lighting to state school standards						
<u>Structural</u>						
Provide an independently braced vertical roof support system )						
Replace unreinforced masonry entrance screen with light weight alternative )			x			
BLOCK 9						
<u>Exterior</u>						
Repaint entirely			x			
BLOCK 13						
<u>Exterior</u>						
Repoint ridge tiles						
Area 34						
Replace fibrolite roof with galvanised iron when necessary						
Area 35						
Replace broken barge board						
<u>Interior</u>						
Area 32						
Replace two doors and frames						
Provide ventilated lobby to toilet						
Provide washhand basin to ventilated lobby by toilet		x				
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		x				

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ST MARY'S PRIMARY SCHOOL, AVONDALE, AUCKLAND

AGREED PHASING OF WORK TO BE COMPLETED BY:

BLOCK 13 (continued)	8.9.80	31.3.81	31.3.82	31.3.83	31.3.84	31.3.85
Area 34 (corridor) Replace 14 doors and frames		x				
Areas 1, 2 and 3 Sand and seal floor Replace missing cupboard doors and frames		x x x				
Area 4 Sand and seal floor Replace missing cupboard doors and frames Repair holes in ceiling		x x x				
<u>Electrical</u> Upgrade lighting to state school standards		x				
<u>Mechanical</u> Areas 1 to 4 Provide electric heaters in each room to state school standards, all individually controlled by a time switch and thermostat		x				
<u>BLOCK 14</u> <u>Exterior</u> Place base boards (one end)		x				
<u>Interior</u> Areas 14, 28 and 29 Repaint		x				

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ST MARY'S PRIMARY SCHOOL, AVONDALE, AUCKLAND

AGREED PHASING OF WORK TO BE COMPLETED BY:

	8.9.80	31.3.81	31.3.82	31.3.83	31.3.84	31.3.85
<u>BLOCK 14 (continued)</u>						
<u>Mechanical</u>						
Area 14						
Provide electric heaters to state school standards and provide time switch and thermostat for all heaters		*				
<u>Electrical</u>						
Upgrade lighting to state school standards		*				
<u>BLOCK 15</u>						
<u>Exterior</u>						
Repair base air vents		*				
<u>Interior</u>						
Area 8						
Repaint (half cost to be met by education board)						*
Area 9						*
Repaint (half cost to be met by education board)						*
Area 30						
Refix ceiling tiles						
Repaint (half cost to be met by education board)						*
Area 31						
Refix ceiling tiles						
Repaint (half cost to be met by education board)						*

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ST MARY'S PRIMARY SCHOOL, AVONDALE, AUCKLAND

AGREED PHASING OF WORK TO BE COMPLETED BY:

8.9.80	31.3.81	31.3.82	31.3.83	31.3.84	31.3.85
<p><u>BLOCK 15 (continued)</u></p>					
<p><u>Mechanical</u></p>					
<p>Areas 8 and 9</p>					
<p>Provide electric heaters to state school standards controlled by time switch and thermostat</p>	x				
<p><u>Electrical</u></p>					
<p>Upgrade lighting to state school standards</p>	x				
<p><u>BLOCK 16</u></p>					
<p><u>Exterior</u></p>					
<p>Provide canopy to outer door</p>	x				
<p><u>Mechanical</u></p>					
<p>Area 15</p>					
<p>Provide electric heaters to state school standards controlled by time switch and thermostat</p>	x				
<p><u>Electrical</u></p>					
<p>Upgrade lighting to state school standards</p>	x				
<p><u>ELECTRICAL - GENERAL</u></p>					
<p>Upgrade submains to Blocks 5, 6, 13, 14, 15 ) and 16 to carry anticipated additional heating ) load. Cable to be put underground. )</p>	x				

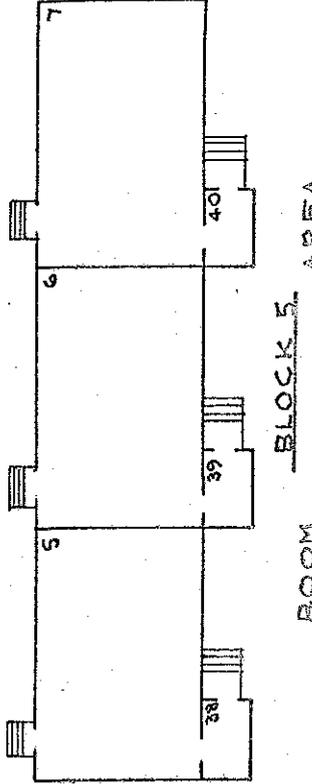
+ J.M.

8.9.80	31.3.81	31.3.82	31.3.83	31.3.84	31.3.85
<p>FIRE PROTECTION - GENERAL</p> <p><u>Fire Alarms</u></p> <p>Install a manual fail safe fire alarm system ) throughout the school with manual call points in ) each classroom block and the hall. Evacuation ) signal should be changed to a continuous signal )</p> <p><u>BUILDINGS REQUIREMENTS</u></p> <p>Provide the following:</p> <p>Two classroom block ) Resource work/resource work junior, totalling 56 m<sup>2</sup> ) Library/multi-purpose room of 56 m<sup>2</sup> ) Staffroom/staff kitchen totalling 41.5 m<sup>2</sup> ) Principal's Office of 11 m<sup>2</sup> ) School office of 8 m<sup>2</sup> ) Casualty/sickroom of 14 m<sup>2</sup> ) Interview room of 7 m<sup>2</sup> ) Storage of 19 m<sup>2</sup> ) Boys toilet block ) Male staff toilet ) Female staff toilet )</p>					

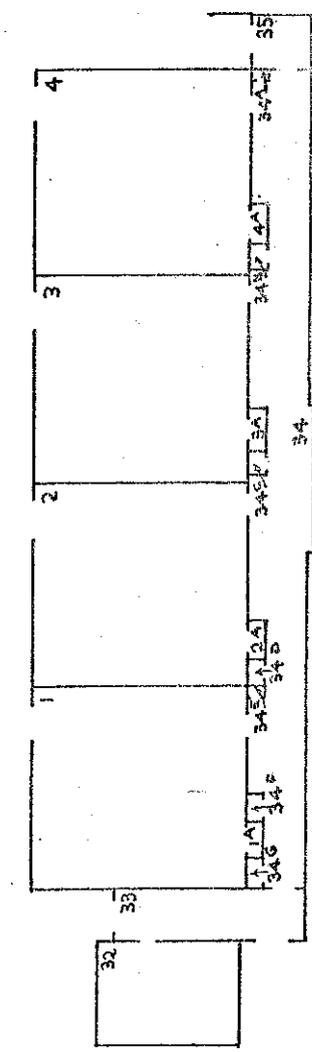
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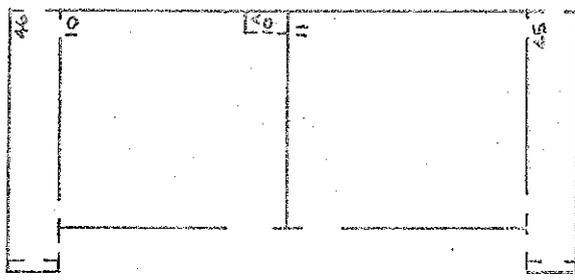
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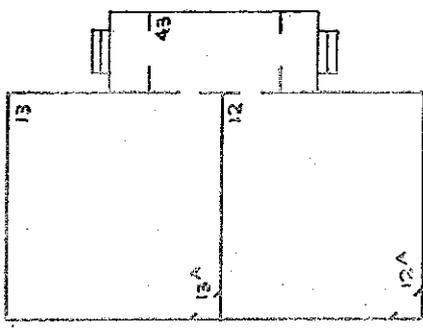
ROOM	AREA
5 CLASSROOM	59.24 m <sup>2</sup>
6 CLASSROOM	59.24 m <sup>2</sup>
7 CLASSROOM	59.24 m <sup>2</sup>
39 CLOAKROOM	
40 CLOAKROOM	



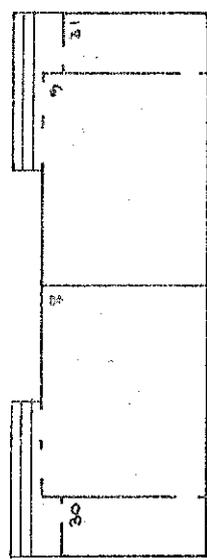
ROOM	AREA
1 CLASSROOM	58.09 m <sup>2</sup>
1A CUPBOARD	
2 CLASSROOM	58.09 m <sup>2</sup>
2A CUPBOARD	
3 CLASSROOM	58.09 m <sup>2</sup>
3A CUPBOARD	
4 CLASSROOM	58.09 m <sup>2</sup>
4A CUPBOARD	
32 OFFICE	19.24 m <sup>2</sup>
33 CLOAK ROOM	



ROOM	AREA
10 CLASSROOM	63.46 m <sup>2</sup>
10A CUPBOARD	
11 CLASSROOM	66.93 m <sup>2</sup>
45 CLOAKROOM	



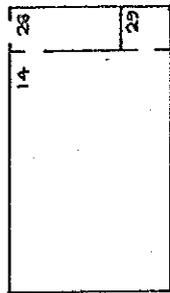
ROOM	AREA
12 CLASSROOM	65.0 m <sup>2</sup>
12A CUPBOARD	
13 CLASSROOM	TO 52 m <sup>2</sup>
13A CUPBOARD	
43 CLOAKROOM	



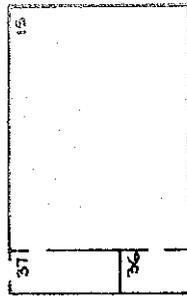
ROOM	AREA
8 CLASSROOM	57.74 m <sup>2</sup>
9 CLASSROOM	57.74 m <sup>2</sup>
30 CLOAKROOM	
31 CLOAKROOM	

DEPARTMENT OF EDUCATION  
 buildings division: integration of private schools  
 School: ST MARY'S SCHOOL, AVE IDALE

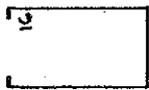
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SIF 03: 02	1:300
Date:	SHEET 2 OF 3 SHEETS
15 JUNE 1978	DRAWN: JEB
REVISION	
30 JUNE 1980	



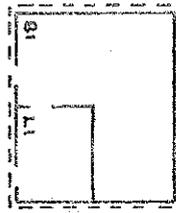
BLOCK 14  
ROOM  
 14 CLASSROOM 55.51m<sup>2</sup>  
 28 CLOAKROOM 2.85m<sup>2</sup>  
 29 STORE



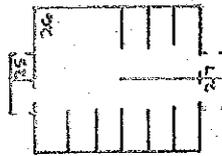
BLOCK 16  
ROOM  
 15 CLASSROOM 65.73m<sup>2</sup>  
 36 OFFICE 4.00m<sup>2</sup>  
 37 CLOAKROOM



BLOCK 2  
ROOM  
 16 EQUIPMENT SHED 16.85m<sup>2</sup>



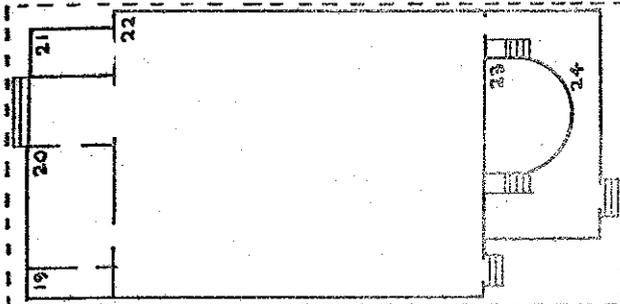
BLOCK 10  
ROOM  
 17 BOOKROOM 44.46m<sup>2</sup>  
 18



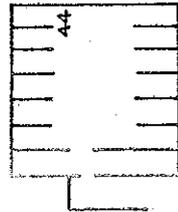
BLOCK 12  
ROOM  
 25 STORE  
 26 BOYS TOILETS  
 27 ENTRANCE



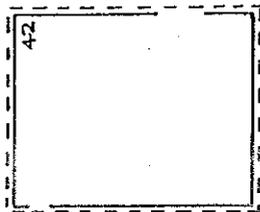
BLOCK 8  
ROOM  
 41 STAFFROOM 23.11m<sup>2</sup>



BLOCK 11  
ROOM  
 19 TOILET 14.1m<sup>2</sup>  
 20 KITCHEN 6.21m<sup>2</sup>  
 21 OFFICE 150.09m<sup>2</sup>  
 22 HALL  
 23 } STAGE  
 24 }



BLOCK 7  
ROOM  
 44 GIRLS TOILETS



BLOCK 3  
ROOM  
 42 LIBRARY 66.60m<sup>2</sup>

NOTE:  
 BLOCKS 3, 8, 10, 11  
 NOT INTEGRATED

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

+ J.M.  
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Drawing No:	EIP 031 03	Scale:	1:300
Date:	15 JUNE 1979	SHEET 3 OF	3 SHEETS
REVISION	15 AUGUST 1980	Drawn:	del

FOURTH SCHEDULE.

Schedule of staff appointments to St. Mary's Primary School, AVONDALE, Under Sections 65(1) & 66 of the Private Schools Conditional Integration Act 1975 being special positions relating to the Special Character of the School

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Total Staff Entitlement of School	Principal to be Appointed under S.65 (1) (a) Private Schools Conditional Integration Act 1975	Director of Religious Studies to be Appointed under S.65 (1) (b) Private Schools Conditional Integration Act 1975 Scale A or B1 or Higher	Senior Teacher Junior Classes to be Appointed under S.65 (1) (d) Private Schools Conditional Integration Act 1975	Religious Instruction Positions of Importance Number of other teachers to be Appointed under S.65 (1) (c) of Private Schools Conditional Integration Act 1975	Deputy Principal to be Appointed under S.66 Private Schools Conditional Integration Act 1975 Number of Staff to be so Appointed

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

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- NOTES:**
- The above Schedule has been prepared for use when the staffing entitlement of the School alters at any time during the currency of this Deed of Agreement to enable the parties hereto by reference to the total staffing entitlement of the School in Column (1) hereof to determine the number of teaching positions at the School which in terms of Section 65 (1) (a), (b), (c) and (d) of the Private Schools Conditional Integration Act 1975 and Clauses 14, 15, 17 and 18 of this Deed carry a responsibility for Religious Instruction and require a willingness and ability to take part in Religious Instruction or in terms of Section 66 of the Private Schools Conditional Integration Act 1975 require a particular capability in the teacher as described in Clause 19 of the Deed of Agreement. The Schedule to be read across from left to right.
  - Column (5). Section 65 (1) (c) must apply to the number of other positions indicated in the Column and may be made up of teachers appointed under the Initial Appointments Scheme and or other permanent appointments. It is recommended that where the School has a total staffing entitlement of up to eleven there should be at least one appointed as a permanent Scale A Teacher and in schools with a total staffing entitlement of between twelve and fifteen there should be two appointed as permanent Scale A Teachers and in schools with a total staffing entitlement of between fifteen and twenty-one there should be at least three appointed as permanent Scale A Teachers.
  - The School as at the effective date hereof has a staffing entitlement of Sixteen point six (16.6) teachers.