

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

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

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

WHEREAS:

- A The Proprietor is the owner of St. Mary's School, PAPAURA, (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 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:-

I. 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:-

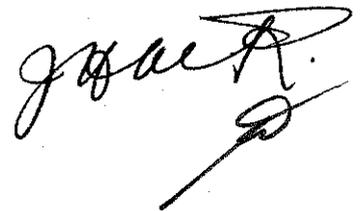
- (a) The Proprietor is the owner of all the land and improvements more particularly described in the **First Schedule** hereto (hereinafter referred to as "**the Proprietor's land**") and of which for the purposes of this Deed of Agreement, the School premises form part only. The School premises for 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.



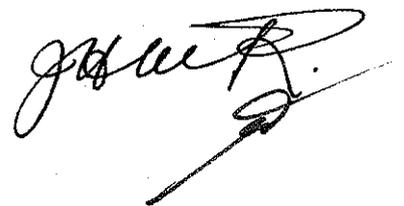
- (ii) With the consent of the Proprietor, the School Committee may grant the use of the School premises and chattels to other person or persons at any time when the School premises and chattels are not required for School purposes and the Proprietor shall not unreasonably or arbitrarily withhold his 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.

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- (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 :-

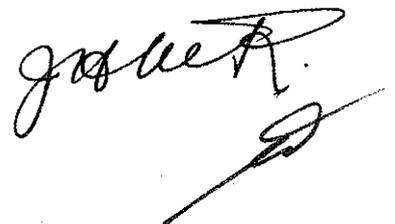


The School is a Roman Catholic School in which the whole School community through the general School programme and in its Religious instructions and observances, exercises the right to live and teach the values of Jesus Christ. These values are as expressed in the Scriptures and in the practices, worship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

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(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 :-

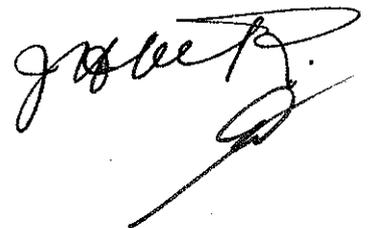
(i) One (1) member to be appointed by the Proprietor of the School;

(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 eighty (380) pupils as at the 30th day of September 1982, being the year when the roll figures were last compiled. It is agreed by and between the parties hereto that the maximum roll of the School shall be four hundred and twenty (420) pupils.

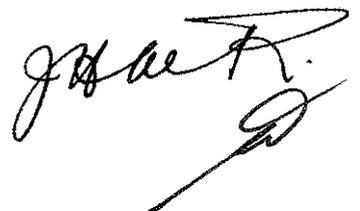


9. THE Proprietor agrees that pursuant to paragraphs (d) and (e) of Clause 3 of this Deed of Agreement he will bring the School up to the minimum standard of accommodation laid down from time to time by the Director-General for a comparable State School.

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 twenty one (21) 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.

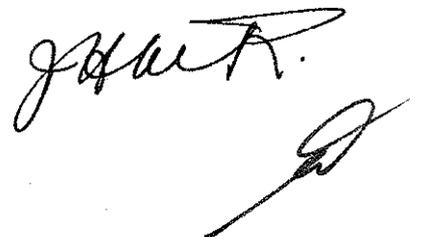
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11. IT is agreed by and between the parties hereto that as Religious observances and Religious instruction form part of the Education with a Special Character provided by the School, Religious observances and Religious instruction in accordance with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

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

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

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

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15. THERE shall be a position of responsibility at the School to be designated Director of Religious Studies in accordance with Section 65(1)(b) of the Private Schools Conditional Integration Act 1975, which position shall be part of the normal staffing entitlement of the School as established by Regulations made under the Education Act 1964 and an advertisement for that position shall state that a willingness and ability to take part in Religious instruction appropriate to the Special Character of the School shall be a condition of appointment. Any person so appointed to the position of Director of Religious Studies shall accept these requirements as a condition of appointment. The Director of Religious Studies shall give guidance and provide effective leadership in Religious instruction and observances throughout the School **PROVIDED HOWEVER** that in the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement then the position of Director of Religious Studies shall be determined in accordance with the then current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder and as is more particularly described in the **Fourth Schedule** hereto.

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

17. THERE shall be a position at the School to be designated as Senior Teacher Junior Classes in accordance with Section 65(1)(d) of the Private Schools Conditional Integration Act 1975 and the Controlling Authority of the School in advertising the position of Senior Teacher Junior Classes shall state that a willingness and ability to take part in Religious instruction appropriate to the Special Character of the School shall be a condition of appointment. Any person so appointed to the position of Senior Teacher Junior Classes shall accept these requirements as a condition of appointment **PROVIDED HOWEVER** that in the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement then the position of Senior Teacher Junior Classes shall

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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 four (4) 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

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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

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Authority shall contribute to such costs according to their respective use of the services and facilities.

25. **IT** is acknowledged by and between the parties hereto pursuant to **clause 24** hereof that certain of the services and facilities on or serving the Proprietor's land and buildings and other improvements thereon are used in common for the purpose of the School premises as is more particularly delineated on the plan forming part of the **Second Schedule** hereto. In particular, the water supply, the power supply and the drainage system 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 areas 21 and 22 of Block C and area 1 of Block G more particularly shown on drawing number EIP202 02 of the sketch plan which forms part of the **Third Schedule** hereto so as to meet Department of Education and Ministry of Works and Development requirements during the period of their use by the School. The Controlling Authority shall be responsible for the running or operating costs associated with the use of the said areas in particular the power supply, water, sewerage, drainage and cleaning costs.

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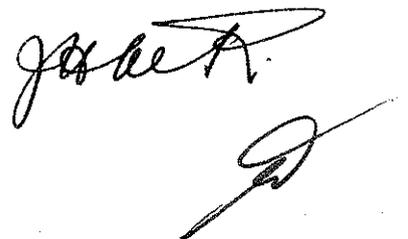
28. THE Proprietor shall not engage any teachers between the date of execution of this Deed of Agreement and the effective date of integration other than those whose names have already been notified by the Proprietor to the Director-General of Education without first obtaining the consent of the Director-General.

29. THE Proprietor shall reimburse the Minister for the payment of salary, wages and the proportion of School holiday pay due and paid by the Minister in respect of the 1982 School year to any person employed at the School up to the effective date of integration **PROVIDED THAT** the Proprietor shall not be required to reimburse the Minister in respect of any salary, wages and holiday pay which has been paid to teachers up to the date of integration by the Minister in accordance with the terms of the Minister's letter of 4th December 1980 to Archbishop Williams.

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

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

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

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

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

John Rodgers

Brown
Director of Schools
218 Parnell Road,
Auckland 1.

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. Fokker
12 Hohiria Road
Hataitai, Wellington.
(Private Secretary)

FIRST SCHEDULE

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

The Proprietor's Land

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

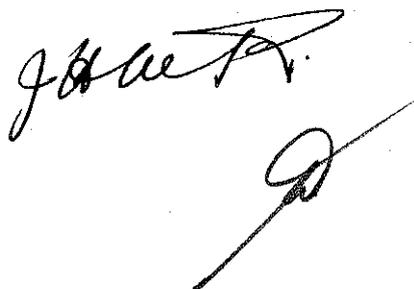
All that freehold parcel of land containing 2.5239 hectares more or less being part Allotment 8 Parish of Opaheke parts being shown as Lots 1 and 2 Deposited Plan 52164 and being the balance of the land in Certificate of Title Volume 19D Folio 254 (North Auckland Registry)

SUBJECT TO:

- (1) Fencing agreement in Transfer 182544
- (2) Section 351(D)(3) Municipal Corporations Act 1954
- (3) Perpetual right of way over the part Lot 8 Plan 1314 coloured yellow on Plan 58853.

Lot 2 Plan 52164 is subject to the reservations and conditions imposed by Section 59 of the Land Act 1948

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** that portion more particularly delineated in blue on the annexed plan hereto **RESERVING NEVERTHELESS** to that excepted portion full rights of ingress and egress from and to Clark Road, Papakura, Auckland.



ST MARYS SCHOOL, PAKAPURA

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 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:

1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
	x				
	x	x			
	x	x			
		x			
		x			
		x			
		x			
		x			
			x		
			x		
				x	
				x	
				x	
					x
					x

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SITE

- Repair main entrance gate
- Rebuild crib walls to west of main gate. Provide drainage behind crib walls and block wall
- Tarseal area west of main entrance
- Provide safety fences to top of retaining walls
- Repair kerb and channels to drive
- Repair failing areas to drive, and in front of admin. area
- Repair failing areas of car park and overseal entire area
- Repair channel north of Block C
- Seal off disused drain corner of Blocks E and F
- Upgrade drains and repair seal north end of Block F
- Clean out all cesspits and ensure drains are clear
- Provide Gt and sealed earthenware drain from floor waste in Area 1 and connect to sanitary drainage system
- Provide sealed earthenware drain from DP Area 1
- Provide drainage from court area west of Block F and connect to system via cesspits
- Provide a mowing strip to west-side of court and build up grassed area to suit
- Weed kill and tidy up seal to west side of Block E and G
- Remove capping blocks from block wall to south of court and plaster top of wall
- Provide drainage behind walls and regrade grass areas south side of Block E
- Re-form channel to paving south side of Blocks C and D

	1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
BLOCK B						
Exterior (continued)						
Repair and refix as required vertical boards				x		
Repaint (half cost to be met by education board)				x		
Replace ridging, refix overflashings and repaint all roofing				x		
Clean out all gutters and downpipes						
Interior						
Area 25						
Re-condition zip boiler						
Repair cupboard doors, hinges, catches						
Redecorate (half cost to be met by education board)						
Replace friction stays and upgrade catches						
Area 26						
Repair door check to exterior and upgrade hardware						
Fit neat panels to exterior doors						
Replace all sash fasteners and provide handles						
Provide soft floor coverings throughout						
Attend roof leak by centre post						
Redecorate, surface fix ceiling tiles						
Mechanical						
Areas 25 and 26						
Upgrade heating to state school standards						
Electrical						
Upgrade lighting in area 26 to state school standards						
Fire Protection						
Fire Equipment						
Install a 9 litre water CO ₂ extinguisher in area 26						
Carry out service to existing hose reels and special risk extinguisher						
General						
Remove portable heaters from area 25						
Remove portable heaters from area 26						

J. H. ...

[Signature]

	1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
BLOCK C						
Interior (continued)						
Area 20 and 23						
Provide linings to wing wall and paint		x				
Area 22						
Provide brackets to support S/s hand basin		x				
Securely fix S/S hand basins		x				
Mechanical						
Upgrade heating to state school standards in areas 10-15			x			
Electrical						
Replace defective socket outlets and bond metal toilet fixings to earth	x					
Upgrade all lighting to state school standards and repair area 20 outside light			x			
Main Switchboard						
Replace TRS cables, provide circuit legend and repair connection to MICs cables		x				
Fire Protection						
Fire Alarm						
Install a manual call point in area 15 and 19	x					
Remove portable heater from area 14						
BLOCKS D, E AND F						
Exterior						
Repair all rotten and cracked timber frames to north walls			x			
Replace exterior door to Area 6 of Block E						
Replace wide exterior doors to Areas 4 and 5 of Block F and area 8 of Block D with a standard size door with side panel						
Provide full height door stops, hold-back hooks and door checks to all exterior doors						
Replace steel louvre frames with aluminium						
Dress lead flashings						
Exterior						
Provide landings to north doors						
Repair back vent overflashings						
Repair all exterior seating						
Replace fibrolite roofing to lower roofs						

	1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<p>BLOCKS D, E AND F</p> <p>Exterior (continued)</p> <p>Repaint exterior (half cost to be met by education board)</p> <p>Replace cracked and rotten fascia boards, trims</p> <p>Re-sheath north end of Block F</p> <p>Birdproof all fibrolite roofing and caps</p> <p>Replace sashes to west side of Area 6 of Block E</p> <p>Clean bricks to end of Area 7</p> <p>Seal off disused DP rear of Block D</p> <p>Replace broken vents</p> <p>Paint all bare corrugated iron</p> <p>Steam clean and paint all roofs</p>		<p>x</p> <p>x</p> <p>x</p> <p>x</p> <p>x</p> <p>x</p>	<p>x</p>	<p>x</p> <p>x</p> <p>x</p>		
<p>BLOCK D</p> <p>Interior</p> <p>Area 8</p> <p>Fit heavy duty door checks and hold-back hooks to both doors</p> <p>Provide gang control gear to all high louvres</p> <p>Repair all window fasteners and bolts</p> <p>Resurface floor and repair exterior door</p> <p>Redecorate (half cost to be met by education board)</p> <p>Area 9</p> <p>Finish off this area and provide door opening to area 6</p> <p>Redecorate (half cost to be met by education board)</p>		<p>x</p> <p>x</p> <p>x</p> <p>x</p>		<p>x</p>		
<p>Mechanical</p> <p>Area 8</p> <p>Upgrade heating to state school standards</p>						<p>x</p> <p>x</p>
<p>Electrical</p> <p>Area 8</p> <p>Replace all defective socket outlets</p> <p>Upgrade lighting to state school standards</p> <p>BLOCK E</p> <p>Interior</p> <p>Area 6</p> <p>Fit new friction stays to sashes and secure same</p> <p>Repair ceiling and refix all sheets</p> <p>Provide gang control gear to all high louvres</p> <p>Fit door checks and hold-back hooks to both doors</p>	<p>x</p>					

John R.

	1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<p>BLOCK E Interior Area 6 (continued) Re-surface floor Redecorate (half cost to be met by education board) Area 7 Repair roof leak and ceiling This area to be neatly completed and redecorated Repair steps Fit door check and hold-back hook to exterior door Upgrade hardware Ease all sashes and refix hardware.</p>		<p>x x x x x x</p>		<p>x</p>		<p>x</p>
<p>Mechanical Area 6 Upgrade heating to state school standards</p>	<p>x</p>		<p>x</p>			
<p>Electrical Replace defective outlet sockets Upgrade lighting to state school standards</p>			<p>x</p>			
<p>Fire Protection Means of Egress Replace the lock on exit door from area 6 with a type that can be opened from the inside without the use of keys Repair the broken snib bolt on the exit door from area 7</p>	<p>x x</p>					
<p>Fire Alarm Provide manual call point in area 7</p>	<p>x</p>					
<p>General Remove portable heater from area 6</p>	<p>x</p>					
<p>BLOCK F Interior Area 2 Attend to roof leak and repair ceiling Area 3 Attend to roof leak and repair ceiling Fit plywood or similar dado to prevent wall damage Ease door and repair door check, door to area 6, upgrade hardware</p>		<p>x x x x</p>				<p>x</p>

J. J. J.

1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<p>BLOCK F Interior Area 3 (continued) Fit door stop and hold-back hook to above door Repair shelf Repair walls and redecorate whole area (half cost to be met by education board) Area 4 Provide gang control gear to all high louvres Repair ceiling and refix all sheets Repair door check, door to area 3 Fit door check and hold-back hook to exterior door Redecorate (half cost to be met by education board) Resurface floor Finish off the dividing wall to area 5 Area 5 Provide gang control gear to all high louvres Repair ceiling and refix all sheets Fit door check to door to area 3 Fit door check and hold-back hook to exterior door Resurface floor Redecorate (half cost to be met by education board) Finish dividing wall to Area 4</p> <p>Mechanical Areas 4 and 5 Upgrade heating to state school standards</p> <p>Electrical Provide circuit legend to switchboard, provide earthing, cover to board and replace defective socket outlets Upgrade lighting to state school standards Fire Protection Means of Egress Replace the locks on exit doors from areas 4 and 5 with a type that can be opened from the inside without the use of keys Fire Alarm Provide manual call point in area 3</p>	<p>x x x x x x x x x x x x</p>		<p>x x</p>		<p>x x x</p>

John R. P.

[Signature]

1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
BLOCK H (continued)					
<u>Structural</u> Brace walls in longitudinal direction to MWD standards					
<u>Mechanical</u> Area 33 Upgrade heating to state school standards		x			
<u>Electrical</u> Upgrade lighting to state school standards and repair light fittings in area 34 Repair broken cable in area 35 Secure switchboard cover and check earth	x x	x			
<u>Fire Protection</u> Replace lock on exit door from area 35 with a type that can be opened from the inside without the use of a key					
BLOCK I					
<u>Exterior</u> Replace roofing to areas 38 and 40 and paint Replace all spouting Provide DP to area 39 Replace overflashing area 36 Paint bare roofing to areas 36, 37 and 39 Repair downpipes Plaster steps to area 39 Repaint whole of exterior (half cost to be met by education board)	x x x x x		x x		
<u>Interior</u> Area 36 Provide ceiling Repair floor coverings Complete linings and redecorate Fit door check and hold-back hook to exterior door Area 37 Repair door and frame and ensure security Provide shelving as required Area 38 Replace floor coverings with lino or similar material Repair all window fasteners and louvre frames Repair cupboard doors	x x x x x				x

J. H. P.

	1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<p>BLOCK I Interior</p> <p>Area 38 (continued) Repair door check Fit "Formica" or similar splashback to sink Area 39 Replace floor covering with lino or similar material Fit door check and hold back hook to exterior door Strengthen all shelving Fit a ceiling Redecorate (half cost to be met by education board) Area 40 Replace floor coverings with lino or similar material Repair window fasteners and louvre frames Repair door check and fit hold-back hook Fit "Formica" or similar splashback to sink</p> <p>Mechanical Upgrade heating to state school standards in areas 38 and 40</p> <p>Fire Protection Fire Equipment Install a 9 litre water CO₂ fire extinguisher in area 36</p> <p>Electrical Earth sink benches</p> <p>GENERAL Improve sub-floor ventilation to Blocks B, C, D, E and F to education board standard</p> <p>BUILDING REQUIREMENTS Provide by new construction or remodelling: Teaching area of 65m²) 29m² of resource area) Junior resource workroom of 14m²) Staffroom of 37m²) Staff kitchen of 4.5m²) Interview room of 7m²) Casualty sickroom of 14m²)</p>		<p>x x</p> <p>x x x x</p> <p>x x x</p> <p>x</p> <p>x</p>		<p>x</p>		<p>x</p>
					<p><i>[Signature]</i></p>	

1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<p>x</p>	<p>x</p>				<p>x</p>

John R.

[Signature]

BUILDING REQUIREMENTS (continued)

- 1 WC, 1 WHB, 1 STDU for female staff)
- 3 WCs and 1 STDU for girls toilets)
- Demolish areas 21 and 22 of Block C and area 1 of Block G and provide:)
- 9 PCs and 5 WHBs for boys)
- 8 WCs, 4 WHBs and 1 STDU for girls)

FIRE PROTECTION GENERAL

Install a low voltage fail safe fire alarm system

BLOCK F
AREA

- ROOM
2 ENTRANCE
3 CORRIDOR
4 CLASSROOM 59.86 m²
5 CLASSROOM 59.86 m²

TOTAL AREA = 150.16 m²

BLOCK D
AREA

- ROOM
8 CLASSROOM 59.28 m²
9 CORRIDOR

TOTAL AREA = 19.54 m²

BLOCK G
ROOM

- 1 INFANTS TOILETS

TOTAL AREA = 29.34 m²

BLOCK E
ROOM

- 6 CLASSROOM 74.26 m²
7 ENTRANCE
7A STORE/OFFICE

TOTAL AREA = 95.77 m²

BLOCK C
ROOM

- 10 CLASSROOM 59.28 m²
11 CLASSROOM 59.36 m²
12 CLASSROOM 59.36 m²
13 OFFICE 16.28 m²
14 OFFICE 8.45 m²
15 RECEPTION 4.55 m²
16 STORE
17 TOILET
18 TOILET
19 CORRIDOR
20 ENTRANCE
21 TOILETS (BOYS)
22 TOILETS (GIRLS)
23 ENTRANCE
16A RESOURCE

TOTAL AREA = 356.08 m²

BLOCK B
ROOM

- 24 PASSAGE 24.58 m²
25 STAFFROOM 21.6 m²
26 LIBRARY

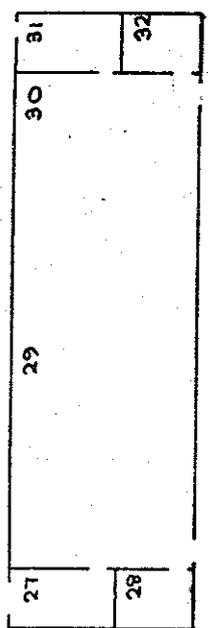
TOTAL AREA = 110.44 m²

J. A. R.

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

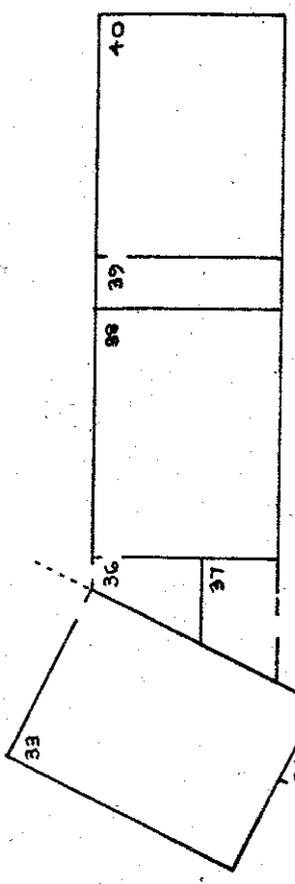
Drawing No:	EIP 212 02	Scale:	1:300
Date:	14 JANUARY 1981	SHEET 2 OF 3 SHEETS	
Revision	20 MAY 1982	Drawn: <i>Jes</i>	

J. M. R.



BLOCK A

ROOM	AREA
27 STORE	8.58 m ²
28 RESOURCE	6.6 m ²
29 CLASSROOM	67.2 m ²
30 CLASSROOM	67.2 m ²
31 STORE	8.58 m ²
32 RESOURCE	6.6 m ²
TOTAL AREA = 172.8 m²	



BLOCK H

ROOM	AREA
33 CLASSROOM	12.03 m ²
34 STORE	4.31 m ²
35 ENTRANCE	6.36 m ²
TOTAL AREA = 81.36 m²	

BLOCK I

ROOM	AREA
36 ENTRANCE	9.72 m ²
37 ENTRANCE	11.26 m ²
38 CLASSROOM	68.16 m ²
39 STORE	12.92 m ²
40 CLASSROOM	68.16 m ²
TOTAL AREA = 177.54 m²	

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

Drawing No:	EIP 212 03	Scale:	1:300
Date:	14 JANUARY 1981	SHEET 3 OF 3 SHEETS	
Revision	20 MAY 1982	Drawn: <i>led</i>	

FOURTH SCHEDULE

J. H. H.

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

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

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 Special 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 thirteen (13) teachers.