

THIS DEED OF AGREEMENT is made the 29 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

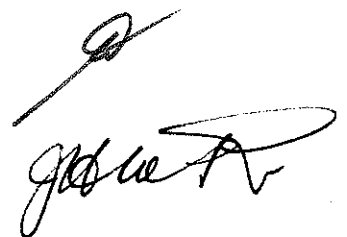
AND HER MAJESTY THE QUEEN acting by and through the Minister of Education (hereinafter referred to as "the Minister") of the second part

WHEREAS:

- A The Proprietor is the owner of St. Michael's School, REMUERA, hereinafter referred to as "the School")
- B The School is a Roman Catholic Primary School for boys and girls from new entrants to Standard Four (4) 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:-

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**

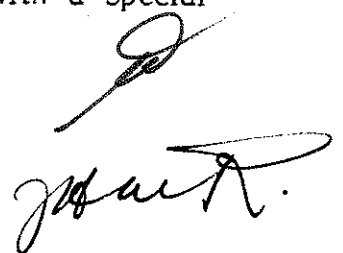
- (i) At the request of the Proprietor, the School Committee may grant the use of the School premises and chattels to the Proprietor or other person or persons at any time when the School premises and chattels are not required for school purposes and the School Committee shall not unreasonably or arbitrarily 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 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 :-

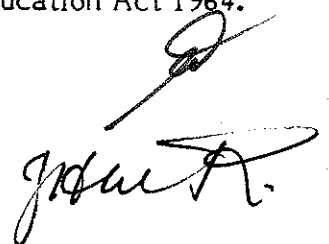


The School is a Roman Catholic School in which the whole School community through the general School programme and in its Religious instructions and observances, exercises the right to live and teach the values of Jesus Christ. These values are as expressed in the Scriptures and in the practices, worship 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) 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 sixty-seven (167) 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-five (185) 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 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.

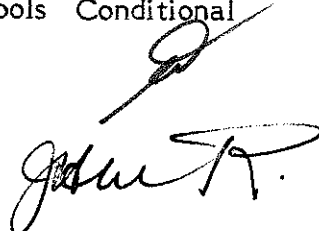
15. THERE shall be a position at the School to be designated Director of Religious Studies in accordance with Section 65(1)(b) of the Private Schools Conditional Integration Act 1975, which position shall be part of the normal

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

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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

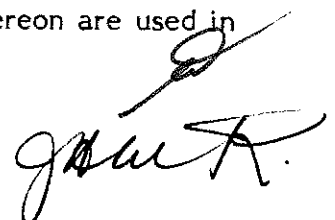
Special Character provided by the School the Proprietor may employ any person as a Chaplain or otherwise, for the purposes of Religious observances or instruction and the provisions of Section 69(2) and (3) of the Private Schools Conditional Integration Act 1975 shall apply.

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

**24. WHERE** any of the costs associated with the conduct of the Proprietor's land and buildings that are not part of the School premises cannot be separated from the costs associated with the operation of the School premises, the Proprietor and the School Committee and/or the Controlling Authority shall contribute to such costs according to their respective use of the services and facilities.

**25. IT** is acknowledged by and between the parties hereto pursuant to **clause 24** hereof that certain of the services and facilities on or serving the Proprietor's land and buildings and other improvements thereon are used in

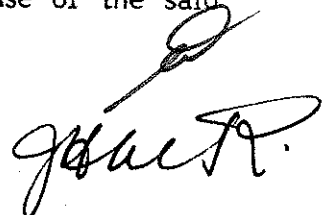
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common for the purpose of the School premises as is more particularly delineated on the plan forming part of the **Second Schedule** hereto. In particular, the access from Beatrice Road and parking area west of the church shaded yellow on the plan forming part of the **Second Schedule** hereto, the water supply, the power supply and the sewerage and drainage systems are all used in common and the costs of maintaining such services and facilities shall be apportioned as provided in **clause 24** hereof. If practicable the power supply to the School premises shall be separately metered at the expense of the Proprietor. Where such services or facilities are wholly or partly situated outside the School premises the Proprietor will continue to make such services or facilities available to the School premises. Where such services lie wholly or partly within the School premises, the Controlling Authority will do nothing to prevent the availability of those services to that part of the Proprietor's land and improvements which are not part of the School premises.

**26. THE** Minister shall be responsible only for the normal maintenance of the retaining walls on the School premises and all other expenditure in respect of the retaining walls on the School premises shall be the responsibility of the Proprietor.

**27. NEITHER** the Minister nor the Controlling Authority shall be responsible for any damage or injury caused by the movement or slipping of any part of the land north-west of the swimming pool other than that arising directly from the negligence of the Minister or the Controlling Authority or their servants or agents.

**28. THE** Proprietor agrees to maintain the building described as Block D on the plan annexed to the **Second Schedule** hereto until this building is either brought up to Department of Education and Ministry of Works and Development standards or is demolished whichever is the case as provided in the **Third Schedule** hereto. The Controlling Authority shall be responsible for the running or operating costs associated with the use of the said

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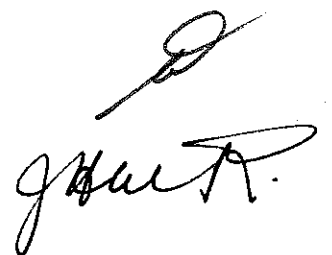
building in particular the power supply, sewerage, drainage and cleaning costs.

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.

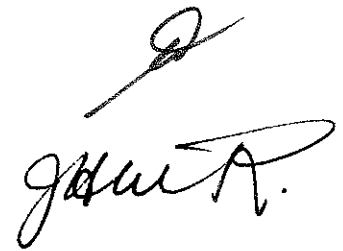
31. THE Minister shall subject to **clause 3(d)** and **(e)**, **clause 26**, **clause 27** and **clause 28** of this Deed of Agreement after the effective date hereof maintain the School premises and the associated facilities in a state of repair order and condition as for a comparable State school 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 1st day of February One thousand nine hundred and eighty-three (1983)

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

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

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SIGNED by JOHN HUBERT MACEY

RODGERS Bishop Auxiliary and )

Administrator of the Diocese of )

Auckland and sealed with the Seal of )

Office of the Diocese of Auckland in the )

presence of:- )

*Benson*  
*Director of Schools*  
*218 Parnell Road,*  
*Auckland.*

*+ John Rodgers*

SIGNED for and on behalf of HER )

MAJESTY THE QUEEN by MERVYN )

LANGLOIS WELLINGTON Minister of )

Education in the presence of:- )

*Mervyn*

*M. J. Yellner*  
*12 Hokianga Road*  
*Hataitai, Wellington, B.*

*(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 Beatrice Road, Remuera, Auckland, being known as **St. Michael's, School, Remuera**, and being more particularly described as follows and delineated in green on the plan forming part of the **Second Schedule** hereto.

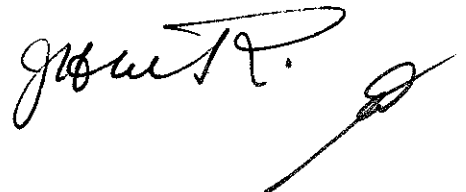
**FIRST**, all that freehold parcel of land containing 1.0651 hectares more or less situated in the City of Auckland and being portion of Allotment 33 of Section 14 of the City of Auckland and being all the land in Certificate of Title Volume 568 Folio 306 (Auckland Registry).

This title is limited as to parcels.

**SECONDLY**, all that freehold parcel of land containing 1006 square metres more or less being Lot 2 Deposited Plan 46008 and being part of Allotments 33 and 34 of Section 14 Suburbs of Auckland and being all the land in Certificate of Title Volume 40C Folio 379 (North Auckland Registry)

**SUBJECT TO** Fencing covenant in Transfer 649083.

**THIRDLY** all that freehold parcel of land containing 2414 square metres more or less being Lot 2 Deposited Plan 86302 and being part Allotment 23 of Section 14 Suburbs of Auckland and being all the land in Certificate of Title Volume 44A Folio 376 (North Auckland Registry)

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SUBJECT TO to a sanitary sewer and stormwater easement and the part marked "A" on Plan 86302 appurtenant to Lot 1 (44A/375) on the said plan created by Transfer 840201.2

The above easement is subject to Section 309(1)(a) Local Government Act, 1974.

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

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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 forms part of this Schedule, TOGETHER WITH all the School buildings and other improvements thereon SAVE AND EXCEPT Area 19 in basement of Block A delineated in blue on the annexed plan and more particularly described in Drawing EIP 236 02 annexed to the **Third Schedule** hereto TOGETHER WITH a reservation in favour of that excepted portion of full rights of ingress and egress between that excepted portion from and to Beatrice Road, Remuera.



## ST MICHAEL'S SCHOOL, REMUERA

## 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.

## ACREED PHASING OF WORK TO BE COMPLETED BY:

SITE	1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
Repair kerbing and clear drain SW corner of high courts.						
Repair stone walls, steps and paving between high level courts and upper grass areas.		x				
Repair stone walls around high level courts.		x				
Provide finish, or concrete channel if required, to south side of high level courts.		x				
Provide retaining walls to west side of high level courts.		x				
Repair tarseal to high level courts.					x	
Repair fencing and replace rusty mesh to high level courts.		x				
Repair drainage and manhole to north east corner high level courts.		x				
Repair drive and kerbs between school and courts and repair channel at bottom of drive.		x				
Repair steps and walls between school and courts.		x				
Repair tar seal to north of main block.		x				
Repair tar seal leading to steps to pool.					x	
Replace mesh and repair fence between main block and pool.					x	
Repair stone walls to lower courts and to steps to main block.		x				
		x				

*John R.*

Repair fence and replace rusty mesh to lower courts.  
Provide concrete edging to all sides of lower court.  
Provide surface drainage and connect to stormwater system via cesspits.  
Kill weeds and repair all faulty tar seal to lower courts  
Upgrade and repair valley ball wall.  
Regrade lower grassed area and provide field drainage connected to stormwater system via cesspits.  
Kill weeds around dressing sheds.  
Repair stone wall to south of swimming pool complex.  
Provide fences to east boundaries.  
Provide round grates to all gullies, with fixed down "D" grates to prevent rubbish infiltration.  
Upgrade gates from Bassett Road entrance.  
Provide fencing to north east boundary and tidy up area on completion of development work.  
Provide fencing between school and residence on southwest of church and tidy up area  
Renew kerbs and channels to drive from Beatrice Road.  
Provide a safety barrier between drive and grass area  
Repair IC cover and concrete at head of drive.  
Provide safety fences to tops of retaining walls on south west sides of high level courts.  
Provide pipe and chain barrier at northwest corner of church.  
Provide retaining walls to tar seal area  
Clean up bank and regrade to a mowable grade between Block B and Presbytery.  
Regrade tar seal area to ensure the flow of surface water to cesspits.  
Clean out drain behind Block B and fix grating to same  
Repair tar seal in sand pit and playground area.  
Repair retaining wall between Blocks B and A.  
Provide fences between school and Presbytery.  
Rebuild retaining walls between school and Presbytery  
Repair "Buchen" traps breather covers.  
Upgrade channel to south of Block C.  
Repair stone walls south of Block C.

[illegible]

SITE (Contd)	1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
Repair tar seal between church and school.						
<u>Incinerator</u>						
Provide an incinerator to education board requirements		x				
<u>BLOCK A</u>						
<u>Exterior</u>						
Replace all cracked, rotten and broken weatherboards.		x				
Repair broken corner boxes and scribes.		x				
Birdproof whole of building and rebuild ramp and handrails to Area 7.		x				
Repair all sashes and frames and re-putty as necessary		x				
Ease sashes and repair sash cords.		x				
Replace window flashings.		x				
Replace rusty roof overflashings on both sides of Area 12.		x				
Replace four sheets of roofing, two each side of Area 10.		x				
Replace rusty ridge caps to Area 11.		x				
Replace one sheet bottom of valley Areas 11 to 12		x				
Replace rusty ridge caps to Areas 13 and 9.		x				
Replace all rusted downpipes.		x				
Replace all rusted barge caps.		x				
Repaint block including roof.		x				
<u>Interior</u>						
<u>Area 1</u>						
Ease cupboard doors and replace damaged hinges and locks.		x				
Replace blinds.		x		x		
Replace carpet tiles with "Duralay" or similar.					x	
Securely fix pelmet, and repair cill board.		x				
Redecorate (half cost to be met by Education Board).						
Surface fix peeling tiles.						x
Fit door stop, door check and hold back hook.		x			x	

*John A.*

BLOCK AInterior (Contd)Area 2

Securely fix pelmet, and repair cill board  
 Repair or replace faulty carpet tiles  
 Surface fix ceiling tiles and renew scotias  
 Ease cupboard doors. Provide catches.  
 Replace blinds.  
 Redecorate (half cost to be met by education board)  
 Fit door stop, door check and hold back hook to door  
 to passage  
 Repair linings under chalkboard.

Area 3

Securely fix pelmet and repair cill board.  
 Replace carpet tiles with "Duralay" or similar.  
 Replace blinds.  
 Surface fix ceiling tiles  
 Redecorate (half cost to be met by education board).  
 Fit door check, door stop and hold back hook to  
 door to passage.

Area 4

Redecorate with Area 3 (half cost to be met by  
 education board)

Area 5

Repair floor coverings.  
 Provide door stop.  
 Redecorate (half cost to be met by education board)  
 Repair overflowing system.  
 Replace soil pipe connector.

Area 6

Ease cupboard doors.  
 Refix bench top face.  
 Redecorate (half cost to be met by education board)

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

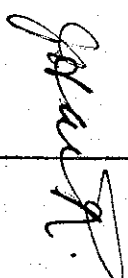
x

x

x

x x

x





<u>BLOCK A</u>		1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>Interior (Contd)</u>							
<u>Area 13</u>							
Replace carpet tiles with "Duralay" or similar.						X	
Face fix ceiling tiles.						X	
Refix all display boards.			X				
Ease cupboard doors and adjust catches.			X				
Fit door check, hold back hook and door stop to door to passage			X				
Redecorate (half cost to be met by education board)							X
Secure pelmet and repair cill board.			X				
<u>Areas 14-15</u>							
Recondition "zip" boiler and repair leak under same.			X				
Repair wall linings.			X				
Ease cupboard doors and adjust catches.			X				
Provide door stop.			X				
Repair floor coverings.			X				
Redecorate (half cost to be met by education board)							X
<u>Area 16</u>							
Replace rotten splash back.			X				
Ease cupboard doors and adjust catches.			X				
Redecorate (half cost to be met by education board)							X
<u>Area 17</u>							
Repair seats.			X				
Repair and overseal floor.				X			
Complete painting to Area 18.			X				
<u>Area 18</u>							
Upgrade room to education board standards for a caretaker's room.			X				
<u>Structural</u>							
Upgrade subfloor bracing to MWD standards.				X			

## Mechanical

Electrical

# FIRE PROTECTION

### Means of Egress

### Fire Equipment

## Fire Alarm

## Linings

31.388



✕



✕

John A.

BLOCK "B"Exterior

Realign spouting, ensuring falls to DPs and provide cages to DPs

Secure spouting to north face to prevent further damage

Steam clean roof, treat for mould and paint with Healings Alumastic or similar.

Replace rusted steel louvre fittings with aluminium.

Repair all doors, door frames, windows and window frames facing north.

Repair TV corner of Area 28.

Repair all lower panels of full length windows to east and west walls.

Repair flashings of roof penetrations.

Rectify all birdproofing to whole block.

Replace all cracked fascias facing north.

Replace fibrolite overflashing high to low roof Area 20.

Re-putty all clerestory sashes.

Repaint.

InteriorAreas 20 & 28

Repair floor coverings.

Rectify dampness and water infiltration to low windows

Ease cupboard doors, adjust catches and refit handles

Repair bench top to Area 28.

Fit heavy duty door checks, door stops and hold back hooks to exterior doors.

Redecorate.

Areas 22 & 23

Repair damaged walls.

Redecorate.

Fit hold back hook to door.

Area 25

Repair floor coverings.

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

x

x

x

x

x

x

BLOCK "B"Interior (Contd)

Repair and adjust exterior doors and fit heavy duty door checks, hold back hooks and door stops.

Fit secure bolts.

Ease cupboard doors, adjust catches and refit handles

Rectify dampness and water infiltration to low windows  
Redecorate.

Area 26

Repair floor coverings.

Complete the work on new sink bench.

Ease cupboard door and adjust catch.

Repair exterior doors and fit heavy duty door checks, door stops and hold back hooks.

Rectify dampness and water infiltration to low windows

Repair sashes.

Redecorate.

Area 27

Fit cable covers.

Resurface concrete paving.

Structural

Upgrade roof system and overall stability to MWD standards

Mechanical

Upgrade heating to state school standards in areas 20, 25, 26 and 28.

Electrical

Upgrade lighting to state school standards in areas 20 and 23

Earth sink benches

Provide time switch control to electric heaters.

Bring earthing up to standard.

Improve circuit legend.

Indicate location of earth on switchboa

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

x

x

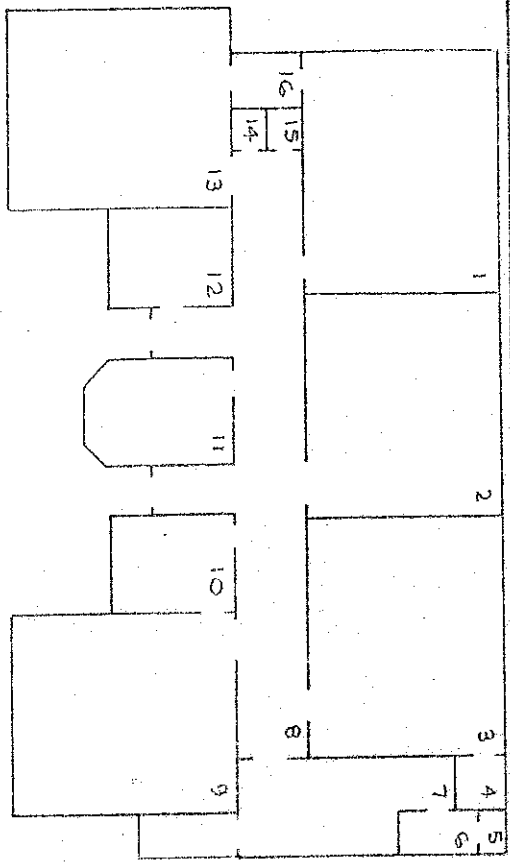
x

*John A. T.*

		1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>BLOCK "B"</u>							
<u>Interior (Contd)</u>							
<u>FIRE PROTECTION</u>							
<u>Means of Egress</u>							
Provide a lock to alternative egress doors from areas 26 and 28 that can be opened from the inside without the use of keys.		x					
<u>Fire Alarm</u>							
Install a manual call point and sounder in area 27 linked into system proposed for Block A.		x					
<u>General</u>							
Remove portable electric heaters from area 25.		x					
<u>BLOCK "C"</u>							
<u>Exterior</u>							
Fit purpose made screens to north face windows.				x			
Replace all rotten barge and fascias.				x			
Repaint.				x			
Replaster tops of door screen walls.				x			
<u>Area 29</u>							
Repair all cubicle partitions and doors				x			
Provide "Flecto" or similar seamless flooring.				x			
Replace rotten timber behind urinal cistern.				x			
<u>Area 30</u>							
Replace one broken toilet pan at end cubicle.			x				
Repair all cubicle partitions and doors.				x			
Upgrade balance of toilet cisterns and flush pipes.				x			
Provide "Flecto" or similar seamless floor coverings.				x			
<u>Structural</u>							
Replace block by 31 March 1989.							
<u>Electrical</u>							
Earth sink bench.			x				

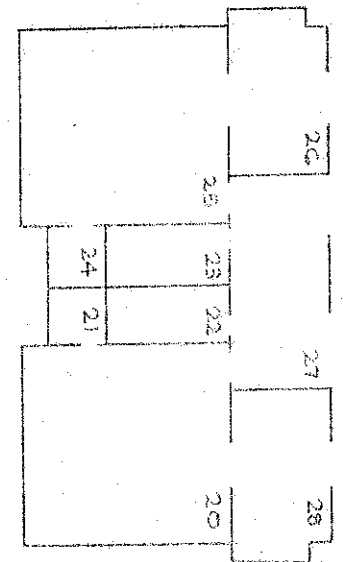
BLOCK "D"	1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>Exterior</u>						
Thoroughly clean inside of spoutings and paint same.		x				
Repair and securely fix all spouting supports.		x				
Paint exterior seats, doors and frames in gloss enamel		x				
Provide grilles to wastes from footbaths to prevent infiltration of rubbish.	x					
Provide door stop to filter room door to prevent further damage.		x				
Treat all rusty metalwork and pipework to footbaths.		x				
<u>Interior</u>						
<u>Area 33</u>						
Replace damaged cupboard door.		x				
<u>Areas 34 &amp; 35</u>						
Fit heavy duty soap dishes.		x				
<u>Electrical</u>						
Earth urinal.		x				
<u>Fire Protection</u>						
Reduce the amount of pool chemical stored in area 32 to one ready use drum.		x				
<u>Furniture and Equipment</u>						
Upgrade furniture in those areas noted by education board officers.		x				
<u>BUILDING REQUIREMENTS</u>						
Demolish or upgrade Block D to MWD standards and provide changing facilities.						
Provide by new construction or remodelling:						
Principal's office of 11m <sup>2</sup>		x				
Casualty/sickroom of 9m <sup>2</sup>		x				
1 WC, 1 WMB and 1 STDU for female staff		x				
1.8m steel urinal for boys toilets		x				
Store for pool chemicals		x				

x



ROOM	AREA
1 CLASSROOM	70.53m <sup>2</sup>
2 CLASSROOM	64.6m <sup>2</sup>
3 CLASSROOM	63.4m <sup>2</sup>
4 STORE	3.61m <sup>2</sup>
5 TOILET	5.4m <sup>2</sup>
6 SICK ROOM	
7 LOCKER ROOM	
8 CORRIDOR	62.32m <sup>2</sup>
9 LIBRARY	16.38m <sup>2</sup>
10 OFFICE	22.83m <sup>2</sup>
11 STAFF ROOM	16.39m <sup>2</sup>
12 RESOURCE MATERIAL ROOM	62.32m <sup>2</sup>
13 CLASSROOM	1.65m <sup>2</sup>
14 CLEANER	1.65m <sup>2</sup>
15 TEA	4.8m <sup>2</sup>
16 STORE	

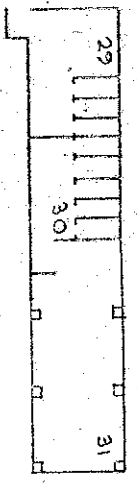
TOTAL AREA = 530.16m<sup>2</sup>



ROOM	AREA
20 CLASSROOM	59.66m <sup>2</sup>
21 STORE	4.41m <sup>2</sup>
22 CLOAK ROOM	
23 CLOAK ROOM	
24 STORE	4.41m <sup>2</sup>
25 CLASSROOM	59.66m <sup>2</sup>
26 ACTIVITY AREA	23.44m <sup>2</sup>
27 VERANDAH	
28 ACTIVITY AREA	23.44m <sup>2</sup>

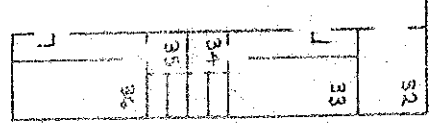
TOTAL AREA = 246.59m<sup>2</sup>

UNEXCAVATED



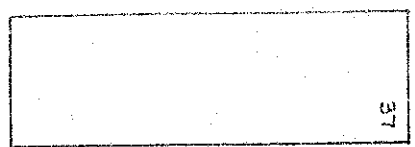
ROOM	AREA
29 BOYS TOILETS	
30 GIRLS TOILETS	
31 PARKING	

TOTAL AREA = 68.04m<sup>2</sup>



ROOM	AREA
32 FILTER ROOM	7.2m <sup>2</sup>
33 GIRLS CHANGE	
34 GIRLS TOILETS	
35 BOYS TOILETS	
36 BOYS CHANGE	

TOTAL AREA, 70.52m<sup>2</sup>



*quarta*

ROOM	AREA
17 OPEN AREA	17.16m <sup>2</sup>
18 WORKSHOP	24.08m <sup>2</sup> (NON INTEGRATING)
19 TENNIS COURT	

TOTAL AREA = 249.77m<sup>2</sup>

# DEPARTMENT OF EDUCATION

buildings division: integration of private schools

School: ST MICHAEL'S COL, REMUERA

Drawing No:

Scale:

EIP 236 02

1:300

Date:

SHEET 2 OF 2 SHEETS

19 MARCH 1981

Revision 8 MAY 1981

Drawn: *des*

ROOM 37 SWIMMING POOL AREA 80.6m<sup>2</sup>

# FOURTH SCHEDULE

St. Michael's School, REMIERA

Schedule of staff appointments to Schools Conditional Integration Act 1975 being special positions relating to the special character of the school

Under Sections 65(1) & 66 of the Private

Total Staff Entitlement of School	Principal to be Appointed under S.65 (1) (a) Private Schools Conditional Integration Act 1975 Number of Staff to be so Appointed	Director of Religious Studies to be Appointed under S.65 (1) (b) Private Schools Conditional Integration Act 1975 Scale A or B1 or Higher	Senior Teacher Junior Classes to be Appointed under S.65 (1) (d) Private Schools Conditional Integration Act 1975 Number of Staff to be so Appointed	Religious Instruction Positions of Importance Number of other teachers to be Appointed under S.65 (1) (c) of Private Schools Conditional Integration Act 1975 Number of Staff to be so Appointed (See Footnote No. 2 to this Schedule)	Deputy Principal to be Appointed under S.66 Private Schools Conditional Integration Act 1975 Number of Staff to be so Appointed
Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
1	1	.	.	1	.
2	1	.	.	1	.
3	1	.	.	1	.
4	1	.	.	2	.
5	1	.	.	1	.
6	1	.	.	2	1
7	1	.	.	1	1
8	1	.	.	2	1
9	1	.	.	2	1
10	1	.	.	3	1
11	1	.	.	3	1
12	1	.	.	4	1
13	1	.	.	4	1
14	1	.	.	5	1
15	1	.	.	6	1
16	1	.	.	7	1
17	1	.	.	7	1
18	1	.	.	7	1
19	1	.	.	8	1
20	1	.	.	8	1
21	1	.	.	9	1
22	1	.	.	9	1
23	1	.	.	9	1
24	1	.	.	10	1
25	1	.	.	10	1
26	1	.	.	11	1
27	1	.	.	11	1
28	1	.	.	12	1
29	1	.	.	12	1
30	1	.	.	13	1

*John A.*

## 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) hereto 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 (3) 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.