

THIS DEED OF AGREEMENT is made the 12 day of October One thousand nine hundred and eighty-two (1982)

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 **Star of the Sea School, HOWICK**, (hereinafter referred to as "the School")
- B The School is a Roman Catholic Primary School for girls from new entrants to Form Two (2) and boys 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 girls and boys established by the Roman Catholic Bishop of the Diocese of Auckland for the Roman Catholic community of the Diocese of Auckland which promotes and supports the School and of which the School is part, to provide and to continue to provide Education with a Special Character, that is to say :-

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

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

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

7. (a) THE Controlling Authority of the School shall be the Education Board of the Auckland Education District as constituted pursuant to Section 15 of the Education Act 1964.

- (b) The School shall be managed by a School Committee constituted pursuant to the provisions of Section 26 of the Private Schools Conditional Integration Act 1975. The School Committee shall consist of :-
- (i) One (1) member to be appointed by the Proprietor of the School;
 - (ii) 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-nine (169) 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 ninety-one (191) 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 ten (10) 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

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

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

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

21. IT is agreed by and between the parties hereto that as Religious observances and Religious instruction form part of the Education with a

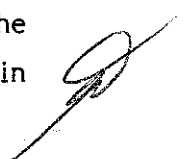
Special Character provided by the School the Proprietor may employ any person as a Chaplain or otherwise, for the purposes of Religious observances or instruction and the provisions of Section 69(2) and (3) of the Private Schools Conditional Integration Act 1975 shall apply.

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

23. THE School is a Primary School for girls from new entrants to Form Two (2) and boys from new entrants to Standard Four (4) and shall remain so until such time as an agreement to a change in this organisation of the School is reached between the Proprietor and the Minister and the parties hereto enter into a supplementary Deed of Agreement to give effect thereto.

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

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


* J.M.

common for the purpose of the School premises and as is more particularly delineated on the plan forming part of the **Second Schedule** hereto. In particular, the accessways from Granger Road and the sealed areas, the water supply, the power supply and the sewerage and drainage systems are all used in common and the costs of maintaining such services and facilities shall be apportioned as provided in **clause 24** hereof. If practicable the power supply to the School premises shall be separately metered at the expense of the Proprietor. Where such services or facilities are wholly or partly situated outside the School premises the Proprietor will continue to make such services or facilities available to the School premises.

26. THE Minister 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 movement or slipping of any part of the land to the South West of Block B on the school premises other than that arising directly by virtue of the negligence of the Minister or the Controlling Authority or its servants or agents.

28. THE Minister and the Controlling Authority shall not be responsible for the maintenance of Blocks A, D and E more particularly shown on the annexed plan and the Proprietor shall maintain Blocks A, D and E at a reasonable standard until such times as the said blocks are demolished.

29. THE Minister and the Controlling Authority shall be responsible for the running or operating costs associated with the use of Block D and the integrated areas of Block A, in particular the power supply, water, sewerage and drainage and cleaning costs.

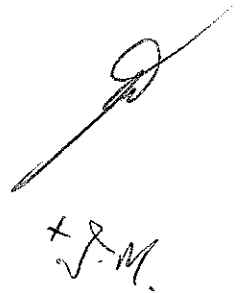
30. THE Proprietor shall not engage any teachers between the date of execution of this Deed of Agreement and the effective date of integration other than those whose names have already been notified by the Proprietor to the Director-General of Education without first obtaining the consent of the Director-General.

31. 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.

32. THE Minister shall subject to **clause 3(d) and (e), clause 26, clause 27, clause 28 and clause 29** 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.

33. THE effective date of this Deed of Agreement shall be the 13th day of October One thousand nine hundred and eighty-two (1982)

34. 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.

A handwritten signature, possibly 'J. M.', is written in the bottom right corner of the page. Below it, the initials 'J.M.' are written with a small cross or asterisk to the left.

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

SIGNED by JOHN MACKEY, THE
ROMAN CATHOLIC BISHOP OF THE
DIOCESE OF AUCKLAND and sealed
with his Seal of Office in the presence
of:-

)
)
) + John Mackey
)
)

Brown
Director of Schools
218 Parnell Road.
Auckland.

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

)
)
)
)
) *Mervyn*
)

M. J. Yoklav
12 Hahira 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 Granger Road, Howick, being known as **Star of the Sea School, HOWICK**, 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 1.8921 hectares more or less being part of the land on Deposited Plan 18641 and being part Allotment 13 of Section 7 Small Lots near Howick and being all the land in Certificate of Title Volume 21B Folio 345 (North Auckland Registry)

SUBJECT TO

1. Building line restriction contained in K.97353.
2. Transfer granting an Electricity Easement in gross over part to the Auckland Electric Power Board.

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

+ J. M.


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 Blocks B, I, K and part of Block A and the land immediately surrounding the same more particularly delineated in blue on the annexed plan TOGETHER WITH a reservation in favour of those excepted portions and Blocks C and J on the non-integrated land of full rights of access inter se and of ingress and egress over the accessways shaded yellow on the annexed plan from and to Granger Road, Howick, Auckland.

+J. M.



STAR OF THE SEA SCHOOL, HOWICK

THIRD SCHEDULE

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

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

In those cases where the words "half cost to be met by Education Board" appear in relation to particular works, the buildings supervisor of the Auckland Education Board shall draw up the specifications for such particular works and the proprietor shall obtain his approval to the contractor and to the price before commencing such works. All work is to be carried out by tradesmen or in a workmanlike manner to the Auckland Education Board standards

AGREED PHASING OF WORK TO BE COMPLETED BY

SITE	13.10.82	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
Repair sanitary drainage pipeline in gully		x				
Repair and rebuild cesspits and inspection chambers adjacent to Blocks A,K,I & H as required		x				
Provide channels and edging to main court area plus cesspits and outlet drains and restore seal as required		x				
Upgrade grassed play areas to Education Board standards		x				
Upgrade high mesh fencing around playfield to Education Board standards		x				
Upgrade all boundary fencing where required to Education Board standards						
Upgrade chainposts and chain barrier to gateway entrance by Block G					x	
Provide additional court sockets to main court			x			
Replace link paths between Blocks A,I,D & F and provide new pedestrian paths into site		x				
Upgrade seal between Blocks D,I & H to Education Board standards		x				
Demolish old wall by Block H and rebuild						
Reconstruct concrete block and slab walls in corner of playfield to Education Board standards					x	
Upgrade vehicle entrance ways and car park to Education Board standards			x			
Provide chain barrier to main driveway			x			
Provide appropriate letterbox and name panel in main driveway		x				

T.S.M.

SITE (cont'd)	13.10.82	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
Provide incinerator bay to Education Board standards and provide new flue. Replace missing door bolts		x				
Raise level of grassed area to level of court at western end of Block A		x				
<u>Block A</u>						
<u>Fire Protection</u>						
Replace existing fire alarm system with a low voltage fail safe system	x					
Remove portable heaters from areas 4,12,18 and 24	x					
<u>BLOCK D</u>						
<u>Mechanical</u>						
<u>Area 35</u>						
Remove underfloor heater	x					
<u>Electrical</u>						
Raise overhead submain cables to minimum height of 4.3m			x			
<u>BLOCK F</u>						
<u>Exterior</u>						
Replace fibrolite roofing		x				
<u>South side</u>						
Realign spouting and repair		x				
Overline vertical boards with flat fibrolite, screw fixed and Z-flashed at top		x				
Repair broken fibrolite		x				
Replace downpipe		x				
Replace broken fibrolite on porch and rebead all panels		x				
Plaster base		x				
<u>East side</u>						
Replace barge boards		x				
<u>North side</u>						
Plaster base and replace all broken battens		x				
Replace rusted louvres		x				
Rub down and repaint all sashes and frames		x				
Replace exit doors from areas 39 and 41		x				

T.J.M.

BLOCK F - Exterior (cont'd)	13.10.82	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>West side</u>						
Replace all broken fibrolite and battens		x				
<u>General</u>						
Paint all walls with second coat and finish off with gloss enamel		x				
<u>Interior</u>						
<u>Area 37</u>						
Repair damaged trims		x		x		
Repair walls and redecorate		x				
Provide and fix wedge fasteners to each side of sashes		x				
Repair centre joint to floor coverings		x				
Provide window operating gear to windows above door level		x				
Provide duct to exposed cabling and provide cover plate to power point		x				
<u>Area 38</u>						
Repair and adjust defective louvre fittings		x				
Replace broken glass		x				
Refix loose floor tiles		x				
Provide window operating gear to louvres and sashes above door height		x				
Provide and fit new chalkboard		x				
Ease door to cloak area		x				
<u>Area 39</u>						
Redecorate						
Provide lino or similar material floor coverings		x		x		
Replace one handbasin		x				
<u>Area 40</u>						
Remove roof, fix building paper and wire netting, refix roof and flash correctly to building		x				
Provide new doors to cloakrooms, provide door checks and retention hooks		x				
Provide ceiling		x				
<u>Area 41</u>						
Redecorate						
Provide lino or similar material floor coverings		x		x		
Repair faulty louver fitting		x				

+ J. M.

BLOCK F - Interior (cont'd)		13.10.82	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>Area 41a</u> Repair leak in wall and replace rotted timbers Redecorate			x		x		
<u>Area 41b</u> Make toilet operable Redecorate			x		x		
<u>Area 42</u> Replace cracked glass to high sash Repair or replace all faulty louvre fittings Provide window operating gear to all windows above door height Remove ink stains from carpet tiles			x x x x				
<u>Mechanical</u> <u>Areas 38 and 42</u> Remove underfloor panel heaters		x					
<u>Electrical</u> <u>Area 37</u> Protect wiring in uncovered flush box			x				
<u>Areas 3 and 42</u> Upgrade lighting to state school standards			x				
<u>Areas 38 and 42</u> Permanently wire heaters and provide time switch control Provide adequate circuit legends to switchboard Provide fire resistant fully enclosing covers for switchboard Raise overhead submain cables to a minimum height of 4.3m Provide separate earth and neutral busbars at switchboard Record at the distribution board the location of each earth connection each of which must be easily accessible Test each earth and record resistance value on the location chart			x x x x x x x x x x				
<u>Fire Protection</u> <u>Means of Egress</u> Install a door discharging to the outside from areas 37, 38 & 42 in place of inadequate windows		x					

+ J. M.

BLOCK F (continued) Fire Protection Means of Egress (cont'd) Link into low voltage fail safe fire alarm system proposed for Block A	13.10.82	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
BLOCK G	x					
Exterior						
Repair outside seats		x				
Repoint bricks to sills		x				
Replace rusted louvres		x				
Replace exit doors from areas 47 and 58 and refix loose door frames and facings		x				
Check joints in spouting and repair leaks & paint		x				
Replace broken glass to basement doors		x				
Provide door stops, door checks and retention hooks to all basement doors		x				
Repair all sets of double doors to basement		x				
Replace door facing SW end		x				
Interior						
Area 43						
Provide and fix ceiling		x				
Plaster base walls		x				
Provide seamless coverings to floors		x				
Ease windows and replace hardware		x				
Redecorate				x		
Area 44						
Provide and fix ceiling		x				
Plaster base walls		x				
Provide seamless coverings to floors		x				
Ease windows and replace hardware		x				
Redecorate						
Repaint exterior doors						
Area 45						
Finish ceiling						
Redecorate						
Provide seamless coverings to floors						
Repaint exterior doors						

x 8.14

BLOCK G - Interior (cont'd)	13.10.82	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>Area 46</u> Finish ceiling Redecorate Provide seamless coverings to floors Repaint exterior doors		x	x x x			
<u>Area 47</u> Provide and fit operating gear for louvres and sashes above door height Complete floor coverings Redecorate (half cost to be met by Education Board)		x x				
<u>Area 48</u> Resurface floor Redecorate (half cost to be met by Education Board)			x			x
<u>Area 49</u> Provide lino or similar material floor coverings Repair handbasin taps Repair walls and redecorate Repair door check		x x x	x			x
<u>Area 50</u> Remove roof, provide and fit building paper and wire netting. Refix roof and flash correctly to building Provide a ceiling Replace broken glass Replace broken fibrolite and rebead Fix window guards Replace both sets of double doors		x x x x x x				
<u>Area 51</u> Replace one defective handbasin Provide lino or similar floor coverings Provide lock to classroom door Redecorate		x x x				
<u>Area 52</u> Resurface floor and redecorate			x			
<u>Area 53</u> Provide and fit window operating gear for louvres and sashes above door height Cover remainder of floor Redecorate (half cost to be met by Education Board)		x x	x		x	x

x J. M.

BLOCK G (cont'd)	13.10.82	31.3.84	31.3.85	31.3.86	31.3.88
<u>Structural</u> Strengthen block to MWD standards		x			
<u>Mechanical</u> Areas 43, 44, 46, 47 & 53 Upgrade heating to state school standards Remove underfloor panel heaters from areas 47 and 53	x	x			
<u>Electrical</u> Provide adequate circuit legend to switchboard and also provide fire resistant fully enclosing covers Convert electrical reticulation to a single point of supply Upgrade submains and place underground plus provide earth continuity conductor		x x x			
<u>Area 46</u> Relocate recessed fluorescent fitting to surface mounting and protect fitting		x			
<u>Areas 47 and 53</u> Upgrade lighting to state school standards		x			
<u>Fire Protection</u> <u>Means of Egress</u> Convert a window in area 43 to a side hung casement type and indicate it with a fire exit sign Remove the lock set on the communicating door between areas 44 & 45 Install a type of lock on the exterior doors to areas 44 & 45 with a type that can be opened from the inside without the use of keys	x x				
<u>Fire Alarm</u> Link up with low voltage fail safe fire alarm system proposed for Block A	x				
<u>Lining</u> Line out basement ceiling and ground floor combination with 1/2 hour FRR material Replace soft board partition walls in basement with plaster board		x x			

+ J.M.

BLOCK H	13.10.82	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>Exterior</u> Replace fabric roof Replace spouting to area 56 Paint new roof and spouting		x x x				
<u>Interior</u> <u>Area 54</u> Upgrade all toilet cisterns Replace toilet seats with single flap type Provide and fit indicator bolts Provide seamless floor coverings Repair toilet partitions Secure handbasins Clean paint off glass and reglaze broken glass		x x x x x x x x				
<u>Area 55</u> Upgrade all toilet cisterns Replace all toilet seats with single flap type Provide and fit indicator bolts Provide seamless floor coverings Secure handbasins Clean paint off glass and reglaze broken glassware Replace toilet roll holders Replace rusted iron to end of urinal		x x x x x x x x				
<u>Area 56</u> Clean out drain then seal and connect to sewerage system		x				
<u>BUILDINGS REQUIREMENTS</u> Demolish Blocks A and D Demolish Block E The following to be provided by new construction or remodelling: Classroom area totalling 121m ² Resource workroom of 14m ² Library/multi-purpose room of 56m ² Staffroom of 14m ² Staff kitchen of 4.5m ² Principal's office of 11m ² School office of 8m ² Casualty/first aid room of 9m ² Storage of 10m ²		x	x	x	x	x

x J.M.

BUILDING REQUIREMENTS (cont'd)

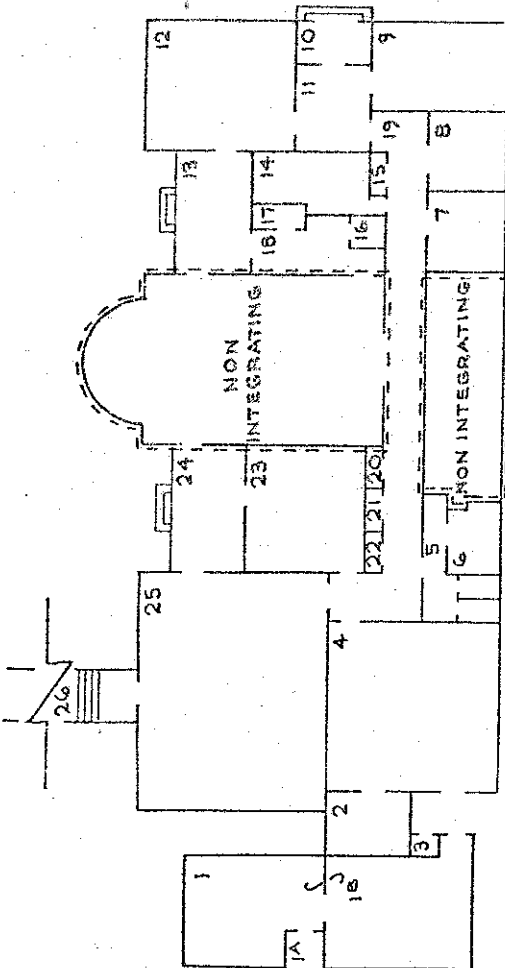
- 1 WC, 1 WHB and 1 STDU for female staff toilets
- 1 WC, 1 WHB for male staff toilets
- 1 STDU for female staff toilets
- 1 WHB and 1 STDU for girls toilets
- 1 WHB for boys toilets

13.10.82 31.3.84 31.3.85 31.3.86 31.3.87 31.3.88

x
x

x
x
x

2



<u>ROOM</u>	<u>AREA</u>	<u>SLOCK A</u>	<u>ROOM</u>	<u>AREA</u>
1A PORCH			14 SCHOOL OFFICE	11.50 m ²
1, ^B CARETAKER & STORE	38.31 m ²		15 CUPBOARD	
2 LIBRARY STORE	8.22 m ²		16 STORE	
3 CUPBOARD			17 MALE TOILET	
4 LIBRARY	35.11 m ²		18 CORRIDOR	
5 FEMALE TOILET			20 CUPBOARD	
6 FEMALE BATHROOM	9.23 m ²		21 CUPBOARD	
7 SICK BAY	8.23 m ²		22 CUPBOARD	
8 STAFF KITCHEN	19.67 m ²		23 TEACHERS' RESOURCE	23.52 m ²
9 PRINCIPAL			24 VERANDAH	
10 PORCH			25 CLASS ROOM	
11 ENTRANCE LOBBY			26 COVERED WAY	
12 STAFF LUNCH ROOM	26.0 m ²			65.83 m ²
13 VERANDAH				
			TOTAL INTEGRATING AREA =	440.23 m ²
			TOTAL AREA =	539.92 m ²

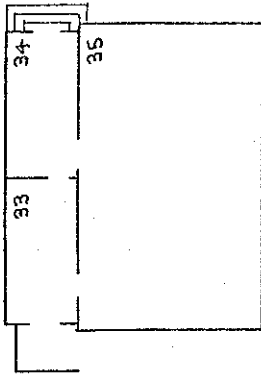
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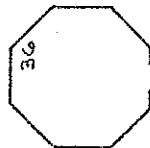
buildings division: integration of private schools

School: STAR OF THE SEA SCHOOL, HOWICK

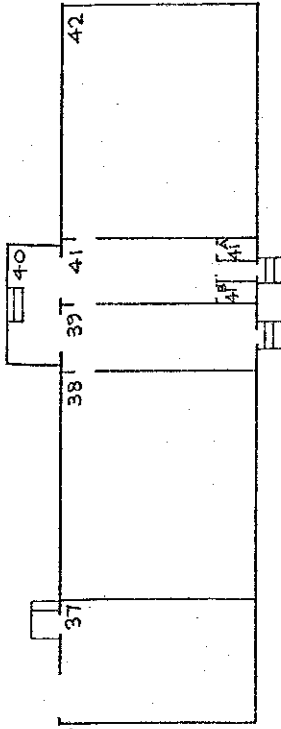
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Date:	12 AUGUST 1980	SH	3
Revision	12 OCTOBER 1981	Drawn:	



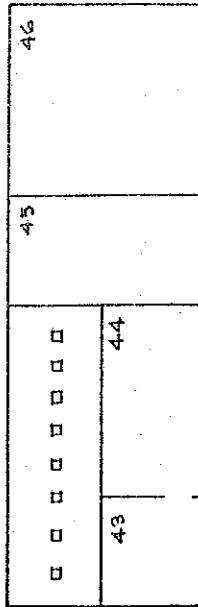
BLOCK D	
ROOM	AREA
33 WET AREA	14.0m ²
34 WET AREA	13.5m ²
35 CLASSROOM	79.75m ²
TOTAL AREA = 133.33m ²	



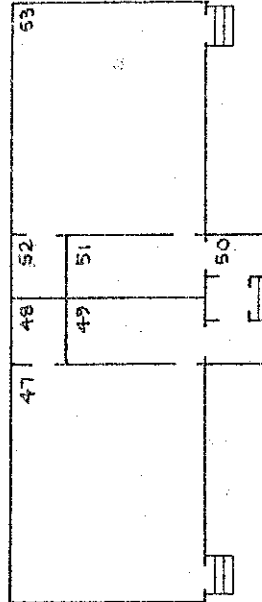
BLOCK E	
ROOM	AREA
36 WITHDRAWAL ROOM	22.44m ²
TOTAL AREA = 28.16m ²	



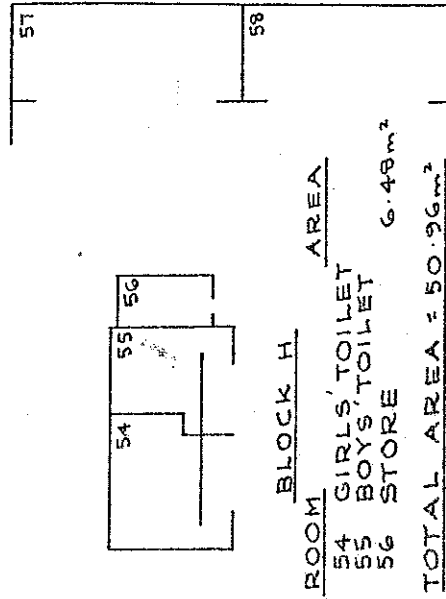
BLOCK F	
ROOM	AREA
37 STORE	34.31m ²
38 CLASSROOM	67.05m ²
39 CLOAKROOM	
40 PORCH	
41 CLOAKROOM	
41.5 TOILET	
42 CLASSROOM	67.05m ²
TOTAL AREA = 227.95m ²	



BLOCK G BASEMENT	
ROOM	AREA
43 ART ROOM	14.0m ²
44 ART ROOM	27.18m ²
45 STORE	31.08m ²
46 P.E. STORE	54.02m ²
TOTAL AREA = 187.68m ²	



BLOCK G GROUND FLOOR	
ROOM	AREA
47 CLASSROOM	67.34m ²
48 STORE	4.44m ²
49 CLOAKROOM	
50 PORCH	
51 CLOAKROOM	4.44m ²
52 STORE	4.44m ²
53 CLASSROOM	67.34m ²
TOTAL AREA = 201.42m ²	



BLOCK H	
ROOM	AREA
54 GIRLS' TOILET	
55 BOYS' TOILET	
56 STORE	6.48m ²
TOTAL AREA = 50.96m ²	

BLOCK I	
ROOM	
57 SHELTER	
58 CYCLE SHED	

TOTAL AREA = 65.17m²

DEPARTMENT OF EDUCATION
buildings division: integration of private schools
School: STAR OF THE SEA SCHOOL, HOWICK

Drawing No:	Scale:
EIP 171 03	1:300
Date:	SHEET 3 OF 3 SHEETS
13 AUGUST 1980	
Revision	Drawn: <i>les</i>
12 OCTOBER 1981	

X.J.M.

FOURTH SCHEDULE

Schedule of staff appointments to Star of the Sea School, HOWICK under Sections 65(1) & 66 of the Private Schools Conditional Integration Act 1975 being special positions relating to the special character of the 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	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
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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	1	-	2	1
7	1	1	1	1	1
8	1	1	1	2	1
9	1	1	1	2	1
10	1	1	1	2	1
11	1	1	1	3	1
12	1	1	1	4	1
13	1	1	1	4	1
14	1	1	1	5	1
15	1	1	1	6	1
16	1	1	1	7	1
17	1	1	1	7	1
18	1	1	1	8	1
19	1	1	1	9	1
20	1	1	1	9	1
21	1	1	1	10	1
22	1	1	1	11	1
23	1	1	1	11	1
24	1	1	1	12	1
25	1	1	1	12	1
26	1	1	1	13	1
27	1	1	1	13	1
28	1	1	1	13	1
29	1	1	1	13	1
30	1	1	1	13	1

NOTES:

- The above Schedule has been prepared for use when the staffing entitlement of the School alters at any time during the currency of this Deed of Agreement to enable the parties hereto by reference to the total staffing entitlement of the School in Column (1) hereof to determine the number of teaching positions at the School which in terms of Section 65 (1) (a), (b), (c) and (d) of the Private Schools Conditional Integration Act 1975 and Clauses 14, 15, 17 and 18 of this Deed carry a responsibility for Religious instruction and require a willingness and ability to take part in Religious instruction or in terms of Section 66 of the Private Schools Conditional Integration Act 1975 require a particular capability in the teacher as described in Clause 19 of the Deed of Agreement. The Schedule to be read across from left to right.
- Column (5). Section 65 (1) (c) must apply to the number of other positions indicated in the Column and may be made up of teachers appointed under the Initial Appointments Scheme and or other permanent appointments. It is recommended that where the School has a total staffing entitlement of up to eleven there should be at least one appointed as a permanent Scale A Teacher and in schools with a total staffing entitlement of between twelve and fifteen there should be two appointed as permanent Scale A Teachers and in schools with a total staffing entitlement of between fifteen and twenty-one there should be at least three appointed as permanent Scale A Teachers.
- The School as at the effective date hereof has a staffing entitlement of SIX (6) teachers.

+ J. M.