

THIS DEED OF AGREEMENT is made the 8 day of September one thousand nine hundred and eighty one (1981) BETWEEN THE ROMAN CATHOLIC ARCHBISHOP OF THE ARCHDIOCESE OF WELLINGTON 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 Holy Family School, PORIRUA EAST (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 offering Education with a Special Character.
- C The School was established in 1959 and up to the effective date of integration was in part staffed by members of the Roman Catholic Religious Order of Women, known as the Sisters of St. Brigid. The said Order will continue after the effective date of integration to offer teaching staff to the school, so long as it has members available for that purpose.
- D The Minister and the Proprietor have agreed to enter into this Deed of Agreement pursuant to the Private Schools Conditional Integration Act 1975, whereby the School is to be established as an integrated school

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

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

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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 -

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- (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


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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 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

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normally insured against, in some responsible insurance office in New Zealand, and further acknowledges the obligation on him created by Section 40 (2) (h) of the Private Schools Conditional Integration Act 1975.

- (h) No person employed at the School and paid for his services in whole or in part out of moneys appropriated by Parliament, shall be paid by the Proprietor or his servants or agents any remuneration additional to that provided for by the Private Schools Conditional Integration Act 1975 or shall be granted or permitted any condition of service more favourable than that permitted in the case of a person employed in a comparable position in a State School PROVIDED HOWEVER that a teacher to whom the provisions of Section 71 of the Private Schools Conditional Integration Act 1975 apply, shall continue to be paid no less than the same salary, and be accorded the same status, as he received or was accorded on the day before the effective date of the integration of the School.

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

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5. THE Special Character of the School is that it is a Roman Catholic School for boys and girls established by the Roman Catholic Archbishop of the Archdiocese of Wellington, New Zealand, for the Roman Catholic community of the Archdiocese of Wellington 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 Archbishop of the Archdiocese of Wellington.

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;

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(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.

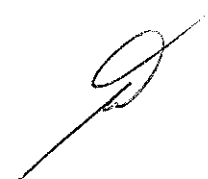
7. (a) THE Controlling Authority of the School shall be the Education Board of the Wellington Education District as constituted pursuant to Section 15 of the Education Act 1964.

(b) The School shall be managed by a School Committee constituted pursuant to the provisions of Section 26 of the Private Schools Conditional Integration Act 1975. The School Committee shall consist of :

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

(ii) Eight (8) members to be elected by the parents of children attending the School PROVIDED HOWEVER that in the event of the School roll altering at any time then the number of such members shall be fixed by ascertaining the number of members that a State School Committee would have, based on the current School roll in accordance with the provi-

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sions 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 two hundred and fifty-eight (258) pupils as at the 30th September 1980 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 two hundred and seventy (270) 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.

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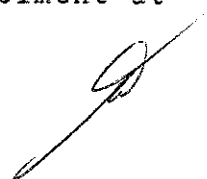


10. (a) PREFERENCE of enrolment at the School under Section 29 (1) of the Private Schools Conditional Integration Act 1975 shall be given only to those children whose parents have established a particular or general religious connection with the Special Character of the School and the Controlling Authority 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 fourteen (14) 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

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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 Archbishop of the Archdiocese of Wellington 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.

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

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

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of Agreement then the position of Director of Religious Studies shall be determined in accordance with the then current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder and as is more particularly described in the Fourth Schedule hereto.

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

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

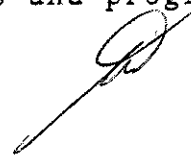
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18. THERE shall be two (2) other teaching positions at the School which in accordance with Section 65 (1) (c) of the Private Schools Conditional Integration Act 1975, shall be positions of importance carrying a responsibility for Religious instruction 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

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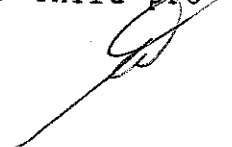
at the School to ensure that they reflect the Special Character of the School and an advertisement for the position of Deputy Principal shall state that possession of these capabilities shall be a condition of appointment. Any person so appointed to the position of Deputy Principal shall accept these 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 pro-

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

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

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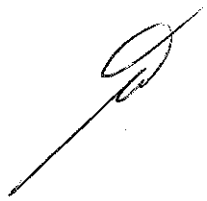


25. IT is acknowledged by and between the parties hereto pursuant to Clause 24 hereof that certain of the services and facilities on or serving the Proprietor's land and buildings thereon are used in common for the purpose of the School premises and as is more particularly delineated on the plan forming part of the Second Schedule hereto. In particular the access from Mungavin Avenue, the power supply, the water supply and the sewerage and drainage systems are all used in common and the costs of maintaining such services and facilities shall be apportioned as provided in Clause 24 hereof. If practicable the power supply to the School premises shall be separately metered at the expense of the Proprietor. Where such services or facilities are wholly or partly situated outside the School premises the Proprietor will continue to make such services or facilities available to the School premises.

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

27. THE Proprietor shall reimburse the Minister for the payment of salary, wages and proportion of holiday pay due and paid by the Minister in respect of the 1981 School year to any person employed at the School up to the effective date of integration.

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28. ON and after the effective date of integration the School has become part of the State system as provided by Section 4 of the Private Schools Conditional Integration Act 1975. It is therefore acknowledged that if the integrated School at the date of integration has a pupil/teacher ratio in excess of the State pupil/teacher ratio a teaching position shall be disestablished when a teacher appointed to that position in accordance with Section 71 of the Private Schools Conditional Integration Act 1975 leaves that position PROVIDED HOWEVER that a position may not be disestablished where, in the opinion of the local District Senior Inspector of Primary Schools, it is necessary to fill that position in order to provide tuition to those classes for primary school pupils which a school is required to provide in accordance with the Organisation and Inspection of State Primary Schools Regulations 1963.

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

30. THE effective date of this Deed of Agreement shall be the 16th day of September, 1981.

31. 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 THOMAS STAFFORD WILLIAMS
THE ROMAN CATHOLIC ARCHBISHOP OF
THE ARCHDIOCESE OF WELLINGTON and
Sealed with his Seal of Office in
the presence of:

+ *Thomas S. Williams*

*Robinson
Clement
Wellington*

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

M. J. Yelken
(Private Secretary)

*12 Huhirā Road
Hataitai
Wellington, 3*

Mervyn Langlois

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, Convent, Church, Presbytery, School buildings and other improvements owned by the Roman Catholic Archbishop of the Archdiocese of Wellington situated at Mungavin Avenue, Porirua East, New Zealand, being known as Holy Family Church and School, Porirua, and being more particularly described as follows:

FIRSTLY All that freehold parcel of land containing 2.4223 hectares more or less being part section 19 Takapu District City of Porirua being Lot 1 on Deposited Plan 26026.

SUBJECT TO Building line condition K 42465.

There is a debt owing by the Proprietor to the Archdiocesan Development Fund of the Roman Catholic Archdiocese of Wellington.

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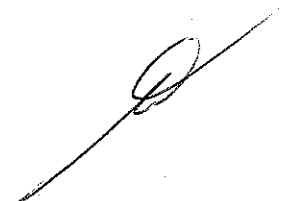
SECOND SCHEDULE

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

THE SCHOOL PREMISES

All that part of the Proprietor's land as described in the First Schedule hereto, delineated in red on the annexed plan of the Proprietor's land, which plan forms part of this Schedule TOGETHER WITH all the School buildings and other improvements thereon SAVE AND EXCEPT the Hall and the land immediately surrounding the same being more particularly delineated in green on the annexed plan TOGETHER WITH a reservation in favour of this excepted portion of full rights of access inter se and of ingress and egress to and from this excepted portion over the access thereto shaded blue on the annexed plan from and to Mungavin Avenue, Porirua East.

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SCHOOL: HOLY FAMILY SCHOOL, PORIRUA EAST

AGREED PHASING OF WORK TO BE COMPLETED BY

16.9.81	31.3.82	31.3.83	31.3.84	31.3.85	31.3.86
<u>SITE - Asphalt and Concrete Areas (continued)</u>					
Resurface enclosed quadrangle concrete area with asphaltic concrete ensuring new surface levels finish below joinery frames, provide and install an adequate stormwater sump prior to resurfacing					
<u>BLOCK A</u>					
<u>Exterior</u>					
Repaint complete exterior (part cost (half) to be met by education board).					
East wall and return to bricks south wall boys' toilets					
Replace hardboard panels under windows with 'Hardiflex' or equivalent, bed in asbestos and beads with butylmastic					
Rehang all top hung sashes on brass pinned galvanised butts, ease and adjust as necessary					
Replace 4 exterior doors and hang on one and half pairs brass pinned galvanised butts					
Replace louvre fittings with top hung sashes complete with screw on weather bar and fasteners					
Replace cracked and broken glazing					
Machine cut concrete and remove existing channel					
replace with properly formed channel clear of front and bottom joinery and discharging into new sump.					
If after removal of concrete there is any sign of rotten timber in the bottom plates or joinery it should be replaced.					
<u>West Wall</u>					
Remove paint from brick work, clean down whole surface and seal with approved brick sealant.					
<u>South Wall boys' toilets and kitchen (store)</u>					
Clean down brick work and seal					
Remove all rust from lintel bars and paint with 'Coldgav' zinc paint or equivalent					
Ease and adjust louvres					
Replace rotten door sill and east bottom of door					

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	16.9.81	31.3.82	31.3.83	31.3.84	31.3.85	31.3.86
BLOCK A - South Wall boys' Toilet and kitchen (store) (continued)						
Replace hardboard panel under window with 'Hardiflex' or equivalent, bed in asbestos and beads with butylmastic			x			
Rehang door and sash on brass pinned galvanised butts						
Replace cracked glass						
Provide and fit a properly bedded head at the joinery						
brick work junction						
East Wall Toilets						
Repair brick work where erosion is occurring		x				
North Wall Toilets						
Replace panel in door with marine grade plywood.						
Prime all surfaces and edges before fixing						
Rehang sash and door on brass pinned galvanised butts			x			
Provide and fit a properly bedded head at joinery to brick work junction						
Replace hardboard panel under window with 'Hardiflex' or equivalent, bed in asbestos and beads with butylmastic						
Refit bead to soffit and fit additional beads prior to painting						
Remove paint which has been splashed onto brick work, plaster landings and glazing						
Fill and seal cracks in brick work						
EXTERIOR BLOCK A & B						
East Wall						
Replace exterior door and hang on brass pinned galvanised butts						
Replace louvre fittings with top hung sashes complete with screw on weather bar and fasteners						
Rehang top hung sash on brass pinned galvanised butts						
Provide and fit properly bedded bead at joinery and brick work junction						

	16.9.81	31.3.82	31.3.83	31.3.84	31.3.85	31.3.86
<u>EXTERIOR BLOCK A & B - East Wall (continued)</u> Replace sheet of broken asbestos Clean and remove all cement splashes from aluminium joinery			x			
<u>BLOCK A</u> <u>Interior</u> <u>Area 7</u> Ease and adjust cupboard doors and replace missing handles Sand down and resurface chalkboards Adjust window hardware after sashes have been refitted Redecorate Repair or resurface vinyl floor covering to Wellington Education Board requirements		x x x				
<u>Area 10</u> Seal off drainage and make good floor Fit additional supports to shelving		x x	x			
<u>Area 11</u> Adapt inserta type pans to be able to be fitted with plastic seats and lids Replace missing toilet paper holders and refix existing holders Ease and adjust cubicle doors Replace missing indicator bolts and adjust existing bolts Replace rotten window sills and cubicle capping Provide and fit towel rail		x x x x x x x				
<u>Cloak and Entrance Area</u> Provide and fit sheet vinyl to floors per WEB requirements, and fit timber skirtings to all walls						
<u>Area 12</u> Reinstall water heater after reconditioning is carried out Replace Formica bench top Provide and fit skirtings Remove paint from floor tiles and polish surface					x	x

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	16.9.81	31.3.82	31.3.83	31.3.84	31.3.85	31.3.86
<u>BLOCK A - Interior - Area 14 (continued)</u>						
Adjust cistern valve		x x				
Fit new lock to entrance door						
Repair or resurface vinyl to floor to Wellington Education Board standards		x x				
Redecorate						
<u>Area 15</u>						
Provide and fit new hardware to door		x x x				
Replace thermostat and element in hot water cylinder						
Redecorate						
<u>Area 16</u>						
Replace wooden toilet seat with plastic fitting		x x				
Repair or resurface vinyl to floor to WEB specifications						
Repair damaged wall linings at bottom plate level or cover with a wooden skirting		x x x				
Fit cover plate behind night latch cylinder flange						
Redecorate						
<u>Area 17</u>						
Replace formica bench top				x x x		
Reinstall water heater after reconditioning				x		
East and adjust door						
Repair or resurface vinyl floor covering to WEB requirements						
<u>Area 18</u>						
Adjust operation of door lock				x		
Upgrade shelving by fitting edging strips to all exposed particle board shelves, sand and clean down unit, seal and varnish						
Repair or resurface vinyl floor covering to WEB specifications				x		
Redecorate				x x		
<u>Area 19</u>						
Refix loose wallpaper under louvres				x x		
Provide and fit new door to wall cabinet				x x		

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SCHOOL: HOLY FAMILY SCHOOL, PORIRUA EAST

AGREED PHASING OF WORK TO BE COMPLETED BY

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	16.9.81	31.3.82	31.3.83	31.3.84	31.3.85	31.3.86
BLOCK A - Interior - Area 19 (continued)						
Sand down, seal and varnish radio shelf						
Repair or resurface vinyl floor covering to WEB specifications				x		
Area 20				x		
Replace door lock and furniture		x				
Replace hydraulic door closer		x				
Areas 20 and 21						
Sand down and resurface chalkboard		x				
Refit cupboard door handles		x				
Refit beadings to cupboard units		x				
Redecorate						
Repair or resurface vinyl floor covering to WEB specifications			x			
Area 21						
Repair clashing strip on door		x				
Repair door and fit new lock and furniture		x				
Remove stored materials and line walls with a plaster-board wall lining		x				
Area 23						
Repair damaged ply skin on door						
Replace shelving to WEB requirement		x				
Redecorate		x				
Repair or resurface vinyl floor covering to WEB specifications			x			
Area 24 - Corridor						
Provide and fit skirtings to prevent further damage to wall linings						
Replace rotten exterior door sills and jambs		x				
Resurface damaged doors to hose reel cabinets and refit remaining doors		x				
Renail ceiling sheets at joints		x				
Provide and fit new bevelled edged cloak rails to walls, refix existing hat and coat hooks and replace broken hooks		x				

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	16.9.81	31.3.82	31.3.83	31.3.84	31.3.85	31.3.86
<u>BLOCK A - Interior - Area 24 (continued)</u>						
Replace damaged hardboard dado lining outside area 4		x				
Repair or resurface vinyl floor covering to WEB specifications			x			
Redecorate						
<u>Area 25 (library corridor)</u>						
Fit new skirting to both sides						
Replace damaged corner bead						
Replace damaged hardboard wall lining						
Repair damaged pinex wall lining						
Replace clashing strip and refit lock on door to area 11						
Replace hydraulic door closer and replace frame on door to area 11						
Redecorate						
Repair or resurface vinyl floor covering to WEB specifications						
<u>STRUCTURAL</u>						
Provide additional support to roof members in area A9 to MWD requirements						
<u>ELECTRICAL</u>						
Provide additional wall mounted power outlets to WEB requirements in areas 7 and 19						
<u>BLOCKS B & C</u>						
<u>Exterior</u>						
<u>North Wall</u>						
Clean and remove all cement splashes from aluminium joinery						
Provide and fit properly bedded bead at joinery and brick work junctions						
Clean and prime bottom of timber facings to aluminium joinery						
Plaster section of new concrete foundation						
Replace exterior door, hinge on brass pinned galvanised butts and fit approved hardware						
Replace hardboard panels under windows with 'Hardiflex' or equivalent, bed in asbestos and beads with butylmastic						

	16.9.81	31.3.82	31.3.83	31.3.84	31.3.85	31.3.86
<p><u>BLOCKS B & C - Exterior - North Wall (continued)</u></p> <p>Replace rotten sections of joinery with full length members</p> <p>Replace section of rotten bottom rail of window frame joinery</p> <p>Replace rotten packing between joinery and brick work at N/E corner and fit a properly bedded bead to junction. Provide and fit screw on weather bar to single top hung sash</p> <p>Fill cracks in brickwork and seal</p> <p><u>BLOCK B</u></p> <p><u>Interior</u></p> <p><u>Area 6</u></p> <p>Clean out joints on vinyl floor covering and heat weld joint</p> <p>Re-glue carpet at joint</p> <p>Replace twisted frame on outer sliding chalkboard</p> <p>Provide and fit metal support to centre of asbestos panel under window</p>		<p>x</p> <p>x</p> <p>x x</p> <p>x x x x</p>				
<p><u>ELECTRICAL</u></p> <p>Provide additional wall mounted power outlets to WEB requirements in AREA 6</p> <p><u>BLOCK C</u></p> <p><u>Interior</u></p> <p><u>Area 4</u></p> <p>Replace furniture on corridor/classroom door</p> <p>Fit new handles to cupboard doors and repair holes in doors</p> <p>Sand down and resurface chalkboards</p> <p>Replace rotten timber in exterior door frames</p> <p>Repair or resurface vinyl floor coverings to WEB requirements</p>		<p>x</p> <p>x</p> <p>x x</p> <p>x</p>		x		

	16.9.81	31.3.82	31.3.83	31.3.84	31.3.85	31.3.86
<u>BLOCK C - Interior - (continued)</u>						
Area 5						
Replace rotten door sill						
Check and adjust window hardware after sashes have been refitted	x					
Sand and resurface chalkboard	x					
Ease and adjust cupboard doors	x					
Repaint walls and joinery	x					
Repair or resurface vinyl floor covering to WEB requirements			x			
			x			
<u>ELECTRICAL</u>						
Provide additional wall mounted power outlets to WEB requirements in areas 4 and 5				x		
<u>BLOCK D</u>						
<u>Exterior</u>						
<u>West Wall</u>						
Replace hardboard panels under windows with 'Hardiflex' or equivalent, bed in asbestos and beads with butylmastic						
Rehang all top hung sashes on brass pinned galvanised butts. Ease and adjust as necessary	x					
Replace three exterior doors and hang on brass pinned galvanised butts	x					
Replace louvre fittings with top hung sashes complete with screwed on weather bars and fasteners	x					
Replace rotten packing strip between joinery and brick work and fit a properly bedded bead to junction	x					
Replace section of rotten bottom rail of window joinery frame	x					
<u>Interior</u>						
<u>Area 1</u>						
Remove pinex acoustic ceiling tiles and make good surface to WEB requirements						
Replace damaged hardboard wall linings	x					
Replace broken quad mould on north wall	x					
Provide and fit edgings to pinex display panels	x					

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	16.9.81	31.3.82	31.3.83	31.3.84	31.3.85	31.3.86
<u>BLOCK D - Interior - Area 1 (continued)</u>						
Replace missing cupboard door handle and refix remainder						
Replace lock and furniture on double doors and ease and adjust doors		x				
Sand down and resurface chalkboard		x				
Redecorate		x				
Repair or resurface vinyl floor covering to WEB specifications			x			
<u>Area 2</u>						
Remove pinex acoustic ceiling tiles and make good surface to WEB requirements						
Provide and fix edgings to pinex display panels		x				
Check and adjust cupboard doors		x				
Ease door and fit new lock and furniture		x				
Replace missing louvre blade		x				
Remove and replace rotten joinery frame timbers		x				
Redecorate		x				
Repair or resurface vinyl floor covering to WEB specifications			x			
<u>Area 3</u>						
Remove and replace all rotten joinery frame timbers						
Fit new furniture and jamb to classroom/corridor door		x				
Refix cupboard unit to a level and plumb position		x				
Fit edgings and battens to pinex display panels		x				
Provide and fit rails and supports to shelving, sand and varnish after refixing work has been completed		x				
Repair where necessary and resurface chalkboard				x		
Make good architrave where tower bolt fitted		x				
Make good wall and ceiling linings where partitions have been removed						
Redecorate		x				
Repair or resurface vinyl floor covering to WEB specifications			x			
<u>ELECTRICAL</u>						
Provide additional wall mounted power outlets in areas 1, 2 and 3						x

ALL BLOCKS (continued)	16.9.81	31.3.82	31.3.83	31.3.84	31.3.85	31.3.86
<u>ELECTRICAL GENERAL</u> Replace fuses in main switchboard and subboard area 1 with MCBs Upgrade lighting in Block A to state school standards Provide separate metering to Hall Areas 1, 2, 3, 4, 5, 6, 7, 20, 21 Check loading and type of heating installed, upgrade as necessary Permanently wire in all electric heating, provide switch control and thermostats		x x x				
<u>All Areas</u> Check wiring and fittings - replace as necessary		x				
<u>FIRE PROTECTION GENERAL</u> All secondary egress doors are to be fitted with locks which may be opened from the inside without the use of a key Provide clear access to secondary egress doors Install a 'fail safe' type fire alarm with manually operated call points situated at exit ways and sufficient sounders to enable the alarm to be heard from all school buildings Remove all portable heaters in classrooms Replace the hose on the fire hose reel outside area 1	x x			x		
<u>BUILDING REQUIREMENTS</u> Provide the following facilities by remodelling existing accommodation and or in new construction: Library/multipurpose room 56m ² Resource workroom 14m ² Staffroom 23m ² Staff kitchen 4.5m ² Principal's office 11m ² Casualty/sickroom 9m ² Storage totalling 20m ² 1 WHB for boys' toilets						x

JW

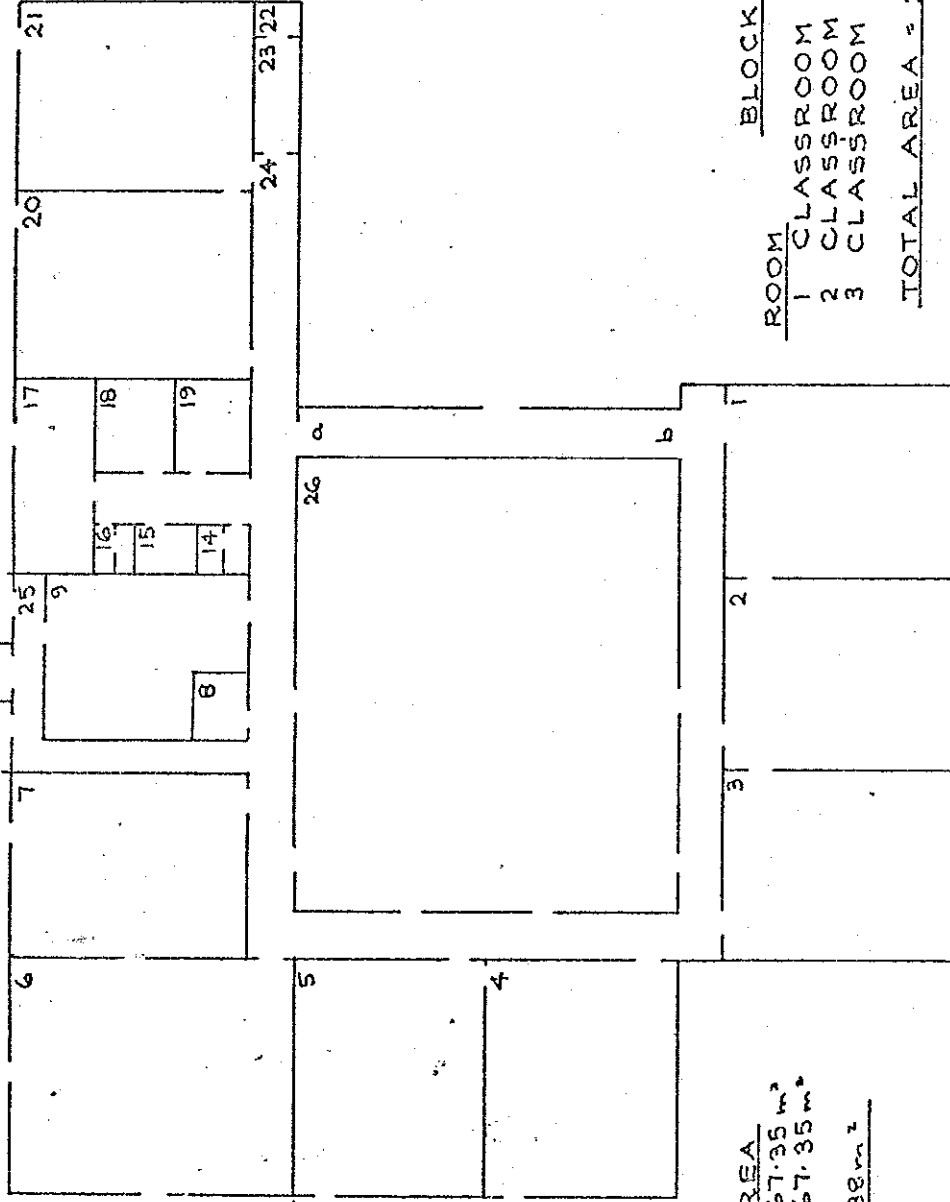
	16.9.81	31.3.82	31.3.83	31.3.84	31.3.85	31.3.86
<u>BUILDING REQUIREMENTS (continued)</u>						
3 WC pans and 2 WHB for girls' toilet						
1 sanitary towel disposal unit in the female						
staff toilet		x		x		
<u>FURNITURE</u>						
Upgrade to WEB requirements		x				

MR

[Signature]

ROOM
6 CLASSROOM AREA
98m²

BLOCK B



ROOM
4 CLASSROOM AREA
5 CLASSROOM AREA
TOTAL AREA = 166.88m²

BLOCK C

ROOM
1 CLASSROOM AREA
2 CLASSROOM AREA
3 CLASSROOM AREA
TOTAL AREA = 245.3m²

BLOCK D

ROOM
7 CLASSROOM
8 SICK ROOM
9 LIBRARY
10 ART STORE
11 GIRLS' TOILETS
12 STORE ROOM
13 BOYS' TOILETS
14 STAFF TOILET
15 STORE ROOM
16 STAFF TOILET
17 STAFF ROOM
18 OFFICE
19 PRINCIPAL
20 CLASSROOM
21 CLASSROOM
22 SWITCH ROOM
23 STORE ROOM
24 CORRIDOR
25 CORRIDOR
26 PAVED COURTYARD

AREA
67.35m²
5.07m²
49.85m²
4.18m²
13.37m²
3.90m²
22.35m²
8.36m²
8.36m²
67.35m²
67.35m²
2.22m²
8.36m²

TOTAL AREA = 470.24m²

DEPARTMENT OF EDUCATION

buildings division: integration of private schools

School: HOLY FAMILY SCHOOL, PORIRUA EAST

Drawing No:

EIP 124 02

Date:

15 APRIL 1980

Revision

16 JULY 1981

Scale:

1 : 300

SHEET 2 OF
2 SHEETS

Drawn:

del

Staff appointments to Holy Family School, PORIRUA EAST under Sections 65(1) & 66 of the Private Conditional Integration Act 1975 being special positions relating to the Special Character of the School

Total Staff Entitlement of School	Principal to be Appointed under S.65 (1) (a) Private Schools Conditional Integration Act 1975	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) (c) 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	-	-	-	-
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	3	1
11	1	1	1	3	1
12	1	1	1	4	1
13	1	1	1	5	1
14	1	1	1	6	1
15	1	1	1	7	1
16	1	1	1	7	1
17	1	1	1	8	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	10	1
23	1	1	1	11	1
24	1	1	1	11	1
25	1	1	1	12	1
26	1	1	1	12	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 fifteen 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 nine (9) teachers.