

THIS DEED OF AGREEMENT is made the 14 day of APRIL,
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
Saint Benedict's School, KHANDALLAH
(hereinafter referred to as "the School")
- B The School is a Roman Catholic Primary School for boys from
new entrants to standard four and for girls from new entrants
to form two 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.

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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 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 forty (240) 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 forty five (245) pupils.

9. THE Proprietor agrees that pursuant to Paragraph (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 twelve (12) 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.



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 from new entrants to standard four and for girls from new entrants to form two 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 that is 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. 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 of the School shall be the responsibility of the Proprietor.

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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.

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

29. THE effective date of this Deed of Agreement shall be the 25th day of May 1981.

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

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

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

Patricia O'Connor
Cleric
Wellington

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

M. J. Tolken
Private Secretary
12 Hohiria 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, hall, school buildings and other improvements owned by the Roman Catholic Archbishop of the Archdiocese of Wellington situate at Nicholson Road, Khandallah, Wellington, being known as St. Benedict's School, Khandallah, and being more particularly described as follows :-

All that parcel of land FIRSTLY being an estate in fee simple containing 5984 square metres more or less situate in the City of Wellington being part Section 1 Porirua District and being also part Lot 2 on Plan A/3182 AND SECONDLY being an undivided one-twentieth share in 918 square metres more or less situate as aforesaid being part Section 5 Harbour District and being also part of the part marked "Right of Way" adjoining Lot 1 on Deposited Plan 868 and being all the land comprised and described in Certificate of Title Volume 680 Folio 98 (Wellington Registry).

SUBJECT TO:

- (1) As to the land secondly described the rights of way appurtenant to
 - (a) Part Lot 1 Plan 10205 (CT 680/97)
 - (b) Lot 4 Plan 19354 (CT 680/99)
 - (c) The part Lot 3 Plan 19354 (CT 680/100) hatched red and formerly comprised in CT 556/36 and the part formerly comprised in CT 502/231
 - (d) Part Lot 2 Plan 10205 (Cs T 509/226, 513/137) created by Transfer 70010.
- (2) Memorandum of Mortgage No 338270.1 to Housing Corporation of New Zealand.
- (3) Memorandum of Variation of Mortgage No 359689.1 varying terms of Mortgage 338270.1.

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 the land and buildings and other improvements comprising the School improvements.

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.

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ST BENEDICT'S SCHOOL, KHANDALLAH

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

THIRD SCHEDULE

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. All work is to be carried out by competent tradesmen or in a workman like manner to the Wellington Education Board standards.

AGREED PHASING OF WORK TO BE COMPLETED BY

SITE	25.5.81	31.3.82	31.3.83	31.3.84	31.3.85	31.3.86
Spray to kill weeds and gorse.		x				
Roads and Sealed Areas						
Completely reconstruct sealed area to the southwest of the school building and provide concrete nib where seal adjoins grassed areas.		x				
Provide binding fines for the loose metal under the new classrooms and compact and seal the area.		x				
Patch and reseal path on southeast end of Block A running down to netball court.		x				
Fill and compact northeast end of the netball court to northeast of Block A where subsidence has taken place, spray to kill weeds and reseal the area affected by fill.						
Investigate cause of subsidence at northeast end of netball courts and correct as necessary.		x				
Spray path along northeast of Block A to kill weeds; patch holes and reseal.		x				
Fill, compact and reseal sunken area on entrance drive opposite the netball court.		x				

SITE (continued)	25.581	31.3.82	31.3.83	31.3.84	31.3.85	31.3.86
<u>Roads and Sealed Areas (continued)</u> Patch holes in the drive at the north corner of Block A. Form a walking path beside entrance driveway, with a guardrail extending around the blind corner.		x				
<u>Grassed Area</u> Regrade and resow grassed area to southwest of upper sealed area.		x				
<u>Sumps and Drainage</u> Provide outlet and clean out all water channels along base of the concrete retaining wall on southeast side of the netball court. Clean out all sumps. Form water channel between drive and northwest end of Block A to take the water run off from the roof of the building.		x x				
<u>Retaining Walls</u> Provide 8 metres of mini crib retaining wall from lowest portion of bank on southeast side of netball court to retain path from Block A to netball court.		x				
Finish sealing the boulder wall at the southwest end of the netball court with plaster mix. Secure the retaining wall at the top of the drive which has moved out towards the drive, to provide long term stability.		x				

SITE (continued)	25.5.81	31.3.82	31.3.83	31.3.84	31.3.85	31.3.86
<p><u>Boundaries</u> Remove pile of concrete and debris from bank on southwest boundary and make good to the surface. Define all boundaries; provide fences where unfenced. Remove gorse and noxious weeds and provide retaining walls as necessary. Repair fence on southwestern boundary. Remove two overhanging pine trees from southeastern boundary. Channel the water run-off from the rear at the northwestern boundary away from neighbouring properties.</p>		<p>x</p> <p>x</p> <p>x</p> <p>x</p> <p>x</p>	<p>x</p>			
<p><u>Netting Fences</u> Replace hurricane wire netting and backing wires on the following fences: from the east corner of the building) to the lower sealed area;) along the northeast side of the) building;) along the top of the retaining wall) at the west corner of the building) Replace where necessary pipe posts and stays supporting the netting around the netball court and along the northeast side of Block A. Provide stay pipe post on east corner of fence running along the northeast side of Block A and reset the loose posts. Provide a corner stay to the pipe post at the east corner of the netball court.</p>		<p>x</p>		<p>x</p>		

SITE (continued)	25.5.81	31.3.82	31.3.83	31.3.84	31.3.85	31.3.86
<u>Site Facilities</u> Replace incinerator with a larger one or provide an alternative method of rubbish disposal. Seal handles on lids to the new wet sewer drainage inspection chamber. Replace two existing drinking points and provide two more. Provide further exterior seating to bring total at school to 70m.		x x x x				
<u>BLOCK A</u> <u>Exterior : Original wing</u> <u>Northeast side</u> Provide grille over sump. Refix beading around fixed louvre frame. Reglaze door into area 37 with wired glass panel. Fit new lock and hardware to door into area 38 and re-putty glass in the door. Replace pane of glass in door to area 33. Replace weatherbars on double doors at northwest end. Patch hole in foundation wall. Southwest side. Fix cast iron downpipe to gully trap. Replace copper downpipe at northwest end and ensure that the water outflow is directed over the retaining wall and not behind it. Replace two concrete vents. Northwest side. Replace pane of glass.		x x x x x x x x x x x x				

BLOCK A (continued)	25.5.81	31.3.82	31.3.83	31.3.84	31.3.85	31.3.86
<p>Replace 3 broken concrete steps. Waterproof basement wall. Replace rusted flashings. Apply waterproofing treatment to cracks in wall outside area 32 to prevent efflorescence. Roof Replace roof when required.</p>	<p>x x x x</p>					
<p><u>EXTERIOR:</u> New Addition Repair or replace cracked concrete blocks used in foundations to area 16 and repoint the joints in these blocks. Make good joints between blocks or beams where they adjoin the concrete at first floor level by plastering and pointing. Extend the stormwater drains with collared springs or bends to 75mm above surrounding ground or sealed levels and in a direct line with spouting outlet point; seal and surround downpipes into drains. Install wire baskets to all downpipe outlets and vents. Improve the flashing, sealing and fitting of asbestos to the steel window frames on the southeast wall to education board standards. Investigate structure and rating of the timber treatment used at the egress landing and stairs at the northeast wall to ensure that this complies with TRADA specifications.</p>	<p>x x</p>					

ST BENEDICT'S SCHOOL, KHANDALLAH

AGREED PHASING OF WORK TO BE COMPLETED BY

EXTERIOR (continued)	25.5.81	31.3.82	31.3.83	31.3.84	31.3.85	31.3.86
Clean out and stop the fixings in the timber decking. Replace the AC hinges in the main entrance double doors with galvanised butts and ease and adjust doors.	x					
Replace barge facings and spouting boards with knot free timber.	x					
Fit galvanised gate latches to doors on the outeast wall.	x					
Refix 'Butynol' where separation has occurred on south corner of flat roof.	x					
Trim building paper where it projects down below asbestos wall linings at tile roof and new junction.	x					
Main Entrance Ramp:	x					
Rebuild ramp to conform with NZS 4121 Part 1 1971.	x					
Undercoat and finish coat all rebates in joinery frames where opening sashes have been fitted.	x					
INTERIOR Replace small square display boards in classrooms with display boards up to education board standard.	x					

BLOCK A (continued)						
25.5.81	31.3.82	31.3.83	31.3.84	31.3.85	31.3.86	
<p>Interior (continued)</p> <p>Area 1</p> <p>Sand and seal floor to Wellington Education Board standards.</p> <p>Rake out joints in plaster ceilings, stop, and repaint corridor.</p> <p>Ease doors opening to sealed area on southwest side and replace locks and hinges where necessary.</p> <p>Areas 2 and 31</p> <p>Install extra bracket to handrail at head of stairs.</p> <p>Repaint stairwell.</p> <p>Area 4</p> <p>Repaint</p> <p>Sand and seal floor to Wellington Education Board standards.</p> <p>Replace borer infested cupboard doors and architraves adjacent to entrance door.</p> <p>Patch edge of entrance door.</p> <p>Replace architraves around doorway to area 3.</p> <p>Patch holes, rake out cracks in ceiling and replaster; where practicable wad the sheets from above for strength.</p> <p>Resurface or replace chalkboard to Wellington Education Board standards.</p> <p>Refix glass in entrance door and windows where necessary.</p> <p>Area 5</p> <p>Resurface or replace two chalkboards to Wellington Education Board standards.</p> <p>Replace cupboard doors and architrave adjacent to entrance door and any other finishing timber where borer is evident.</p>						

ST BENEDICT'S SCHOOL, KHANDALLAH

AGREED PHASING OF WORK TO BE COMPLETED BY

BLOCK A (continued)	25.5.81	31.3.82	31.3.83	31.3.84	31.3.85	31.3.86
Interior (continued) Refix glass in entrance door. Patch holes, rake out cracks in ceiling and replaster; where practicable wad sheets from above for strength. Repaint. Replace jamb on closing side of entrance door. Replace door lock Area 6 Ease and refix bottom rail on window sash at west end of window joinery Resurface or repair two chalkboards to Wellington Education Board standards. Repaint Patch holes, rake out cracks in ceiling and replaster; where practicable, wad the sheets from above for strength. Areas 11 and 40. Fit extra bracket to handrail at head of stairs if required. Repaint stairwell. Re-etch staircase with acid or provide vinyl coverings with nosings on stairs to prevent slipping on stairs.	x	x x x x x	x	x	x	x

BLOCK A (continued)		25.5.81	31.3.82	31.3.83	31.3.84	31.3.85	31.3.86
<u>Ground Floor: New Addition</u> Area 16 Stop holes in bead fixed to floor and joinery. Area 17 Reposition door and replace WC pan, wash hand basin, taps and rails to comply with NZSS 4121 for wheelchair toilets or a standard acceptable to the education board. Repair indicator bolt and refix door stop. Area 19 and 20 Fix sashes in permanently open position.							
<u>First Floor: New Addition</u> Areas 22, 29 and 30. Install flat metal strip over vertical joints in display boards to prevent hessian from fraying. Refix loose vinyl skirting. Area 24 Refix vinyl skirting. Paint beading along top of vanity unit. Make good floor in vanity unit. Area 27 Ease and adjust sashes.							
<u>Basement: Original Block</u> Area 32 Replace six fixed louvre blades. Plaster wall where waste pipes pass through wall; clean wall down and repaint.							

Basement: Original Block (continued)

Chemically treat concrete floor or provide vinyl
Finish to Wellington Education Board standards.
Fit handles and catches to 4 toilet doors.
Replace asbestos panel next to entrance door.
Replace 3 high level cisterns.

Area 34

Clean out room.

Paint ceiling.

Area 35

Adjust folding doors between classrooms and provide handles and catches where necessary.

Replace window catches where necessary.

Resurface or replace two chalkboards to

Wellington Education Board standards.

Sand and seal floor to Wellington Education

Board standards.

Repaint windows and door to stairs.

Provide door closers.

Area 36

Sand and seal floor to Wellington Education Board standards.

Resurface or replace two chalkboards to Wellington Education Board standards.

Replace carpet square.

Repaint classroom.

Re-putty and repaint windows.

25.5.81	31.3.82	31.3.83	31.3.84	31.3.85	31.3.86
	x x x x x x x x x x x x	x x x x			

ST BENEDICT'S SCHOOL, KHANDALLAH

AGREED PHASING OF WORK TO BE COMPLETED BY

BLOCK A (continued)	25.5.81	31.3.82	31.3.83	31.3.84	31.3.85	31.3.86
<u>Basement: Original Block (continued)</u> Area 38 Provide catches, handles and stops to 3 cubicle doors. Replace broken louvre blades. Repair flushing system in urinal. Clean out urinal. Line over match lining with hardboard. Chemically treat concrete floor or provide vinyl finish to Wellington Education Board standards. Replace door hinges. Replace two handbasins. Replace high flushing cisterns with low cisterns.		x x x x x				
Area 39 Stop gypsum plasterboard and paint. Reglaze one pane of glass in door. Replace mortice lock on door.		x x x				
Area 41 Clean out area. Stop and paint ceiling.		x x				
<u>Mechanical</u> Install additional saddle to pipe outlet from water heater in area 13.		x				

Original Block

Replace old TRS and VIR wiring if required.

Upgrade lighting in all areas to state school standards.

Upgrade heating by providing a system which will produce an environmental temperature of 18°C with

an outside temperature of 50C. outlets in each classroom provide additional wall socket to education board requirements. New addition

New Addition

Area 12

Fit diffusers to fluorescent lights.

Provide 2 additional wall socket outlets and reposition existing two points from behind shelving for an unobstructed location.

Areas 22, 29 and 30

Fit diffusers to fluorescent lights.

Replace one double wall socket outlet in each area with double outlets with switches.

Fire Protection

Original Block

Forces

Install locks which may be opened from the inside without the use of keys to the double egress doors from the main corridor.

Provide a platform at doorstep level for the steps from the main door wide enough so that the doors when open do not overlap a step.

Provide an interconnecting door between classrooms 4 and 5.

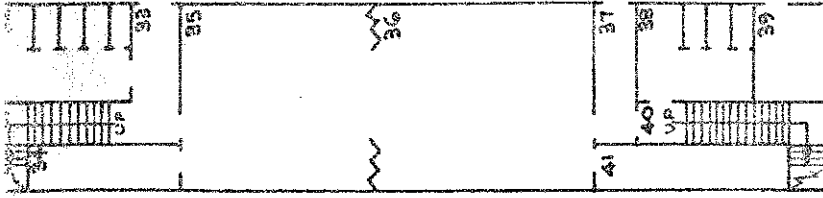
4

-31-

BLOCK A (continued)		25.5.81	31.3.82	31.3.83	31.3.84	31.3.85	31.3.86
<p><u>Fire Protection</u> (continued)</p> <p><u>Smoke stopping.</u></p> <p>Provide smoke stop partition and doors with self-closers for stairwell areas 2 and 11.</p> <p><u>Fire Extinguishing Equipment.</u></p> <p>Provide a fire hose reel with 25m of 12mm hose to cover classrooms 35 and 36.</p>		x					
<p><u>New Addition</u></p> <p>Provide one 3.5kg CO2 extinguisher outside the library door to cover the library and the main electrical switchboard.</p> <p>Install a fusible link device to hold in the open position the fire door at the base of the stairs adjacent to the principal's office.</p>			x				
<p><u>BUILDING REQUIREMENTS</u></p> <p>Provide one additional WC pan in girls toilet.</p> <p>Provide one sanitary towel disposal unit in the female staff toilet.</p>			x				
			x				

BLOCK A

-33-

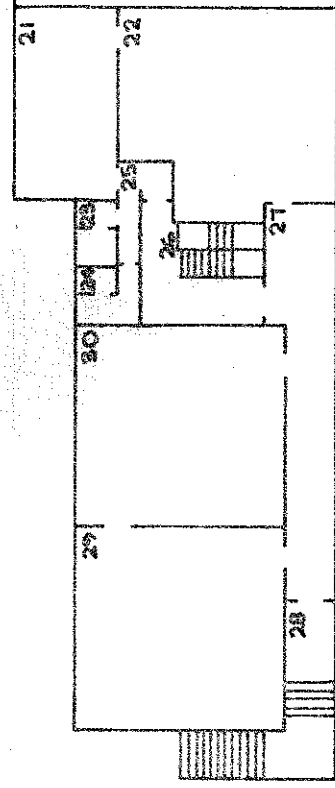


BASEMENT

ROOM	AREA
31 STAIRS	16.00m ²
32 GIRLS' TOILETS	53.50m ²
33 CORRIDOR	56.05m ²
34 STORE	9.00m ²
35 CLASSROOM	20.00m ²
36 CLASSROOM	
37 CORRIDOR	
38 BOYS' TOILETS	
39 STORE	
40 STAIRS	
41 STORE	
TOTAL AREA	242.72m²

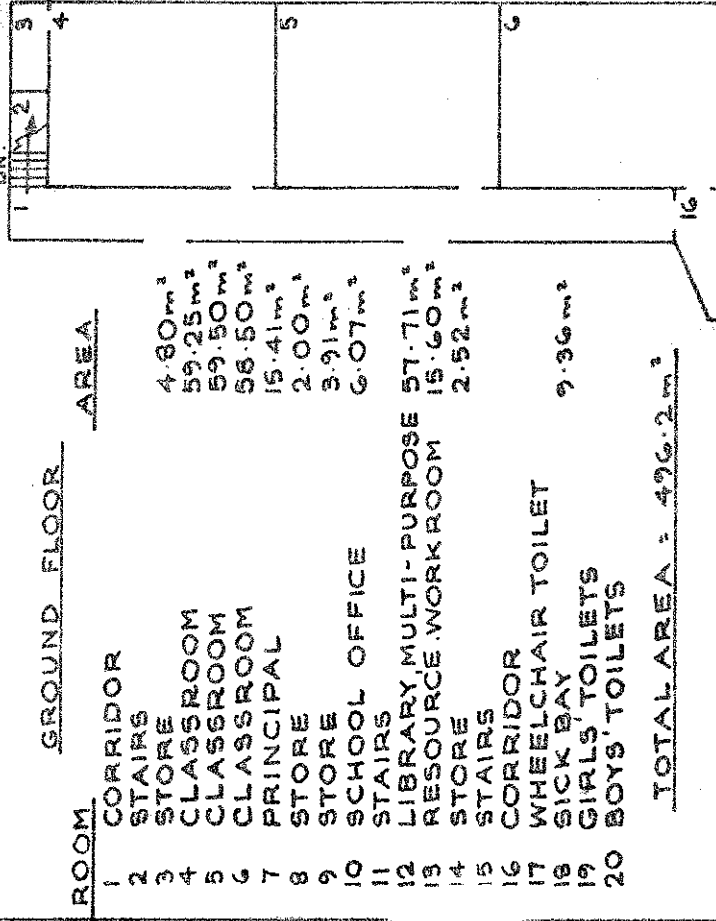
Drawing No:	EIP 050 02	Scale:	1:300
Date:	19 DECEMBER 1978		SHEET 2 OF 2 SHEETS
Revision		Drawn:	WLS
	9 APRIL 1980		

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



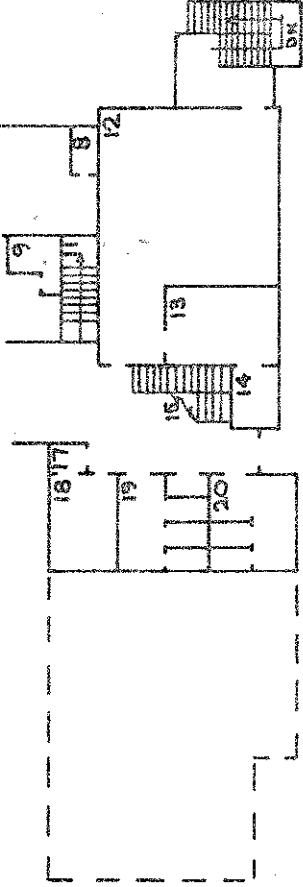
FIRST FLOOR

ROOM	AREA
21 STAFF ROOM	35.19m ²
22 CLASSROOM	65.50m ²
23 MALE STAFF TOILET	
24 FEMALE STAFF TOILET	
25 CORRIDOR	
26 STAIRS	
27 CORRIDOR	
28 STAIRS	61.00m ²
29 CLASSROOM	61.00m ²
30 CLASSROOM	
TOTAL AREA	320.35m²



GROUND FLOOR

ROOM	AREA
1 CORRIDOR	4.80m ²
2 STAIRS	59.25m ²
3 STORE	59.50m ²
4 CLASSROOM	56.50m ²
5 CLASSROOM	15.41m ²
6 PRINCIPAL	2.00m ²
7 STORE	3.91m ²
8 STORE	6.07m ²
9 SCHOOL OFFICE	
10 STAIRS	
11 LIBRARY, MULTI-PURPOSE	57.71m ²
12 RESOURCE WORK ROOM	15.60m ²
13 STORE	2.52m ²
14 STAIRS	
15 CORRIDOR	
16 WHEELCHAIR TOILET	9.36m ²
17 SICK BAY	
18 GIRLS' TOILETS	
19 BOYS' TOILETS	
20	
TOTAL AREA	496.2m²



Fourth Schedule

Schedule of Staffing Appointments to St. Benedict's School, KHANDALLAH Under Sections 65 (1) and 66 of the Private Schools 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) (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	Deputy Principal to be Appointed under S.66 Private Schools Conditional Integration Act 1975

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	2	1
11	1	1	1	3	1
12	1	1	1	3	1
13	1	1	1	4	1
14	1	1	1	4	1
15	1	1	1	5	1
16	1	1	1	6	1
17	1	1	1	7	1
18	1	1	1	7	1
19	1	1	1	8	1
20	1	1	1	8	1
21	1	1	1	9	1
22	1	1	1	9	1
23	1	1	1	9	1
24	1	1	1	10	1
25	1	1	1	10	1
26	1	1	1	11	1
27	1	1	1	11	1
28	1	1	1	12	1
29	1	1	1	12	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 Nine (9) teachers.