THIS DEED OF AGREEMENT is made the 14 day of AFRIL, 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 Patrick's School, WAINUIOMATA (hereinafter referred to as "the School")
- 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.
- The School was established in 1967 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 Congregation of Jesus and Mary. The said Order will continue after the effective date of integration to offer teaching staff to the school, for as long as it has members available for that purpose.
- <u>D</u> 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 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 premisés.
- (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 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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Some 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 Archdioceseof 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) Six (6) 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 one hundred and eighty two (182) 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 one hundred and ninety (190) 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 nine (9) pupils out of the total roll of the
 School and the Controlling Authority shall not enrol
 more than that number PROVIDED THAT to maintain and
 preserve the Special Character of the School the
 Controlling Authority in classifying such pupils so
 enrolled shall endeavour to reasonably distribute them
 through the range of classes offered by the School.
- (c) Wherever any difficulty arises related to enrolment at

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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.
- 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. $\mathcal Q$

- 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 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 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 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 driveway from Rata Street, 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 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. 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.

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 Sealed with his Seal of Office in + James J. Williams the presence of:

Patrice Obonno

Clerce Weelington

SIGNED FOR AND ON BEHALF OF

HER MAJESTY THE QUEEN by MERVYN LANGLOIS Minister of Education in the WELLINGTON

presence of:

M.J. Yolkow. Private Secretary.

12 Hohina Road Hatactai Wellington, 3.

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 Rata Street, Wainuiomata, New Zealand, being known as St. Patrick's Hall and School, Wainuiomata, and being more particularly described as follows:-

All that freehold parcel of land containing Two decimal Seven Nought Two Five (2.7025) hectares more or less situate in Block XVI of the Belmont Survey District being part Sections 2 and 5 Lowry Bay District and being also Lot 177 on Deposited Plan 26454 and being all the land comprised and described in Certificate of Title Volume D4 Folio 791 (Wellington Registry)

SUBJECT TO:-

- 1. Fencing covenant in Transfer 649307
- 2. No. 637315 Notice of Fencing Agreement

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

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 Block E and land immediately adjacent to the same more particularly delineated in green on the annexed plan together with a reservation in favour of those excepted portions of full rights of access inter se and of ingress and egress to and from those excepted portions over the access thereto shaded blue on the annexed plan from and to Rata Street, Wainuiomata.

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ST PATRICK'S SCHOOL, WAINUIOMATA

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.

particular works, the buildings supervisor of the Wellington Education Board shall draw up the In those cases where the words "half cost to be met by Education Board" appear in relation to specifications for such particular works and the proprietor shall obtain his approval to the competent tradesmen or in a workman like manner to the Wellington Education Board standards.

AGREED PHASING OF WORK TO BE COMPLETED BY All work is to be carried out by contractor and to the price before commencing such works.

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	25/5/81	31/3/82 31/3/83	31/3/83	31/3/84	31/3/85	31/
T.D.E.						
Sealed Areas						
Spray the perimeters of the following areas for \ weeds:- driveway						
area between Block A and E extending from the (end of the drive to the fence on the SE boundary		×				
area northeast of Block E area between Blocks A and B						
area northwest of Blocks A and B to nib wall area southeast of Block A						
		· .				

2	AGREED PHASING OF WORK TO	SING OF WC		BE COMPLETED) BY	
	25/5/81	31/3/82	31/3/83	31/3/84	31/3/85	31/3/86
Patch holes in the following areas:- driveway: build up edges where it has subsided so that water will discharge into channels. along the edges of Blocks A and E and channels area between Blocks C andz D and nib wall; fill depression.		×				, .
Patch the following areas:— area from Block A to line projecting from the centre line of the driveway area northwest of Block E; fill depression area between Blocks A and B area at southeast end of Block B. Clear gravel and stones area between Blocks C and D and nib wall; reconstruct subbase area southeast of Block A: regrade to fall to		×				-21-
innel the following areas: from Block A to a line projecting from the of the driveway northwest of Block E; fill depression						
area between Blocks A and B to nib wall area northwest of Blocks A and B to nib wall area at southeast end of Block B. Clear gravel and stones area between Blocks C and D and nib wall; reconstruct sub base.		-				×

reconstruct sub base area southeast of Alock A; regrade to fall to channel

Provide adequate drainage from ground line beneath the buildings, which is a lower leve than surrounding grassed and sealed surfaces.

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SITE (continued)	25/5/81	31/3/82	31/3/83	31/3/84	31/3/85	31/3/86
Fences Replace rotten palings to the fence at the Rata Street end of the southwest boundary Reinstate the wire mesh fencing on the southwest boundary to Education Board standard Repair and repaint corrugated iron fences opposite Blocks C and B on the southwestern boundary between posts to fence on southeastern boundary between Blocks B and E Rettify lean of fence on southeastern boundary between Blocks B and E Brocks B and E Provide fencing for all unfenced boundaries to Education Board standard Grounds Regrade grassed areas to remove undulations and rough surfaces to bring them up to an acceptable standard for organised sports Regrade grassed areas to remove undulations and counct to provide a sump at the lowest point and connect to the nearest stormwater drain Clean out sump and replace damaged concrete lid at the nearest stormwater drain Clean out sump at the southeast end of the drive and provide a new grating Replace missing lid to toby box outside Block A Upgrade area southeast of Block E including track to right of way at east corner, and provide BLOCK A Exterior		× × ××	×	× × ×	* * *	-22-

Replace foundation vents

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BLOCK A						
Exterior (continued)	25/5/81	31/3/82	31/3/83	31/3/84	31/3/85	31/3/86
Provide adequate ventilationunder the building Replace broken cover batten at top of concrete foundation at the western corner of building Straighten buckled spouting.		××	×			
Clean out spoutings Repair drinking fountain and provide drain for waste water	, ·	< × ×				
Refix electric cable and repair cover near top of west wall Strip out glass and solid panels of screen wall of		: ×	•			
verandah outside area 10. Clean all rust from steel frames and paint with cold galv process. Reinstate glass panels etc and repaint to match						
existing Replace screws and washers to barge covers Extend short vent pipe above roof level and replace existing flashings of both vent pipes Seal block walls to prevent ingress of moisture		× ××				-23- ⋈
Interior						
Area 1 Refix loose edges of ceiling linings Remove the furniture and door closer of the door area 9 and ease bottom of the door Provide pull handles to cupboard doors Sand surfaces of chalkboards then repaint Repair lock of door to area 2		* ***				
Area 2 Refive longs of ceiling linings		<u></u>				

Refix loose edges of ceiling linings Sand and reseal floor or cover with sheet vinyl and Repair doors under display board and ease door of teachers cupboard hardboard underlay

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BLOCK A Interior (continued)	25/5/81	.31/3/82	31/3/83	31/3/82 31/3/83 31/3/84 31/3/85	31/3/85	31/3/86
Provide pull handles to cupboard doors Repair operating handle of louvre window by door to area 9 Remove door closer to door to area 9		* **				
<u>Area 3</u> <pre>Investigate and remedy cause of water under edges of floor Repair floor covering or replace to Wellington Education Boards standard</pre>		×	,	,	·	
Refix washhand basin and brackets securely to wall		×		<		
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Clean stains from carpet Replace skirting by door to area 7 to match rest of skirting. Paint Replace latch set of door to area 7	Area 6 Repair floor covering or replace to Wellington Education Boards standard Replace one damaged sheet of wall lining in the toilet	Replace two cracked washhand basins Rake out rust spots at nail heads in timber beads of urinal and seal Repaint
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Area 7
Sand and reseal floor or cover with sheet vinyl and hardboard underlay
Replace 7 coathooks
Redecorate

BLOCK A Interior (continued)	25/5/81	31/3/82	31/3/83	31/3/84	31/3/85	31/3/86
Area 8 Repair wall behind the door latch, left hand cubicle with 150 x 25mm timber member fixed over hole and painted to match Repair cistern centre cubicle Remove rotten skirting in corner of right hand cubicle. Remove wall lining. Check timber framing and repair		××				
as required Replace left hand washhand basin Repair retention spring hinges to cubicle doors Repair floor covering or replace to Wellington Education Boards standard		××× ×				
Area 9 Paint new sheet of hardboard under window Paint all unpainted beads around new windows Reposition and fix displaced flashing at bottom of facing by partition to areas 1 and 2 Replace seven cracked asbestos sheets to the ceiling and paint to match existing		** * *				-25-
Ease door opposite area 1 Repaint unpainted face of rail for door		: ××	<u>.</u>		1	
10 I loose edges of ceiling lining I door to area 7 and replace latch set Ice night latch of door to area 9 bottom of door to teacher's cupboard cupboard doors under display board de pull handles to cupboard doors		****				
Sand and reseal iloor or provide sheet vinyl covering with hardboard underlay		 	×			
Replace circuit fuses on switchboard with miniature circuit breakers	· ·	:				

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BLOCK A (continued)	05/5/84	24/2/00	70/2/02	24 /2 /0/.	70/11/01	7 - 7 - 7
Electrical	10/6/67	70/6/16	C8/C/LC	71/2/84	51/3/85	31/3/86
Provide metal enclosure for switchboard Upgrade lighting to state school standards Provide 2 additional wall socket outlets in each classroom		** *				
Fire Protection		-				
Permanently fix existing main sliding exit door and provide alternative side hung exit door at the end of corridor to open out to porch. Door to be fitted with a lock which may be opened from the inside without the use of a key	×					
BLOCK B						
Exterior			•			-2
Replace broken window pane, northeast wall Refix loose base boards and replace damaged or missing baseboards Provide 4 drinking fountains Realign spouting and replace downline brackets		× ××			***************************************	26-
ndings outside egress doors. (see also	3	×				
rner mould		×				
area 17 or upgrade wall cladding around area 17 by providing solid backing or replacing present	<u> </u>					
Aspesos crauding with more surtable material Paint roof with oil based primer and finish coats Repair the weatherboard cladding on the lower portion of the block to Wellington Education Board		×	· · · · · · · · · · · · · · · · · · ·	×		·
standard				×		
Interior Area 11 Check and repair roof leaks		(×				

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BLOCK B Interior (continued)	25/5/81	31/3/82	31/3/83	31/3/84	31/3/85	31/3/86
Check and ease windows Rehang entrance door to open outwards. Replace latch		×				00// 11/
inyl coverin	×					
Redecorate Replace all display boards			**************************************	××		
Area 12				×		
Ease window Ease night latch to entrance door Replace glass to entrance door with georgian wired		××				
Sand and seal floor to Education Board requirements Wash down paint work	·	×		×		= 6
Area 14		×				27-
Repair floor covering or replace to Wellington Education Board standard				þ		
Area 16		×		<		
Complete lining of wall by roller doors Replace grating to gully trap		××				
	- <u> </u>	×				,
Provide traps to waste pipes of drinking fountains Improve ventilation to areas 14 and 15 to comply with	71	×	×			
	***	×÷	<u> </u>			
Area 17		≺				
Repair hanging side of door and rehinge with three new hinges			<u>,, ,, ,, ,, ,, ,, ,, ,, ,, ,, ,, ,, ,, </u>	<u> </u>		
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BLOCK B Interior (continued)	25/5/81	31/3/82	31/3/83	31/3/84	31/3/85	31/3/86
Area 18						001011
Replace latch set to entrance door Sand and reseal floor or provide vinyl floor covering with hardboard underlay Redecorate		× ×;				
Areas 19 and 20 Repair bead above entrance door Replace clashing strip and latch and furniture sets to	.•	××				
Check and ease windows as necessary Lightly sand and paint chalkboard Replace beads around bottom panel of egress door Sand and reseal floor or provide vinyl floor		***	•			2 8
Redecorate Replace display panels with panels of an acceptable finish and mounted at a uniform height		× ×	×			
Structural Brace pile foundations to satisfy MWD requirements		×				
Replace circuit fuses in switchboard with miniature						
Provide a metal enclosure for the switchboard Provide additional heating to state school standards		××				
Repair the timeswitch in area 11 to eliminate noise Upgrade lighting to state school standards Provide two additional power points in each of		×××			· .	
M and 20		×		<u> </u>		

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BLOCK B (Continued)	25/5/81	31/3/82	31/3/83	31/3/84	31/3/85	31/3/86
Fire Protection					1-11-1	V (/ / / V
Convert main exit door to a side hung type which opens in the direction of exit travel, and fitted with a lock which may be opened from the inside withbuilt						
the use of a key Remove display panels from above heater and reposition	××	· .				
BLOCK C			· · · · · ·			
Exterior						
that they project into 26. Seal around the ni			-			
and replace the grating		i.				
Paint landing outside egress door (see also Fire		≺				
Replace rotten or broken section of baseboards	 	××	<u> </u>			
Replace cracked asbestos sheet on northwest wall Paint roof with oil based primer and finish coats		≺ ≻		×		29-
Interior		₹				
Areas 21 and 23 Investigate and repair leak in roof	- id	×				
Sand and reseal floor or provide vinyl floor		×				
Redecorate			· ×	×		

×

BLOCK C Interior (Continued)	25/5/81	31/3/82	31/3/83	31/3/84	31/3/85	31/3/86
Area 22						20.77.7
Paint exterior door step Patch holes in wall linings Investigate and repair leak in roof Sand and reseal floor or provide vinyl floor covering with hardboard underlay Redecorate		*** *		:		
Area 26 Replace rusty nails in beads to urinal. Replace damaged beads. Refix with galvanised nails Fit vinyl to concrete threshold or urinal Replace door furniture to exterior door Remove nails and repair window by urinal. Make window operate Replace cubicle door indicator bolt Replace toilet seat Replace toilet seat Replace all wall linings on walls where existing Replace all wall linings on walls where existing Replace all wall linings on walls where existing Replace pile foundations to MWD requirements Electrical Replace circuit fuses in the switchboard with miniature circuit breakers Replace circuit breakers Replace the lighting to state school standards Upgrade the lighting to state school standards Provide additional wall socket outlets in area 21 to Wellington Education		*** *** * ** *	×			-30-
Provide one 10 litre water-gas exting sher in the		×				

ST PATRICK'S SCHOOL, WAINUIOMATA

BLOCK D	25/5/81	31/3/82	31/3/83	31/3/84	31/3/85	31/3/86
Exterior						001010
Replace rotten and missing sections of baseboards Paint landing outside egress door Paint roof with oil based primer and finish coats		***				
Interior						
Areas 27 and 29 Refix planted door stop on jamb to entrance door Cover exposed electric wiring to power point to		×				
regulation height Check and ease windows as required	×	×	***************************************			
Investigate and repair roof leaks		××				
Sand and paint chalkboard Sand and reseal floor or provide vinyl floor covering with hardboard underlay Redecorate (half cost to be met by Wellington Education Board)				×	×	-31-
Area 28			<u>.</u>			×
Replace lock to exterior door Adjust spur fastener to window Sand and reseal floor or provide vinyl floor covering		××				
Redecorate, including step to exterior door			×	×		
Area 31 Investigate and repair leak Paint ceiling after roof leak repaired Paint door step	· · · · · · · · · · · · · · · · · · ·	×××				•
Structural Brace Pile foundations to MWD requirements		×				
						

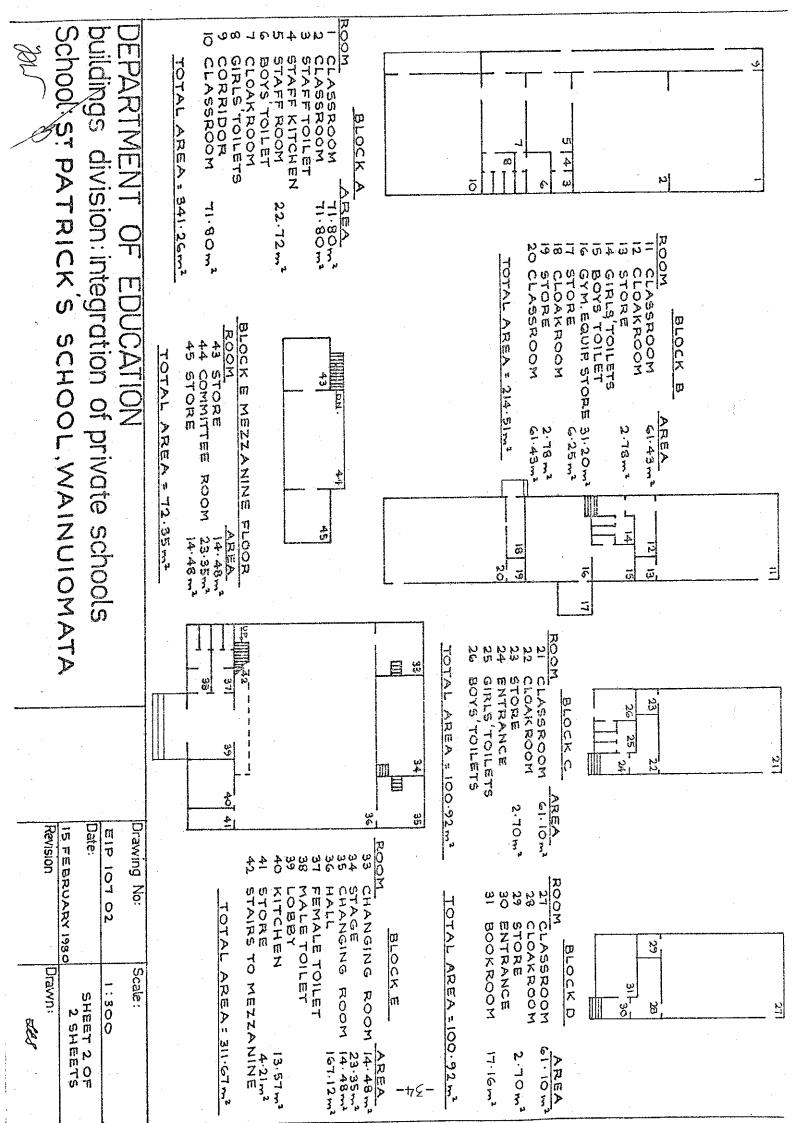
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BLOCK D (continued)	25/5/81	31/3/82	31/3/83	31/3/84	31/3/85	31/3/86
Electrical Replace circuit fuses in switchboard with miniature circuit breakers Provide additional heating to state school standards		×				
to eliminate noise coutlets in area 27		× × .				
FIRE PROTECTION - GENERAL		×				
Install a 'fail-safe' manually operated low voltage fire alarm with call points located at exit ways and sufficient sounders to enable the alarm to be heard from all school buildings	×					
Provide landings and steps, from all secondary egress doors to the following requirements:	₹					-32 -
a large enough in area so that when the exit) door is opened the edge of the door will not overlap a step					1	
b steps from the landing which do not exceed 200 mm in risers and not less than 255 mm in treads	×					
BUILDING REQUIREMENTS						•
Provide the following in new construction or remodelling:-				-	· · · · · · · · · · · · · · · · · · ·	
resource / workroom of $14m^2$)						
f 11m ²			×			
school office of 8m ⁻ \sim casualty \sim sickroom of 9m ²				-		
Also de la company de la compa						

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BUILDING REQUIREMENTS (Continued)	25/5/81	31/3/82	31/3/83	31/3/84	31/3/85	31/3/86
one sanitary towel disposal unit for the girls' $\Big\}$.						
<pre>one staff toilet containing 1 wc, 1 whb one sanitary towel disposal unit in the female } staff toilet</pre>			×			
FURNITURE AND EQUIPMENT				-		
Sand or replace desk tops where required		×				
		-				-33-

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Fourth Schedule

9	" ACT 1975 Deing Special positions relating to the Special Character of the School
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Schools Cond Total Staff Entitlement of School	Conditional Integration Act 1975 being ff Principal to be Appointed Director it under 5.65 (1) (a) Private Studies t Schools Conditional under 5.6 Integration Act 1975 Name of the color	1 CK S Special of Religion to be Appress of (1) (5) Schools	School, WAINUIOMATAunder Sections 65 (1) positions relating to the Special Character o tous Senior Teacher Junior Classes to be Appointed Under S.65 (1) (4) Private Schools Condit- to be Appoint		the School ruction mportance reachers dunder and 66 of the Private Beputy Principal to be Appointed under Schools Conditional
	so Appointed	Act 1975 Scale A or Bl or Higher	1975 1975 Number of Staff to be so Appointed	S. 65 (1) (c) of Private Schools Conditional Integration Act 1975 Number of Staff to be so Appointed (See Footwete No. 2 to this Schedule)	Integration Act 1975 Number of Staff to be so Appointed
Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
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WOTES:

I. 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 Dolum (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 by the limital 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 Teacher and in schools with a total staffing entitlemer. If between fifteen and twenty-one there should be at least three appointed as permanent Scale A Teacher. Agreement. The Schedule to be read across from left to right.

The School as at the effective date hereof has a staffing entitlement of SIX (6) teachers.