

THIS DEED OF AGREEMENT is made the 9 day of October
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 St. Joseph's School,
LEVIN (hereinafter referred to as "the School")
- B The School is a Roman Catholic Primary School for
boys and girls from new entrants to Form Two
offering Education with a Special Character.
- C The School was established in 1920 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 Saint Joseph of Nazareth. 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

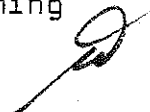
- PROVIDED THAT -

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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;



(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.

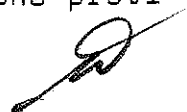
7. (a) THE Controlling Authority of the School shall be the Education Board of the Wellington Education District as constituted pursuant to Section 15 of the Education Act 1964.

(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 sixty (260) 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 sixty (260) 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 thirteen (13) pupils out of the total roll of the School and the Controlling Authority shall not enrol more than that number PROVIDED THAT to maintain and preserve the Special Character of the School the Controlling Authority in classifying such pupils so enrolled shall endeavour to reasonably distribute them through the range of classes offered by the School.

(c) Wherever any difficulty arises related to enrolment at





the School in terms of Section 54 of the Private Schools Conditional Integration Act 1975, it may be referred to the Controlling Authority of the School pursuant to the provisions of the said section.

11. IT is agreed by and between the parties hereto that as Religious observances and Religious instruction form part of the Education with a Special Character provided by the School, Religious observances and Religious instruction in accordance with the determination made from time to time by the Roman Catholic 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 of Agreement then the position of Director of Religious Studies shall be

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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.


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

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

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



20. THE Proprietor may with the consent of the Controlling Authority in accordance with Section 69 (1) of the Private Schools



Conditional Integration Act 1975 arrange for any retired teacher to undertake voluntary tasks to assist in the School with the teaching of Religious observances and Religious instruction appropriate to the Special Character of the School.

21. IT is agreed by and between the parties hereto that as Religious observances and Religious instruction form part of the Education with a Special Character provided by the School the Proprietor may employ any person as a Chaplain or otherwise, for the purposes of Religious observances or instruction and the provisions of Section 69 (2) and (3) of the Private Schools Conditional Integration Act 1975 shall apply.

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

23. THE School is a Primary School for boys and girls from new entrants to 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.

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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 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.

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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. PROVIDED THAT the Proprietor shall not be required to reimburse the Minister in respect of any salary, wages and holiday pay which has been paid to teachers up to the date of integration by the Minister in accordance with the terms of the Minister's letter of 4 December 1980 to Archbishop Williams.

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 14th day of October, 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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[Signature]

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

Thomas S. Williams
Archbishop
Wellington

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

Mervyn Langlois

M. J. Folger
(Private Secretary)

12 Hahira Road
Hataitai
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, Convent, Church, Presbytery, School Buildings and other improvements owned by the Roman Catholic Archbishop of the Archdiocese of Wellington situate at Weraroa Road, Levin, New Zealand, and being known as St Joseph's Church and St Joseph's School, Levin, and being more particularly described as follows:

FIRSTLY:

All that freehold parcel of land containing 4.1030 ha more or less situate in the Borough of Levin being Section 27 and parts Section 25 Levin Suburban parts being also part of the land in Deposited Plan 6024 and Lot 3 on Deposited Plan 28718 and being all the land in Certificate of Title Volume 6A Folio 361 (Wellington Registry).



SUBJECT TO: (1) Subject to Section 351D(3) Municipal corporations Act 1954

(2) Transfer 088483.1 Grant of Electricity Rights (in gross) over part Section 27 herein shown marked "Transformer Easement" on diagram in the said transfer

SECONDLY:

All that freehold parcel of land containing 1011m² more or less being part of Suburban Section 25 Levin Village Settlement and being Lot 25 on Deposited Plan No. 1713 and being all the land in Certificate of Title Volume 227 Folio 288 (Wellington Registry)

SUBJECT TO: Agreement as to fencing contained in Transfer 94335



THIRDLY:

All that freehold parcel of land
containing 1011m² more or less and
being Lot 22 on Deposited Plan
No. 1713 part Section 25 Levin
Village Settlement and being all the
land in Certificate of Title Volume
161 Folio 166 (Wellington Registry)

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 a part of the building shown as Block A this non-integrating area being more particularly delineated in green on the annexed plan.

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ST JOSEPH'S SCHOOL, LEVIN

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.

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

AGREED PHASING OF WORK TO BE COMPLETED BY:

SITE	14/10/81	31/3/82	31/3/83	31/3/84	31/3/85	31/3/86
<u>Sealed Areas</u> Spray for weeds and reseal area on north-east side of Block A Provide edging strips to path from Durham Street, spray for weeds and reseal Provide edging strips to newly sealed area at south-east end of block A and patch seal to finish flush with edgings Provide edging strips to seal on south-west side of Block M and adjacent to incinerator and reseal area		x				
<u>Entrance Drive</u> Spray for weeds at edges Patch asphalt around water toby box and finish surface level with top of box and adjoining seal Extend existing concrete kerb around corner and up to baths fence Form staff car parking area, from kerb and seal				x	x	x
<u>Concrete areas</u> Replace cracked and sunken concrete paving on north-west side of Block H Patch concrete paving where it adjoins the screen wall to Block I						

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SITE	14/10/81	31/3/82	31/3/83	31/3/84	31/3/85	31/3/86
<p>Concrete areas (contd)</p> <p>Break up and remove circular concrete tank base and adjacent cracked and sunken concrete panel. Relay new concrete with surfaces flush with adjoining paving</p> <p>Cut out cracked and badly pitted sections of concrete on south side of Block A entrance door. Relay new concrete with surfaces flush with adjoining paving.</p> <p>Break up and remove cracked concrete paving at north end Block A and relay new concrete with surfaces flush with adjoining coving</p> <p>Spray for weeds at perimeters of buildings, boundaries and all paving joints and cracks</p>						
<p><u>Fencing</u></p> <p>Provide fencing to Wellington Education Board standards</p>						
<p><u>Incinerator</u></p> <p>Replace all cracked pumice concrete components and provide suitable and correctly fitted metal lid spark arrester</p>						
<p><u>Seating</u></p> <p>Provide a further 10 m of exterior seating</p>						
<p><u>BLOCK A</u></p> <p><u>Exterior</u></p> <p>Repaint complete exterior (half cost to be met by education board)</p>						
<p><u>Northeast Wall</u></p> <p>Repair the top layer of plaster of foundations starting at the north-west end and continuing for the length within two seating bays</p> <p>Check all seating and replace all defective timber members</p> <p>Replace missing foundation vent (third seat bay)</p> <p>Replace spouting and downpipe at west end</p>						

AGREEEL PHASING OF WORK TO BE COMPLETED BY:

BLOCK A North East Wall (contd)	14/10/81	31/3/82	31/3/83	31/3/84	31/3/85	31/3/86
Repair corner facing at east end Refix glazing beads and repaint all window joinery			x x			
<u>South-east Wall</u> Refix metal barge cover			x			
<u>South-west Wall</u> Replace section of quarter round spouting at South-east end Replace broken vent pipe Replace downpipes where necessary Refix permanently the sash to area 9 Replace frame and sash west end of area 9 Plaster foundations to area 9			x x x x x x x			
<u>Roof</u> Replace the dented and damaged corrugated roofing iron at south east end of the lean-to area, check and renail the remainder of this area Remove scaled paint from whole roof and repaint Replace roof			x x			
<u>Interior</u> <u>Areas 3 & 4</u> Refix pinex ceiling at joints, stop up nail holes and repaint Replace chalkboards Repair damaged hessian covered display panels Replace steel louvre fittings Resurface floor with T&G, sand and seal Replace door and hardware Redecorate			x			
<u>Area 5</u> Repair or replace as necessary borer infested subfloor timbers			x			

14/10/81	31/3/82	31/3/83	31/3/84	31/3/85	31/3/86
BLOCK A					
Interior Area 5 (contd)					
Refloor the whole area with T&G, sand and seal Reline with approved materials all walls and ceilings now lined with T&G timber Replace chalkboards Replace all borer infested timbers including the door and frame Provide landing to door entry from corridor Replace door and frame to area 6 Replace steel louvre fittings Replace door hardware Rebuild cupboard in west corner of room Redecorate					
Area 6					
Refloor the whole area with T&G, sand and seal Reline ceilings with pinex Replace 2400 x 1200 chalkboards Replace steel louvre fittings Replace door and frame complete with hardware Provide additional supports to particle board shelving, fit Clashing strips to front edges of shelves, clean down and varnish Rebuild shelving on south wall to Education Board's standards					
Area 7					
Install new door and frame Replace steel louvre fittings					
Interior					
Area 9					
Resurface concrete floor Redecorate					

x

x

x

x x

x

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ST JOSEPHS SCHOOL LEVIN

AGREED DURING OF WORK TO BE COMPLETED BY:

	14/10/81	31/3/82	31/3/83	31/3/84	31/3/85	31/3/86
BLOCK A Interior (contd)						
Area 10 Refix ceiling sheets at edges Replace broken and missing hat and coat hooks Replace bench unit and top with a purposemade unit Chemically clean concrete floor and replaster to smooth plaster to falls if necessary Refix quad moulds Redecorate			x x x x x x x			
Mechanical Areas 3-7 Replace existing gas heaters and upgrade heating to state school standards			x			
Electrical Upgrade lighting in areas 3, 4 and 5 to State school standards Provide additional wall socket outlets to Wellington Education Board requirements in areas 3, 4, 5, 6			x x			
Fire Protection Upgrade the internal linings of the block to comply with clause 2.3.3 of the Education Department's publication "Fire and the Design of Education Buildings" Convert the primary egress door at the northwestern end of the building to a side hung door Install a fire hose reel with 25m of 12mm hose in area 9 Relocate the water/gas fire extinguisher from area 9 to area 22 Block D Remove all portable heaters from area 8	x x	 x x				
BLOCKS B, C AND D Exterior Northeast Wall Refix loose foundation vent at north-west end <i>WJW</i>						x

AGREED - HASING OF WORK TO BE COMPLETED BY:

14/10/81	31/3/82	31/3/83	31/3/84	31/3/85	31/3/86
BLOCK B C AND D (Continued)					
<u>Exterior</u>					
<u>Northeast Wall</u>					
Refix loose sill tiles					
Rake out filling from under sill and refill with an approved sealer		x			
Seal ends of window sills to wall linings with an approved sealer		x			
Seal beads at brick to wall junctions with an approved sealer		x			
Repair Block D entrance door where stile has come loose at top rail		x			
Replace downpipe on south-east corner of Block D		x			
Adjust bolt on top of entry door to Block C		x			
Replace cracked asbestos sheet on Block C outside area 19		x			
Clean down all metal flashing at sill lino, prime with a metal primer and repaint		x			
<u>Southeast Wall</u>					
Repair downpipes if damaged or corroded		x			
<u>Southwest Wall</u>					
Replace damaged asbestos sheet at south-east end Block C		x			
Replace missing foundation vent		x			
<u>Northwest Wall</u>					
Refix loose sill tiles		x			
Replace missing foundation vent		x			
<u>Exterior - General Blocks B, C and D</u>					
Repaint exterior including roof		x			
Check all box type spoutings, clean out and replace rusted sections around downpipe outlets		x			
Replace, as required glass blades with polycarbonate type		x			

AGREED - HASING OF WORK TO BE COMPLETED BY:

BLOCKS B (contd)	14/10/81	31/3/82	31/3/83	31/3/84	31/3/85	31/3/86
<u>Interior</u>						
<u>Areas 11 and 15</u>						
Ease sashes						
Redecorate			X X			
<u>Area 16</u>						
Clean out joints in vinyl floor covering and heat weld joints						
Refix vinyl at coves and fit rebated bead over top edges		X X				
Provide and fit rubber nosings at door thresholds to protect edge of vinyl		X				
Revarnish timber finishings						
<u>Areas 17 and 19</u>					X	
Cut out damaged sections of carpet and repair		X				
Check and ease cupboard doors where necessary and fit handles to doors		X				
<u>Area 20</u>						
Replace damaged door to area 18						
Refix handle on hosereel cabinet			X			
Cut out strip of vinyl flooring over construction joint and replace		X		X		
<u>Interior Block D</u>						
<u>Area 21</u>						
Repair leak in north corner and make good to lining paper and paintwork		X				
<u>Area 22</u>						
Wedge stainless steel bench up to quad mould and reglue wallpaper at joint adjacent to sink bench		X				

ST JOSEPHS SCHOOL LEVIN

AGREED - DATING OF WORK TO BE COMPLETED BY:

14/10/81	31/3/82	31/3/83	31/3/84	31/3/85	31/3/86
BLOCK B, C and D <u>Mechanical</u> Replace existing gas heaters and upgrade, heating to state school standards					
<u>Electrical</u> Install thermostats to electric heating in areas 11 and 15, block B Provide additional wall socket outlets to Wellington Education Board requirements in areas 11, 15, 17 and 19, Block B					
	x	x			
<u>Fire Protection</u> Upgrade the internal linings of Block B to comply with clause 2.3.3 of the Education Department's publications "Fire and the Design of Educational Buildings" when redecorating is carried out Convert the locks on all secondary egress doors as necessary so that they may all be operated from the inside without the use of keys					
					x
<u>BLOCK F</u> <u>Exterior</u> Repaint the complete exterior Scrub and clean down the complete interior Chemically clean concrete floors and replaster to smooth plaster to falls if necessary					
		x			
		x			
		x			
<u>BLOCK G Pool</u> Spray for weeds around concrete aprons Replace one concrete fence post and rotten rail Replace damaged corrugated iron on southeast side of fence					
	x				
	x				
<u>BLOCK H</u> Fit large capping to southeast side of roof Fit spaced battens to soffit on southeast side Provide and fit linings to soffits at north-east and south-west ends					
		x			
		x			
		x			

x 1 28 1

22/

AGREED DASHING OF WORK TO BE COMPLETED BY:

14/10/81	31/3/82	31/3/83	31/3/84	31/3/85	31/3/86
BLOCK H (contd)					
Provide backing at vertical joints in galvanised iron sheathing and renail joints					
Replace damaged metal covers at north and west corners					
Provide and fit spouting					
Replace damaged section of drainage vent					
Renail roof and repaint					
Remove rust from top of sheathing on north-west side, prime and paint					
Repair drinking fountain					
BLOCK I					
Exterior					
Renail roof and repaint roofing and exterior timbers					
Replace fibreglass roof lights					
Replace spouting and fit downpipe					
Provide and fit barge capping to front of building and replace damaged chicken netting					
Interior					
Check all cubicle partition framing and hardboard linings and replace rotten and damaged materials including finishing beads etc					
Replace rotten cistern top and fit overflows to discharge into floor channel					
Chemically clean concrete floors and replaster to smooth plaster to falls if necessary					
Redecorate					
BLOCK M					
Exterior					
Renail roof					
Refit and rehang main entry double doors					
Replace split weatherboarding on north-east wall					
Regrade ground on south-east side of building to ensure water drains away from vents.					

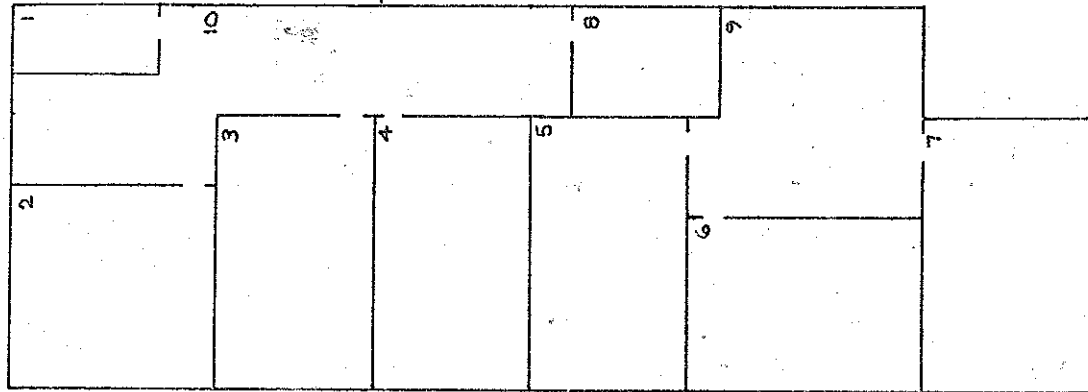
ST JOSEPHS SCHOOL LEVIN

AGREED PHASING OF WORK TO BE COMPLETED BY:

	14/10/81	31/3/82	31/3/83	31/3/84	31/3/85	31/3/86
BLOCK M Exterior (contd) Replace spouting on south-east side of kitchen area Replace broken louvre blades on south-east side Fit trap door to foundation access opening Repaint complete exterior			x x x x			
<u>Interior</u> <u>Areas 34, 35 and 39</u> Sand and seal floor with 4 coats of polyurethane varnish) Replace all damaged hardboard and pinex wall linings and including timber trims } Provide and fit door to area 34 } Redecorate }			x			
<u>Area 36</u> Replace complete sink top with stainless steel) Repair or replace cupboard doors and catches } Upgrade floor with sheet vinyl laid on hardboard) underlay			x			
<u>Area 39</u> Upgrade floor with sheet vinyl laid on hardboard) underlay } Replace all damaged wall linings } Redecorate }			x			
<u>Areas 42 and 43</u> Provide and lay sheet vinyl to concrete floors			x			
<u>Electrical</u> Provide thermostat controls for electric heating Replace all damaged power points Replace faulty fluorescent tubes Upgrade the emergency lighting system to meet departmental standards	x x x		x			

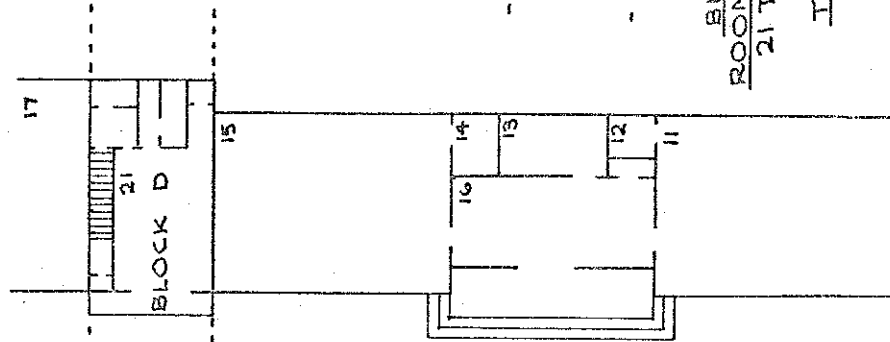


BLOCK M (contd)	14/10/81	31/3/82	31/3/83	31/3/84	31/3/85	31/3/86
<u>Fire Protection</u> Upgrade the internal linings to comply with Clause 2:3:3 of the Education Departments Publication "Fire and Design of Education Buildings" Upgrade panic bolts on main door and remove tower bolts Provide a platform and external step to the main door of the hall, so located that the doors when open do not overlap the step Provide a 3.5kg CO ₂ fire extinguisher in area 36	x		x			
<u>BUILDING REQUIREMENTS</u> In order to bring the school up to state standards, remodelling is required to provide: Access to water for areas 3 and 6 School office of 8m ² Casualty/sickroom of 9m ² One sanitary towel disposal unit for the female staff toilet One Whb for the girls toilets in Block F Storage for swimming pool chemicals	x	x				
<u>Fire Protection GENERAL</u> Upgrade the existing fire alarm system by providing a low-voltage manually operated fail safe system with call points positioned on exitways in Block A-D and sufficient sounders to enable the alarm to be heard from all parts of the school buildings as detailed in Clause 7 of the Education Department's Publication "Fire and the Design of Educational Buildings.	x	x	x			



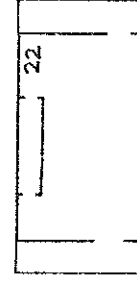
BLOCK A	
ROOM	AREA
1 BOOKROOM	13.75 m ²
2 CLASSROOM	65.26 m ²
3 CLASSROOM	71.60 m ²
4 CLASSROOM	65.09 m ²
5 CLASSROOM	65.09 m ²
6 CLASSROOM	61.40 m ²
7 LIBRARY	71.60 m ²
8 SICK BAY	23.05 m ²
9 PORCH	
10 CORRIDOR	
TOTAL AREA = 620.06 m ²	

BLOCK B	
ROOM	AREA
11 CLASSROOM	61.43 m ²
12 STORE	3.71 m ²
13 PRINCIPAL	10.66 m ²
14 STORE	3.71 m ²
15 CLASSROOM	61.43 m ²
16 LOBBY	
TOTAL AREA = 201.61 m ²	



BLOCK C	
ROOM	AREA
17 CLASSROOM	86.08 m ²
18 RESOURCE ROOM	18.48 m ²
19 CLASSROOM	86.08 m ²
20 LOBBY	
17A STORE	6.58 m ²
19A STORE	6.58 m ²
TOTAL AREA = 264.76 m ²	

BLOCK D TOP FLOOR	
ROOM	AREA
22 STAFFROOM	40.16 m ²
TOTAL AREA = 54.0 m ²	



BLOCK D GROUND FLOOR	
ROOM	AREA
21 TEACHERS' TOILETS & STORE	40.16 m ²
TOTAL AREA = 47 m ²	

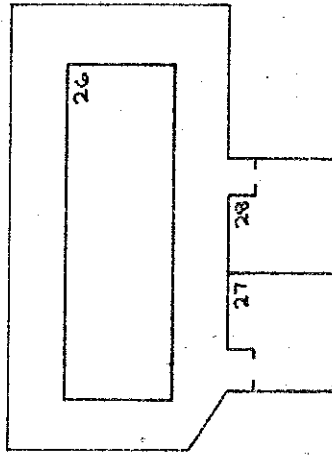


DEPARTMENT OF EDUCATION
buildings division: integration of private schools
School: ST JOSEPH'S SCHOOL, LEVIN

Drawing No:	Scale:
EIP 131 02	1:300
Date:	SHEET 2 OF 3 SHEETS
28 APRIL 1980	Drawn: RLS
REVISION 4 FEBRUARY 1981	

BLOCK

ROOM
26 SWIMMING POOL 66.24m²



BLOCK H

ROOM
27 DRESSING SHED
28 DRESSING SHED

TOTAL AREA = 44.00m²

BLOCK I

ROOM
29 GIRLS' TOILETS
30 BOYS' TOILETS

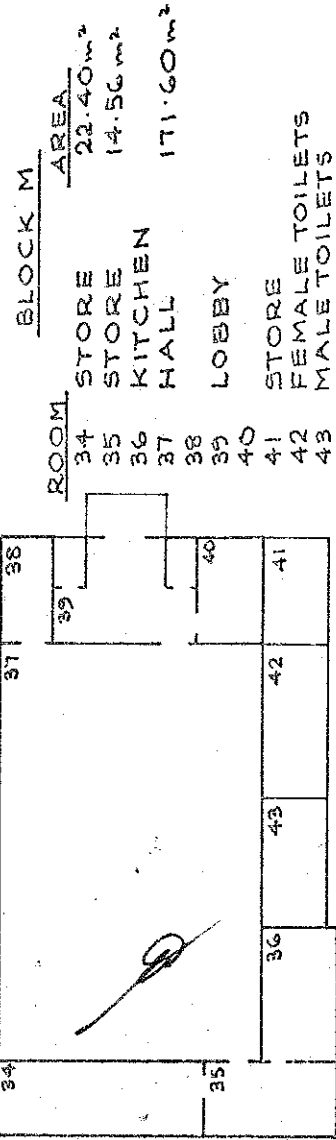
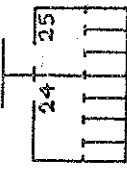
TOTAL AREA = 28.39m²



BLOCK F

ROOM
24 BOYS' TOILETS
25 GIRLS' TOILETS

TOTAL AREA = 21.35m²



BLOCK M
ROOM
34 STORE 22.40m²
35 STORE 14.56m²
36 KITCHEN
37 HALL 171.60m²
38 LOBBY
39
40
41 STORE
42 FEMALE TOILETS
43 MALE TOILETS

TOTAL AREA = 216.54m²

DEPARTMENT OF EDUCATION

buildings division: integration of private schools

School: ST JOSEPH'S SCHOOL, LEVIN

Drawing No:

EIP 131 03

Date:

28 APRIL 1980

REVISION
4 FEBRUARY 1981
27 AUGUST 1981

Scale:

1:300

SHEET 3 OF
3 SHEETS

Drawn: *ELG*

FOURTH SCHEDULE.

Schedule of staff appointments to St. Joseph's School, LEVIN under Sections 65(1) & 66 of the Private Schools Conditional Integration Act 1975 being special positions relating to the Special Character of the School

<u>Total Staff Entitlement of School</u>	<u>Principal to be Appointed under S.65 (1) (a) Private Schools Conditional Integration Act 1975</u>	<u>Director of Religious Studies to be Appointed under S.65 (1) (b) Private Schools Conditional Integration Act 1975</u>	<u>Senior Teacher Junior Classes to be Appointed under S.65 (1) (d) Private Schools Conditional Integration Act 1975</u>	<u>Religious Instruction Positions of Importance Number of other teachers to be Appointed under S.65 (1) (c) of Private Schools Conditional Integration Act 1975</u>	<u>Deputy Principal to be Appointed under S.66 Private Schools Conditional Integration Act 1975</u>
	<u>Number of Staff to be so Appointed</u>	<u>or Higher</u>	<u>Number of Staff to be so Appointed</u>	<u>Number of Staff to be so Appointed (See Footnote No. 2 to this Schedule)</u>	<u>Number of Staff to be so Appointed</u>

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>	<u>Column 5</u>	<u>Column 6</u>
1	1	-	-	1	-
2	1	-	-	1	-
3	1	-	-	1	-
4	1	-	-	2	-
5	1	1	-	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	7	1
20	1	1	1	8	1
21	1	1	1	8	1
22	1	1	1	9	1
23	1	1	1	9	1
24	1	1	1	9	1
25	1	1	1	10	1
26	1	1	1	10	1
27	1	1	1	11	1
28	1	1	1	11	1
29	1	1	1	12	1
30	1	1	1	12	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