

THIS DEED OF AGREEMENT is made the / day of August
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. Pius X School,
TITAHI BAY (hereinafter referred to as "the
School").
- B The school is a Roman Catholic Primary School for boys
and girls from new entrants to Standard Four offering
Education with a Special Character.
- C The Minister and the Proprietor have agreed to enter
into this Deed of Agreement pursuant to the Private
Schools Conditional Integration Act 1975, whereby the
School is to be established as an integrated school.

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

1. THAT the Minister and the Proprietor HEREBY AGREE that
the School is to become an integrated School pursuant to the
Private Schools Conditional Integration Act 1975.
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2. THE School's Special Character as is hereinafter described, shall incorporate the Education with a Special Character as provided in the School AND IT IS HEREBY AGREED AND DECLARED that the School shall at all times in the future be conducted and operated so as to maintain and preserve the School's Special Character and these presents shall be interpreted so as to maintain and preserve the Special Character of the School.

3. ON behalf of the Proprietor it is hereby agreed that:

- (a) The Proprietor is the owner of all the land and improvements more particularly described in the First Schedule hereto (hereinafter referred to as "the Proprietor's land") and of which for the purposes of this Deed of Agreement, the School premises form part only. The School premises for the purposes of this Deed of Agreement being the land and improvements more particularly described in the Second Schedule hereto (hereinafter referred to as "the School premises").
- (b) The Proprietor shall set apart and appropriate as owner all the School premises and all the chattels and other assets of the Proprietor associated with the School exclusively for the purposes of the School as an integrated School, so that the Controlling Authority of the School shall have the exclusive right to the possession and use of the School premises and chattels

- PROVIDED THAT -

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(i) At the request of the Proprietor, the School Committee may grant the use of the School premises and chattels to the Proprietor or other person or persons at any time when the School premises and chattels are not required for school purposes and the School Committee shall not unreasonably or arbitrarily withhold its consent. The School Committee may require the Proprietor or other person or persons to pay a reasonable fee to the School Committee as a condition of such use.

(ii) With the consent of the Proprietor, the School Committee may grant the use of the School premises and chattels to other person or persons at any time when the School premises and chattels are not required for School purposes and the Proprietor shall not unreasonably or arbitrarily withhold his consent. The School Committee may require any such person or persons to pay a reasonable fee to the School Committee as a condition of such use.

(c) The Proprietor shall accept and meet the liability for all mortgages, liens and other charges upon the land and buildings comprising the School premises.

(d) The Proprietor shall plan, pay for, and execute the improvements described in the Third Schedule hereto, to the School premises so as to bring the School buildings and associated facilities forming

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part of the School premises up to the minimum standard for comparable State Schools prevailing at the effective date of this Deed of Agreement. Such improvements are to be carried out in accordance with the dates specified against such improvements in the Third Schedule hereto. The Proprietor shall upon completion of any improvements to electrical services described in the Third Schedule hereto arrange for the local Electrical Supply Authority to inspect the School premises in terms of Regulation 45 of the Electrical Supply Regulations 1976.

(e) The Proprietor shall plan, execute and pay for such capital works and associated facilities at the School as may be approved or required, from time to time, by the Minister pursuant to Section 40 (2) (d) of the Private Schools Conditional Integration Act 1975.

(f) The Proprietor may own or hold upon trust, and control and maintain, any land, buildings and associated facilities that, although not part of the integrated School premises in terms of this Deed of Agreement are regarded by the Proprietor as appropriate to maintain the Special Character of the School.

(g) The Proprietor shall insure all the buildings forming part of the School premises and the Proprietor's chattels (if any) owned or held upon trust for the purposes of the School and the other assets owned by the Proprietor for the purposes of the School against risks

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

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

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

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5. THE Special Character of the School is that it is a Roman Catholic School for boys and girls established by the Roman Catholic Archbishop of the Archdiocese of Wellington, New Zealand, for the Roman Catholic community of the Archdiocese of Wellington which promotes and supports the School and of which the School is part, to provide and to continue to provide Education with a Special Character, that is to say :

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

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

- (a) Shall continue to have the responsibility to supervise the maintenance and preservation of the Education with a Special Character provided by the School;
- (b) Shall continue to have the right to determine from time to time what is necessary to preserve and safeguard the Special Character of the Education provided by the School and described in this Deed of Agreement;

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(c) May invoke the powers conferred upon him by the Private Schools Conditional Integration Act 1975, if in the opinion of the Proprietor the Special Character of the School as defined and described in this Deed of Agreement has been or is likely to be jeopardised or the Education with a Special Character provided by the School as defined and described in this Deed of Agreement is no longer preserved and safeguarded.

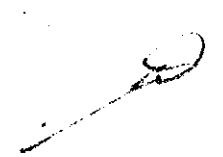
7. (a) THE Controlling Authority of the School shall be the Education Board of the Wellington Education District as constituted pursuant to Section 15 of the Education Act 1964.

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

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

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

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sions of the School Committees Administration Regulations 1965 and subtracting one from that number.

(c) Any election conducted pursuant to Section 26 of the Private Schools Conditional Integration Act 1975 shall be conducted as nearly as possible in the manner prescribed by the School Committees Administration Regulations 1965 and any regulations made in amendment thereof or in substitution therefor and the provisions of those regulations shall, with any necessary modifications, be applied accordingly.

(d) The control and management of the School shall be exercised subject to the provisions of Section 25 (6) of the Private Schools Conditional Integration Act 1975.

8. THE School had a roll of two hundred and thirty-one (231) 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 twenty (220) 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 eleven (11) pupils out of the total roll of the School and the Controlling Authority shall not enrol more than that number PROVIDED THAT to maintain and preserve the Special Character of the School the Controlling Authority in classifying such pupils so enrolled shall endeavour to reasonably distribute them through the range of classes offered by the School.

(c) Wherever any difficulty arises related to enrolment at

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

11. IT is agreed by and between the parties hereto that as Religious observances and Religious instruction form part of the Education with a Special Character provided by the School, Religious observances and Religious instruction in accordance with the determination made from time to time by the Roman Catholic Archbishop of the Archdiocese of Wellington shall continue to form part of the School programme in accordance with Sections 31 and 32 of the Private Schools Conditional Integration Act 1975.

12. THE Proprietor, together with his servants, agents and licensees shall, subject to the proviso to Section 40 (2) (i) of the Private Schools Conditional Integration Act 1975, have at all reasonable times access to the School to ensure that the Special Character of the School is being maintained.

13. THE Proprietor, together with his servants, agents and licensees, shall have at all reasonable times access to the land and buildings of the School constituting the School premises sufficient to enable him to exercise the powers and carry out the responsibilities vested in him and imposed on him by the Private Schools Conditional Integration Act 1975 and by this Deed of Agreement.

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

15. THERE shall be a position at the School to be designated Director of Religious Studies in accordance with Section 65 (1)(b) of the Private Schools Conditional Integration Act 1975, which position shall be part of the normal staffing entitlement of the School as established by Regulations made under the Education Act 1964 and an advertisement for that position shall state that a willingness and ability to take part in Religious instruction appropriate to the Special Character of the School shall be a condition of appointment. Any person so appointed to the position of Director of Religious Studies shall accept these requirements as a condition of appointment. The Director of Religious Studies shall give guidance and provide effective leadership in Religious instruction and observances throughout the School PROVIDED HOWEVER that in the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement then the position of Director of Religious Studies shall be

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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 one (1) other teaching position at the School which in accordance with Section 65 (1) (c) of the Private Schools Conditional Integration Act 1975, shall be a

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position of importance carrying a responsibility for Religious instruction and an advertisement for the 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 this position 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.

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

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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. II 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 way from Tuki Street, the power supply, the water supply, 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 shall be separately metered at the Proprietor's expense. 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.

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

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

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30. 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.

31. THE effective date of this Deed of Agreement shall be the 14th day of October, 1981.

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

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

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

Thomas S. Williams

*P. 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. Yelland
(Private Secretary)
12 Hobson Road,
Wellington.*

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, Church, Presbytery, School Buildings and other improvements owned by the Roman Catholic Archbishop of the Archdiocese of Wellington situate at the Te Pene Avenue, Titahi Bay, New Zealand and being known as St. Pius X School, Titahi Bay, and being more particularly described as follows:

FIRSTLY: All that freehold parcel of land containing 1.6824 hectares more or less situate in Block XI Paekakariki Survey District being part of Koangaumu Subdivisions 8 and 9 and being also Lot 235 on Deposited Plan 19075 and being all the land in Certificate of Title Volume 870 Folio 61 (Wellington Registry).

SUBJECT TO:

1. Reservations and conditions imposed by Section 59 of the Land Act, 1948.
2. A building line restriction imposed by K36794.
3. Transfer 146305.1 grant of power supply cable (in gross) over part herein in favour of the Hutt Valley Electric Power and Gas Board.

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

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SECOND SCHEDULE

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

THE SCHOOL PREMISES

All that part of the Proprietor's land as described in the First Schedule hereto, delineated in red on the annexed plan of the Proprietor's land, which Plan forms part of this Schedule TOGETHER WITH all the School buildings and other improvements thereon SAVE AND EXCEPT the School Hall and attached rooms described as areas 21, 22, 23 and 24 in the Third Schedule herewith TOGETHER WITH a reservation in favour of that excepted portion of full rights of access inter se and of ingress and egress to and from that excepted portion over the access thereto shaded blue on the annexed plan from and to Tuki Street, Titahi Bay.

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ST PIUS X SCHOOL; TITAH BAY

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 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
Machine cut cracked asphalt and concrete at foot of drive entrance, remove and replace on a firmly compacted metal base			x			
Provide and install a 10m long channel to the western edge of sealed area with falls to existing sump			x			
Clean out existing channel on western side of sealed area			x			
Remove all loose and cracked asphalt on western side of sealed area and reseal over a compacted metal base			x			
Repair as necessary existing asphalt						
Reposition all displaced crib wall blocks			x		x	
Spray for weeds at perimeters of buildings, edges of seal and concrete surfaces			x			
Investigate and repair stormwater drainage and sump at north west corner Block A; cut out asphalt where settlement has occurred around sump; provide compacted metal base and reseal with surface finishing flush with adjoining seal						
Replace cracked concrete blocks in incinerator						
Provide concrete edging to asphalt, seal on east side Block A, continue it through to the Block D entrance and to the existing kerb on south side of main asphalt area.					x	

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AGREED PHASING OF WORK TO BE COMPLETED BY:

SITE (continued)	14/10/81	31/3/82	31/3/83	31/3/84	31/3/85	31/3/86
Patch existing asphalt seal on east side of Block A to finish flush with top of new edging, continue with new asphalt seal through to Block D entrance - up to the new concrete edging.						
Define five parking spaces for teachers cars						
Provide and install two additional bubble drinking fountains						
Install additional 31m outdoor seating						
Provide sufficient cycle stands for bicycles brought to the school						
FENCING						
Provide new boundary fence on west side of Tuki Street entrance to match existing fence on east side of the entrance drive complete with concrete weed band.						
Replace broken timber rails on section of existing fence						
Provide chain barrier or gates at main entrance to Wellington Education Board specifications						
Construct retaining walls and erect fence to WEB specifications along northern boundary						
Clear all growth from east boundary and erect fence to WEB specifications. Replace rotten rails and missing palings and refix remaining on existing portion of fence						
GROUNDS						
Reform playing field and upgrade grassed area, install drainage system to WEB specifications						

ST PIUS X, TITAHU BAY

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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
EXTERIOR Annexe Block A (areas 1-6)						
North Wall						
Fill and seal cracks in brickwork			x			
Refix loose bricks at top courses at west end			x			
Replace rotten section of sill			x			
Replace all rusted hinges with brass pinned galvanised butts						
Rebead and bed all glazing and ensure galvanised fixings are used			x			
Where reglazing of sashes has been carried out remove all rough material, and reputty			x			
Punch and restop all rusting nails in timber facings, etc			x			
Repoint brick sills			x			
Replace down pipes as necessary			x			
West Wall						
Replace barge facings and fit metal barge covers						
Replace all asbestos and battens on gable end						
East Wall						
Replace 2 sheets asbestos on gable end						
Replace missing wire foundation vents with cast metal type screw fixed or bolted to foundation						
South Wall						
Rebead and bed all glazing and reputty previously repaired glazing						
Replace rusted hinges with brass pinned galvanised butts						
Rehang doors and fit lock and furniture						
Replace missing wire foundation vents with cast metal type screw fixed or bolted to foundation.						
Repaint completely all previously painted surfaces						

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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
<u>ANNEXE BLOCK A EXTERIOR Areas 1-6 (Continued)</u> <u>Roof</u> Replace complete roof with new corrugated galvanised iron to Wellington Education Board's specifications			x			
<u>BLOCK A EXTERIOR (areas 7-24)</u> <u>North Wall</u> Replace cracked glass and panel in sash area 9, repair door						
Repair entry door to area 10				x		
Replace missing foundation vents with cast metal type screw fixed or bolted to foundations				x		
Provide new timber stop and hold open bolt from area 12			x			
Refix seating bracket adjacent to area 13 and replace broken seat rail			x			
Rehang door from area 14			x			
Replace rotten corner post at N/W corner area 14 and make good			x			
Replace down pipes as necessary			x			
Replace downpipe fixings on N/W corner with galvanised clips			x			
<u>West Wall</u> Replace missing foundation vents with cast metal type screw fixed or bolted to foundations						
Reputty sashes where glass has been replaced			x			
Fit head flashing to window frame			x			
Replace rotten quad mould on soffit			x			
<u>West Wall Area 21</u> Replace split weatherboarding on gable end						
Replace missing foundation vents with cast metal type screw fixed or bolted to foundations			x			
Replace downpipe clips			x			

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14/10/81	31/3/82	31/3/83	31/3/84	31/3/85	31/3/86
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AGREED PHASING OF WORK TO BE COMPLETED BY:

BLOCK A EXTERIOR (continued) (areas 7-24) West Wall Area 17	14/10/81	31/3/82	31/3/83	31/3/84	31/3/85	31/3/86
Replace missing louvres in door Hot-dip-galvanise metal screens on windows Refix vent to brickwork			x x x			
<u>Exterior Area 19</u> Replace rotten bead on screen wall Replace damaged aluminium louvre fittings Fit exterior grade ply panel in entry door Make good hold in brickwork south side Replace broken pane of glass All surfaces previously painted to be repainted to WEB specifications Fill and seal cracks in brickwork as required following strengthening of building	x	x	x x x			
<u>West Wall Area 7</u> Refix seating brackets and replace missing seating Plaster steps and foundations to match existing Remove bolts set in concrete and plaster floor to foundation Refix bulkhead light fitting Rehang sliding door			x x			
<u>ROOFS AND SPOUTINGS - Block A (areas 7-24)</u> Replace trough sections, rusted sill and roof flashings over areas 16, 17, 18 and 19 Replace iron roof under flashings and at south ends to WEB specifications Replace the two end jointed panels of trough section roofing on south side of B classroom annexe (areas 1-6) of Block A and over area 7 Replace rusting sheets of iron in roof over area 7 to WEB specifications		x x	x x x x x x			

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AGREED PHASING OF WORK TO BE COMPLETED BY:

ROOFS AND SPOUTINGS - Block A (areas 7-24) (continued) Prime roof over area 14 with Resere 'Galvo' I or equivalent and apply two coats of oil base high gloss roof paint Repair tiles at bottom of valley south side and repoint Replace broken tile over area 13 Replace missing ridge tile over area 21 Replace section of spouting over area 15 Straighten and realign spouting on north side main wing	14/10/81	31/3/82	31/3/83	31/3/84	31/3/85	31/3/86
<p>INTERIOR ANNEXE BLOCK A</p> <p><u>Area 1</u> Sand and reseal floor with four coats of 'Bourne' G67 or equivalent Remove obstructions away from secondary egress door Ease and adjust sashes - including fasteners Replace damaged wall lining on south wall Sand down and resurface chalk board Redecorate</p> <p><u>Area 2</u> Sand and seal floor with four coats of 'Bourne G 67' or equivalent Clear all obstructions from secondary egress door Ease and adjust all sashes - including fasteners Repair and rehang curtains Sand down and resurface chalkboard</p> <p><u>Area 3</u> Sand and seal floor with four coats of 'Bourne G67' or equivalent Ease and adjust all sashes - including fasteners Sand and resurface chalkboards Remove strip of pinex from above windows on north wall Redecorate</p>	x		x x x x x x			
	x		x x x x x			x x x x x

INTERIOR BLOCK A (areas 7-24) (continued)

Areas 11A, 12A, 12B, 13A

Recreate

Agos 12

Refix and adjust window opening gear, clean down rusted sections and repaint, ease and adjust sashes as necessary

Sand and seal existing wooden floors

Sand and resurface chalk board

Replace missing light fitting

Redecorate dado, window joinery and architraves only

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Check and adjust window opening gear, clean down

rusted sections and repaint

Sand and seal existing wooden floors

Sand down and resurface chalkboard

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Ease and adjust entry door

Replace chalkboard

Replace all rotten wall and ceiling linings, finishing moulds and framing materials

Sand and seal existing wooden floors

Replace missing light fittings

Redecorate after exterior brick walls have been repaired and sealed .

Check underfloor ventilation to wooden floor joists

42-6715

Fill in matwell at west end with material finishing

flush with adjoining surfaces

Provide and fit spiral stays complete with cords to all top hung sashes, check all opening sashes, ease and adjust as necessary

Replace broken hopper chock

Sand and seal existing wooden floors

Replace mat at double door entry

Replace broken glass in sash and door at east end

[illegible]

	14/10/81	31/3/82	31/3/83	31/3/84	31/3/85	31/3/86
INTERIOR BLOCK A (areas 7-24 continued)						
Area 19						
Replace borer infested cubicle door, ease and adjust remaining doors, fit bolts and stops						
Refix toilet paper holders						
Plaster walls where new pan connections have been made						
Replace damaged expanded metal screens over cubicle louvres		x	x			
Chemically clean concrete floors and replaster to smooth plaster to falls if necessary			x			
STRUCTURAL						
Strengthen Block A containing areas 8-20 to MWD standards			x			
ELECTRICAL						
Mains Supply			x			
Renew mains cables			x			
Mains S/Board			x			
Renew main fuses			x			
Replace with MCB panel.			x			
Enclose in metal cabinet			x			
Submain Reticulation			x			
Test and replace as necessary			x			
Areas 1, 2, 3			x			
Install lighting to state school standards			x			
Test and renew wiring as necessary and replace electrical fittings			x			
Areas 11, 12, 13, 14			x			
Test and replace wiring as necessary			x			
Replace electrical fittings			x			
Areas 4-6, 13A, 16, 19, 21			x			
Megger test all wiring and replace fittings as necessary			x			

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ST PIUS X, TITAHU BAY

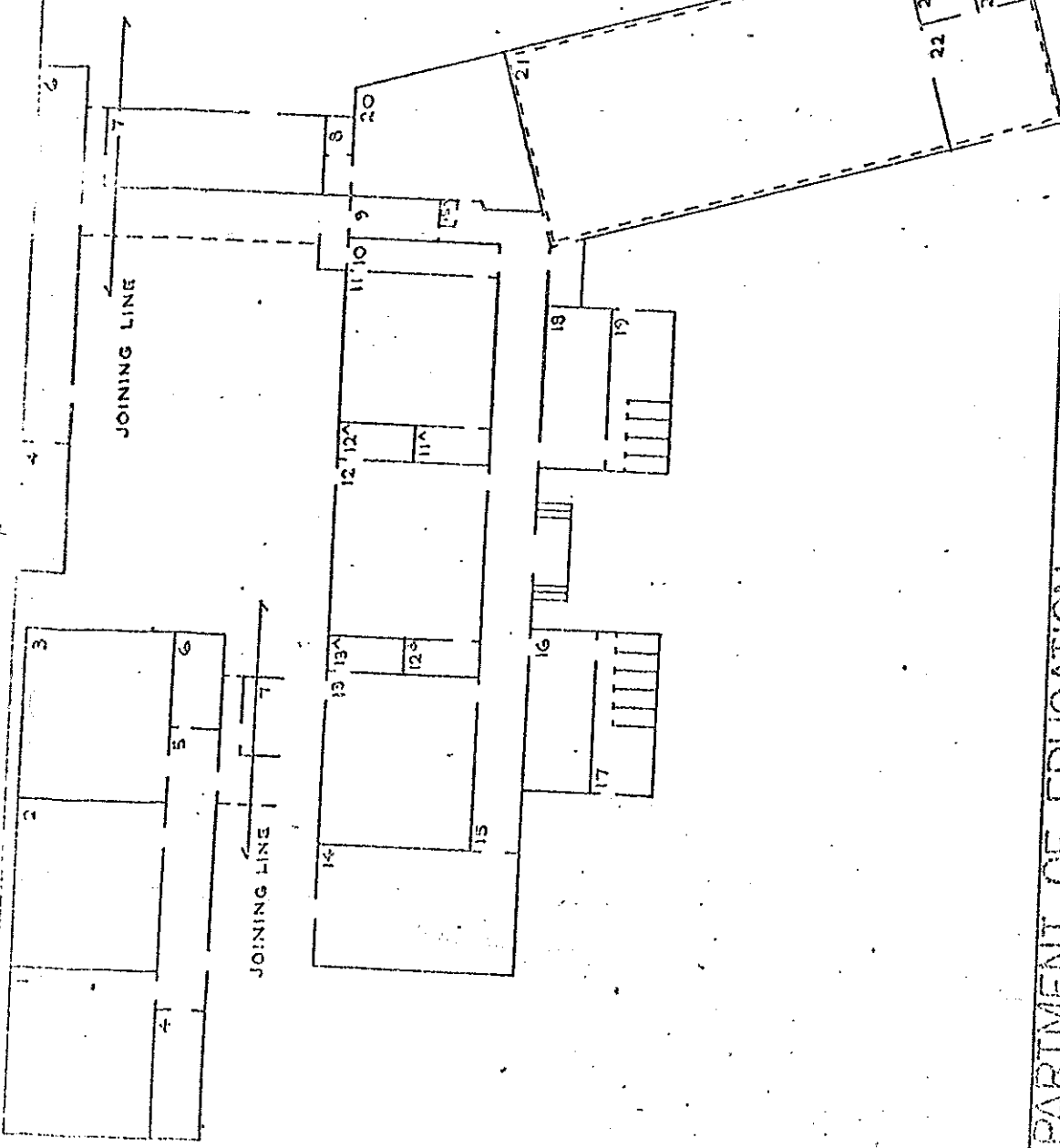
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AGREED PHASING OF WORK TO BE COMPLETED BY:

	AGREED PHASING OF WORK TO BE COMPLETED BY:					
	14/10/81	31/3/82	31/3/83	31/3/84	31/3/85	31/2/86
HEATING - all areas Design check location and size of heaters, install system as necessary to state school standards Permanently wire all existing heaters to state school standards	X					
LIGHTING - all areas Upgrade to state school standards			X			
FIRE PROTECTION EGRESS Provide all secondary egress doors with locks that may be opened from the inside without the use of keys The main doors, located between toilet blocks, which provide access to area 15, require lubrication and maintenance to allow for ease of movement	X					
FIRE EQUIPMENT Replace the perished hose on hose reel outside Area 11	X					
FIRE ALARM Provide and install 'Fail safe' type fire alarm to MWD requirements	X					
STRUCTURAL FIRE PROTECTION Reduce fire spread and compartmentation within the roof void of the main building during remodelling and or upgrading/strengthening						
BUILDING REQUIREMENTS Provide the following facilities by remodelling or new construction				X		

BUILDING REQUIREMENTS (CONTINUED).

	14/10/81	31/3/82	31/3/83	31/3/84	31/3/85	31/3/86
Classroom area of 2)						
Resources workroom 47 m ²)						
Library/multipurpose room 14 m ²)						
Staffroom 56 m ²)						
Staff kitchen 18.5 m ²)						
Principal's 4.5 m ²)						
School office 11 m ²)						
Casualty sickroom 8 m ²)						
2 staff toilet suites containing 9 m)						
WC, 1 WHB each plus STDU for female staff)						
1 WC pan for girls toilet)						
FURNITURE AND EQUIPMENT						
Upgrade furniture where necessary to WEB requirements						
SAFETY ITEM - Areas not integrating						
Area 21 - (Hall)						
Fire Protection						
Remove timber curtain rails to safe distance from heaters						
Repair and reinstate panic bolt hardware on the fire exit door						
Provide emergency lighting system as per clause 2.4.4 of School Fire Code						



ROOM	BLOCK A	AREA
1	CLASSROOM	33.99m ²
2	CLASSROOM	33.99m ²
3	CLASSROOM	33.99m ²
4	BOOK ROOM	13.16m ²
5	CORRIDOR	11.62m ²
6	PRINCIPAL	40.52m ²
7	STORAGE	16.28m ²
8	STAFF TOILET	53.99m ²
9	SICK ROOM	3.53m ²
10	CORRIDOR	63.60m ²
11	CLASSROOM	5.98m ²
11A	STORAGE	5.53m ²
12	CLASSROOM	5.53m ²
12A	STORAGE	59.06m ²
13	STORAGE	1.40m ²
13A	STORAGE	
14	CLASSROOM	
15	CORRIDOR	
16	CLOAKROOM	
17	GIRLS' TOILETS	
18	CLOAKROOM	
19	BOYS' TOILETS	
20	STAFF ROOM & KITCHEN	46.5m ²
21	HALL	109.53m ²
22	ENTRANCE LOBBY	
23	FEMALE TOILET	
24	MALE TOILET	
TOTAL AREA		1170.55m ²

* NON INTEGRATING AREAS

DEPARTMENT OF EDUCATION
 Buildings division: integration of private schools
 School: ST PIUS X SCHOOL, TITAHI BAY

Drawing No:	Scale:
EIP 122 02	1:300
Date:	SHEET 2 OF 2 SHEETS
10 APRIL 1980	Drawn:
REVISION	
REVISION	

under Sections 65(1) & 66 of
Charter of the School.

Religious instruction
Positions of influence
Number of other teachers
to be appointed under
S. 55 (1) (c) of Private
Schools Conditional
Integration Act 1975
Number of Staff to be so
appointed (see routine
B. 1 to this Schedule)

Column 5

1. 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 to enable 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.

2. Column (5) Section 65 (1) (a) (b) (c) (d)

2. 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 complement of up to eleven there should be at least one appointed as a permanent Scale A Teacher and in schools with a total staffing complement of between twelve and fifteen there should be two appointed as permanent Scale A Teachers and in schools with a total staffing complement of between sixteen and twenty there should be at least three appointed as permanent Scale A Teachers.

1. The School as at the effective date herof has a staffing enrollment of SEVEN (7) teachers