

THIS DEED OF AGREEMENT is made the 16 day of
MARCH, One thousand nine hundred and eighty-three (1983)

BETWEEN THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF
CHRISTCHURCH 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 **Roncalli College, TIMARU**,
(hereinafter referred to as "**the School**")
- B The School is a Roman Catholic Secondary Schools for boys and girls
from Form Three (III) to Form Seven (VII) offering Education with a
Special Character.
- C The School was established in 1982 and up to the effective date of
integration was in part staffed by members of the Roman Catholic
Religious Order of Men known as the Marist Fathers and of the
Roman Catholic Religious Order of Women known as the
Congregation of Our Lady of Mercy. The said Orders bring to the
School the special characteristics of their respective Orders as are
more particularly described in the **Fourth Schedule** hereto. The said
Orders will continue after the effective date of integration to offer
teaching staff to the School, so long as they have 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.

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

JB MA



- (i) At the request of the Proprietor, the Board of Governors 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 Board of Governors shall not unreasonably or arbitrarily withhold its consent. The Board of Governors may require the Proprietor or other person or persons to pay a reasonable fee to the Board of Governors as a condition of such use.
- (ii) With the consent of the Proprietor, the Board of Governors 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 Board of Governors may require any such person or persons to pay a reasonable fee to such Board of Governors 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 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 the 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 normally insured against, in some responsible insurance office in New Zealand, and further acknowledges the obligation on him it 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.

5. THE Special Character of the School is that it is a Roman Catholic School for boys and girls established by the Roman Catholic Bishop of the Diocese of Christchurch for the Roman Catholic community of the Diocese of Christchurch 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 Bishop of the Diocese of Christchurch

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 a Board of Governors as constituted pursuant to the provisions of Section 51 of the Education Act 1964 and Regulations made thereunder. Such Board of Governors shall consist of eleven (11) members, such eleven (11) members being :-
- (i) One (1) member appointed by the Education Board of the Canterbury Education District
 - (ii) One (1) member elected by the teachers of the School **PROVIDED HOWEVER** that no member so elected may be appointed a Chairman or Deputy Chairman of the Board.
 - (iii) Five (5) members elected by the parents of the pupils attending the School.
 - (iv) Four (4) members who shall be representatives of the Proprietor and appointed by him.
- (b) Any election conducted pursuant to Section 8(5) of the Private Schools Conditional Integration Act 1975 shall be conducted as nearly as possible in the manner prescribed by the Secondary School Boards Administration and Employment Regulations 1965 and any regulations made in amendment thereof or substitution therefor and the provisions of those Regulations shall, with any necessary modification, be applied accordingly.
- (c) 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 four hundred and fifty six (456) pupils as at the 1st day of July 1982, 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 four hundred and ninety five (495) 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.

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 Regional Superintendent of Education 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 twenty-five (25) pupils out of the total roll of the School and the Board of Governors shall not enrol more than that number PROVIDED THAT to maintain and preserve the Special Character of the School the Board of Governors 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 52 of the Private Schools Conditional Integration Act, 1975, it may be referred to the appropriate Secondary Enrolment Review Committee 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 Bishop of the Diocese of Christchurch 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 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 a position of responsibility and 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.

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. THE staffing entitlement of the School as at the 1st day of March one thousand nine hundred and eighty three (1983) was twenty two decimal six eight (22.68) positions (excluding the Principal and Director of Religious Studies) of which there shall be nine (9) 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. 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 the same proportion to the nearest whole number of the other teaching positions as nine (9) is to twenty two decimal six eight (22.68) as hereinbefore provided.

18. 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.

19. THE Proprietor may with the consent of the Board of Governors 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.

20. 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.

21. 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.

22. THE School is a Secondary School from Form Three (III) to Form Seven (VII) for girls and boys 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.

23. 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 Board of Governors shall contribute to such costs according to their respective use of the services and facilities.

24. IT is acknowledged by and between the parties hereto pursuant to **clause 23** hereof that certain of the services and facilities on or serving the Proprietor's land and buildings and other improvements thereon are used in common for the purpose of the School premises as is more particularly delineated on the plan forming part of the **Second Schedule** hereto. In particular, 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 23** 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. Where such services lie wholly or partly within the School

premises, the Board of Governors will do nothing to prevent the availability of those services to that part of the Proprietor's land and improvements which are not part of the School premises.

25. THE Proprietor will make a house property available for a school caretaker's residence as and when it may reasonably be required by the Board of Governors and at that stage the Board of Governors shall assume responsibility for the maintenance of such a house property and shall be entitled to receive the rent therefrom.

26. NEITHER the Minister nor the Controlling Authority shall be responsible for the maintenance of Blocks J, K, L, O, P, Q, R, W, Y and Z more particularly delineated on the site plan forming part of the **Second Schedule** hereto.

27. 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.

28. THE Proprietor shall reimburse the Minister for the payment of salary, wages and the proportion of School holiday pay due and paid by the Minister in respect of the 1983 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 4th December 1980 to Archbishop Williams.

J.B.P.A.

[Signature]

29. THE Minister shall subject to **clause 3(d)** and **(e)** and **clause 26** 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 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 Minister supplies from time to time to comparable State Schools.

30. THE effective date of this Deed of Agreement shall be the 16th day of March One thousand nine hundred and eighty three (1983)

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

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

SIGNED by BRIAN PATRICK ASHBY,)
THE ROMAN CATHOLIC BISHOP OF)
THE DIOCESE OF CHRISTCHURCH and)
sealed with his Seal of Office in the)
presence of:-)

+ B P Ashby

*Genl
General Manager
Christchurch Catholic Education Board.*

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

Mervyn Langlois

*Private
Secretary
168 Kelston
Road
Johnsdown*

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, buildings and other improvements owned by the Roman Catholic Bishop of the Diocese of Christchurch situate in Wellington Street, Timaru being known as Roncalli College, Timaru and being more particularly described as follows and delineated in green on the plan forming part of the Second Schedule hereto.

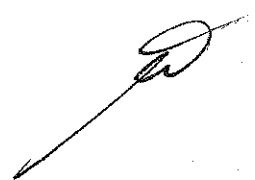

FIRSTLY, all that freehold parcel of land containing 4.7876 hectares or thereabouts situated in the District of Timaru being Lot 2. Deposited Plan 45190 and being all the land in Certificate of Title Volume 24 B Folio 801 (Canterbury Registry)

SUBJECT TO

- (i) Right to convey electricity and to erect a transformer substation in gross over part herein in favour of the Timaru City Council granted by Transfer 184267/1 (affects part formerly C.T.445/178)
- (ii) Bond 390949/1 under Part XX Local Government Act 1974
- (iii) Mortgage 411546/1 to The Housing Corporation of New Zealand

SECONDLY, All that freehold parcel of land containing 1753 square metres or thereabouts situated in the Borough of Timaru being Lot 3 on Deposited Plan 10699 part of Rural Section 1547 and being all the land in Certificate of Title Volume 489 Folio 293 (Canterbury Registry).

SUBJECT TO Transfer 184267/1 granting a right to convey electricity in gross over part herein in favour of the Timaru City Council.



THIRDLY, All that freehold parcel of land containing 994 square metres or thereabouts situated in the City of Timaru being Part Lot 21 on Deposited Plan 76 part of Rural Section 707 and being all the land in Certificate of Title Volume 4D Folio 1266 (Canterbury Registry).

FOURTHLY, All that freehold parcel of land containing 994 square metres or thereabouts situated in the Borough of Timaru being Lot 22 on Deposited Plan 76 part of Rural Section 707 and being all the land in Certificate of Title Volume 432 Folio 253 (Canterbury Registry).

FIFTHLY, All that freehold parcel of land containing 473 square metres or thereabouts situated in the Borough of Timaru being Part Lot 23 on Deposited Plan 76 part of Rural Section 707 and being all the land in Certificate of Title Volume 221 Folio 3 (Canterbury Registry).

SIXTHLY, All that freehold parcel of land containing 521 square metres or thereabouts situated in the Borough of Timaru being Part Lot 23 on Deposited Plan 76 part of Rural Section 707 and being all the land in Certificate of Title Volume 221 Folio 249 (Canterbury Registry).

There is a debt owing by the Proprietor to the Diocesan Development Fund of the Roman Catholic Diocese of Christchurch.

JHSM

P

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 forms part of this Schedule, TOGETHER WITH all the School buildings and other improvements thereon SAVE AND EXCEPT Block M more particularly delineated in blue on the annexed plan RESERVING NEVERTHELESS to that excepted portion full rights of access and of ingress and egress from and to Wellington Road, Timaru.

HBPA

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 department" appear in relation to particular works, the property supervisor of the Regional Office of the Department of Education 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 tradesmen or in a workmanlike manner to the Department of Education standards.

AGREED PHASING OF WORK TO BE COMPLETED BY

SITE	16/3/83	31/3/84	31/3/85	31/3/86	31/3/87	31/3/88
Upgrade boundary fencing to departmental requirements						
Restore gates and post by Block S		x				
Restore turf to playing fields		x				
Patch seal south of Block T		x	x			
Reconstruct whole area between Blocks Z and W to departmental standards					x	
Overlay basketball courts with 20mm plant mix				x		
Replace incinerator south field with clean burning unit		x				
BLOCK A						
Exterior						
Remove rust from fire escape landings						
Completely repaint (half cost to be met by department)		x		x		
Interior						
Area 1 - repaint (half cost to be met by department)						
Area 7 - Make good holes in floor beneath electrical distribution board		x				x
Redecorate (half cost to be met by department)						x

Handwritten signature

BLOCK A Interior (Continued)	16/3/83	31/3/84	31/3/85	31/3/86	31/3/87	31/3/88
Area 8 - repaint Area 9 - Repaper (half cost to be met by department) Area 17 - Repair lino			x	x		x
<u>Electrical</u> Areas 2,3,4,11,12,13 Fluorescent fittings to be spaced off ceiling to reduce fire risk Upgrade lighting to state school standards Install 3 additional wall plug sockets in each area Remove plug sockets from inside cupboards	x		x x x			x
<u>Fire Protection</u> All interior softboard linings to be painted with a fire retardant paint approved by MWD and applied in accordance with manufacturer's specifications		x				x
Area 1 Minimum clearance width of one metre is to be available and free of open locker doors at all times in exit route along corridor Provide and install exit door west end of corridor to open outwards over a platform with rails before steps and be capable of being opened from the inside without the use of keys Areas 11,12 and 13	x					
Modify egress windows to ensure balcony is not blocked or obstructed when windows opened Provide exit signs to egress windows with directional arrows pointing west and east respectively Construct an escape stairway (not ladder) leading from balcony near end of area 11 to replace existing ladder this end of building	x x x					

ALL ARE

	16/3/83	31/3/84	31/3/85	31/3/86	31/3/87	31/3/88
<u>BLOCK B</u> <u>Interior</u> Area 30 (Continued) Secure 60 gallon cylinder or alternatively enclose for protection	x					
<u>Electrical</u> Space off fluorescent fittings from ceiling in area 24	x					
<u>Fire Protection</u> Install emergency lighting and provide illuminated exit signs Install fire alarm call point and bell linked to class change/evacuation system adjacent to the hose reel by area 27 Fit hose reel with 25 metres of approved tubing	x	x				
Area 24 Provide alternative egress door and install exit signs Install marker plate with instructions alongside fire extinguisher	x					
Area 25 and 32 Install fire alarm call point and bell linked to class change/evacuation system	x	x				
Area 31 Provide alternative egress and exit sign	x					
<u>BLOCK C</u> <u>Exterior</u> Replace spouting and down pipes Secure downpipe at Area 40 Repair exterior joinery Completely repaint			x x x x			
<u>Interior</u> Area 33, 34, 35, 36, 37, 39, 41 Completely repaint (half cost to be met by the department)						x

Handwritten signature/initials.

	16/3/83	31/3/84	31/3/85	31/3/86	31/3/87	31/3/88
BLOCK C						
<u>Interior (Continued)</u>						
Area 33		x				
Repair lino by door		x				
Area 33, 34, 35, 36						
Resurface podium						
Area 35						
Restore exterior joinery		x				
Area 35 and 37						
Repair lino		x				
Area 39						
Replace carpet near door			x			
Area 40						
Remove borer infested cupboards		x				
<u>Electrical</u>						
Area 37						
Replace broken light fittings		x				
Area 39						
Fluorescent fittings to be spaced off ceiling	x					
Areas 33, 34, 35, 36						
Upgrade lighting to state school standards			x			
Install 3 additional wall plug sockets in each area			x			
<u>Fire Protection</u>						
Areas 33, 34, 35, 36						
Provide alternative egress by selecting one window from each room remote from door and provide with an exit sign. Clear access to be maintained at all times	x					
Area 37						
Install alarm call point and bell linked to class change/evacuation system outside areas 33 and 36	x					
Install an approved hose reel outside areas 33 and 36		x				

JBP

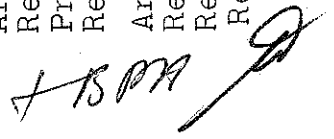
	16/3/83	31/3/84	31/3/85	31/3/86	31/3/87	31/3/88
BLOCK D						
<u>Fire Protection (Continued)</u>						
Area 42 Remove dead lock from outside door and fit approved furniture	x					
Area 44 Provide exit sign over door to area 42	x					
Area 45 Remove dead lock from doors to areas 44 and 46 and fit approved furniture	x					
Area 46 Remove deadlock from door to area 47 and fit approved furniture	x					
Area 47 Remove deadlock on north door, fit approved furniture and provide exit sign over it	x					
Area 48 Remove deadlock on north door, fit approved furniture and provide exit sign over it	x					
Area 48 Install fire alarm call point and bell linked to class change/evacuation system and provide an approved fire hose reel	x					
BLOCK S						
<u>Exterior</u>						
Repair seating			x			
Repaint sills and seats			x			
Restore base vents			x			
Repair toilet back vents			x			
<u>Interior</u>						
Areas 52,53,54,55,56,57,58,61,62 Completely repaint						x
Area 52,53,54 Replace broken glass						x

Handwritten signature/initials

	16/3/83	31/3/84	31/3/85	31/3/86	31/3/87	31/3/88
BLOCK S						
<u>Interior (Continued)</u>						
Area 52						
Replace chalkboard						
Replace fractured plaster						
Ease windows			x			
Area 53						
Ease window			x			
Replace chalkboard			x			
Make good plaster prior to painting			x			
Area 54						
Restore window furniture			x			
Repair lino at podium			x			
Area 55						
Restore plaster			x			
Area 56, 57, 58						
Restore window hardware			x			
Area 58						
Fit 5m2 hessian panel pinboard			x			
Areas 59 and 60						
Strip out and completely remodel to departmental standards						
Replace fume cupboard glass with safety glass					x	
Overhaul waste system			x			
Area 61						
Repair and secure toilet cisterns and plumbing pipes						
Restore toilet seats			x			
Replace louvres			x			
Upgrade floor with an impervious surface			x			
Install 3 additional WH basins			x			
Area 62						
Replace carpet						
<u>Structural</u>						
Upgrade roof framing to MWD standards						
<u>Mechanical</u>						
Upgrade gas reticulation and installations to safety standards for temporary use						

BLOCK S <u>Interior</u> (Continued)	16/3/83	31/3/84	31/3/85	31/3/86	31/3/87	31/3/88
Mechanical (Continued)						
Fit isolating valve near teacher's desk	x					
Electrical						
Label sub/main fuses on main switchboard			x			
Upgrade lighting to state school standards areas 52, 53, 54, 56, 57, 58 and 59			x			
Space off ceiling fluorescent fittings in area 62	x					
Area 59						
Provide sub switchboard and CBEL unit				x		
Fire Protection						
Divide roof into areas not exceeding 180m ² or 15m in length by installing partitions with a $\frac{1}{2}$ hour fire resistance rating						
Areas 52, 53, 54, 57, 58 and 59						
Relocate electric heaters away from curtains and place heat reflective board above them				x		
Areas 52, 53						
Deadlock on exit door to be replaced with approved furniture	x					
Area 54, 57, 58						
Provide alternative egress	x					
Area 59						
Withdraw dry powder and soda acid extinguishers and replace with a 3.5kg CO ₂ extinguisher complete with instructional wall marker plate						
Remove dead lock from alternative exit door and replace with half latch	x					
Area 64						
Install fire alarm call point and bell (linked to class change/evacuation system) adjacent area 62 and 65	x					
Install approved fire hose reels adjacent areas 62 and 65	x					

	16/3/83	31/3/84	31/3/85	31/3/86	31/3/87	31/3/88
BLOCK T						
<u>Exterior</u>						
Overhaul stormwater pipes, remove from fences						
Repair fixed seating						
Repair base vents						
Repair plaster on southwest and southeast corners						
Repair brickwork on southwest side						
Secure earth wire						
Secure electrical cable in PVC conduit west elevation	x					
<u>Interior</u>						
Repaint areas 66,67,69,70,71,72,75,76,77,78 and 80						
Area 66						
Repair podium nosing						
Secure power cable						
Restore hardware						
Area 67						
Secure power cables near chalkboard	x					
Area 68						
Repair lockers						
Replace hardware						
Repaint and revarnish						
Areas 69 and 70						
Repair door						
Restore stair nosing						
Area 71						
Repair lockers						
Replace hardware						
Area 72						
Repair lino on sink						
Provide heater deflector						
Repair entrance door						
Area 75						
Replace broken glass						
Repair shelving						
Replace coat hooks						



	16/3/83	31/3/84	31/3/85	31/3/86	31/3/87	31/3/88
BLOCK T						
<u>Interior</u>						
Area 75 (continued)						
Repair door closer		x				
Restore light fitting		x				
Area 76						
Replace dado panel		x				
Replace window hardware		x				
Replace pinboard						
Area 77						
Secure power cable at blackboard	x					
Ease doors		x				
Repair door stile		x				
Area 78						
Replace louvre glass		x				
Repair lino		x				
Area 80						
Restore window hardware		x				
Replace two window panes		x				
Structural						
Stabilise brick panel and statue over the main upstairs egress to MWD standards						
Electrical						
Area 69						
Tidy and fasten TPS circuits						
Areas 66,76 and 77						
Fluorescent fittings to be spaced off ceiling to reduce fire risk						
Areas 66,67,76,77,78 and 80						
Install additional wall plug sockets in each space to departmental standards	x					
Fire Protection						
Paint all ceiling and wall linings (other than block walls) in classrooms with a fire retardant paint approved by MWD and applied in accordance with the manufacturers specifications						

[Handwritten signature]

	16/3/83	31/3/84	31/3/85	31/3/86	31/3/87	31/3/88
<u>BLOCK T</u> <u>Interior</u>						
<u>Fire Protection (Continued)</u>						
Area 68 Install fire alarm call point and bell (linked to class change/evacuation system) on outside of wall adjacent to entrance	x					
Area 75 Service hose reel located behind outside stairs/ground level Relocate by moving into area 75 Install fire alarm call point and bell (class change/evacuation system)	x	x				
Area 79 Relocate hose reel at ground level adjacent to outside stair to head of internal stair Install fire alarm call point and bell (class change/evacuation system)	x	x				
<u>Fire Protection General</u> The additional fire alarm call points and bells required in Blocks S and T should be interconnected with Block A or other suitable part of the system and the whole operated as a standard schools mains/battery installation. The system should be capable of being extended to new blocks as the school is redeveloped	x					
<u>BLOCK V</u>						
Repair bicycle stands		x				
<u>BUILDING REQUIREMENTS</u>						
Provide by remodelling or new construction the following:						
Drama room						x
Drama store						x
General Science Laboratories						
Advanced laboratories						

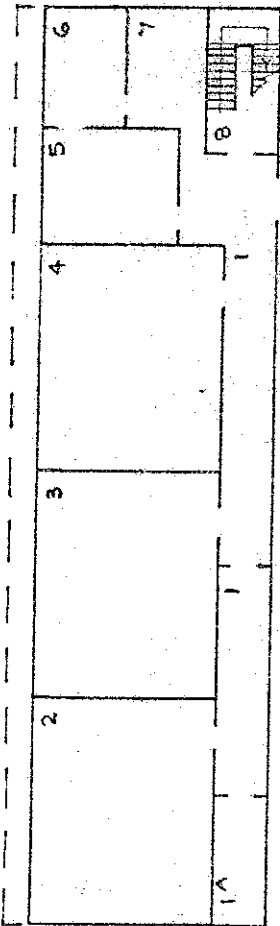
13077

BLOCK V					
Building Requirements (Continued)					
	16/3/83	31/3/84	31/3/85	31/3/86	31/3/87
Laboratory preparation room Bulk Chemistry store Chemistry prep room Physics prep room Art and Craft suite Art and Craft store Project store Typing room Typing store Homcraft suite Homcraft store Clothing room Clothing store/fitting Woodwork shop Timber store Project store Undefined specialist room Draughting room Plan printing room Music room Music resource Music practice 1 x 11m2 1 x 7.5m2	14m2 17m2 11.5m2 11.5m2 105m2 21m2 19m2 79m2 4.5m2 149m2 9.5m2 84m2 10m2 158m2 21m2 19m2 83m2 74m2 7.5m2 70m2 23m2		x x x x x	x x x x	
Lecture room Gymnasium PE Store Equipment Bay Weight training Outside PE store Changing rooms 2 x 40m2 2 instructor shower/change rooms of 6m2 Dangerous Goods Store (if required) 1 unit library HOD offices (6) Bookroom Caretaker's office Maintenance staff	74m2 334m2 12.5m2 28m2 9.5m2 19m2 80m2 (to 6m2 9m2 175m2 7.5m2 23m2 7m2 19m2)			x x	x x

Building Requirements (Continued)

Deficiencies to be made good by the proprietor are in the following areas:

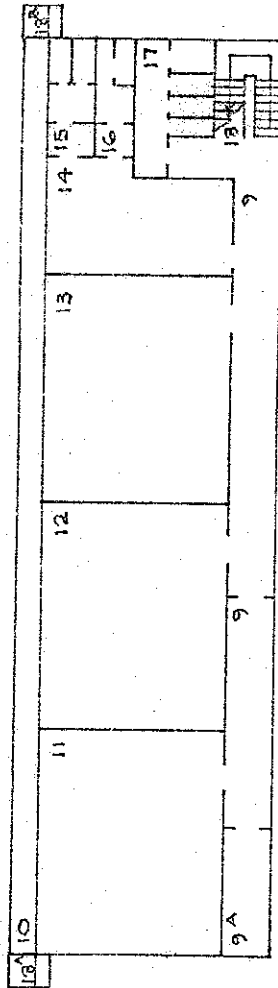
Sickroom



BLOCK A GROUND FLOOR
ROOM
AREA

1	CORRIDOR	10m ²
2	STORE	58.82m ²
3	CLASSROOM	59.5m ²
4	CLASSROOM	59.5m ²
5	CLASSROOM	20.64m ²
6	STAFFROOM	12.81m ²
7	PRINCIPAL	11.41m ²
8	SECRETARY	

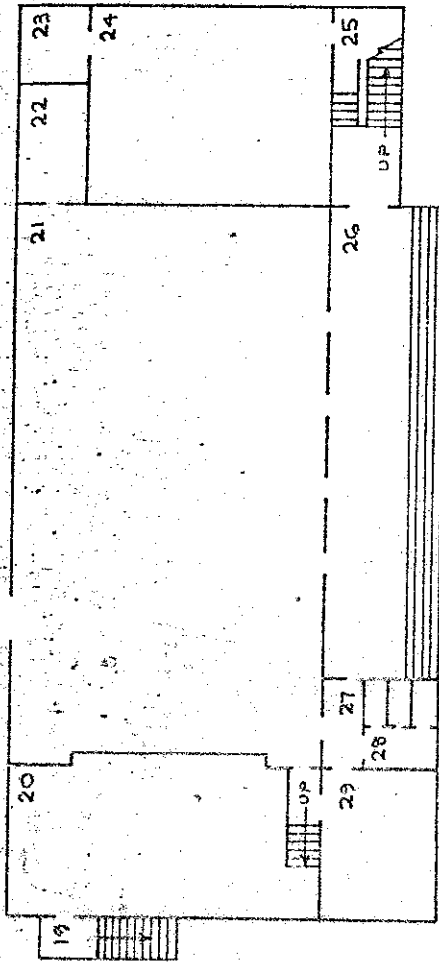
TOTAL AREA = 321.3m²



BLOCK A FIRST FLOOR
ROOM
AREA

9	CORRIDOR	10m ²
9A	STORE	60.98m ²
10	BALCONY	61.69m ²
11	CLASSROOM	61.69m ²
12	CLASSROOM	27.62m ²
13	CLASSROOM	
14	STAFFROOM	
15	FEMALE TOILETS	
16	MALE TOILET	
17	GIRLS' TOILETS	
18	STAIRS	
18A	FIRE ESCAPE LADDER	

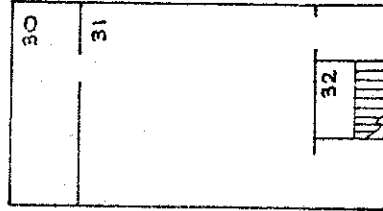
TOTAL AREA = 360.7m²



BLOCK B GROUND FLOOR
ROOM
AREA

19	STAIRS	69.02m ²
20	STAGE	247.08m ²
21	ASSEMBLY HALL	6.96m ²
22	STORE	68.71m ²
23	PANTRY	
24	HOME ECONOMICS	
25	STAIRS	
26	ENTRANCE	
27	FOYER	
28	TOILETS	
29	STORE ROOM	24.94m ²

TOTAL AREA = 584.64m²



BLOCK B FIRST FLOOR
ROOM
AREA

30	WORK ROOM	17.37m ²
31	LIBRARY	75.69m ²
32	STAIRS	

TOTAL AREA = 120.8m²

DEPARTMENT OF EDUCATION

buildings division: integration of private schools

School:

RONCALLI COLLEGE, TIMARU

Drawing No:

EIS 206 02

Date:

15 DECEMBER 1980

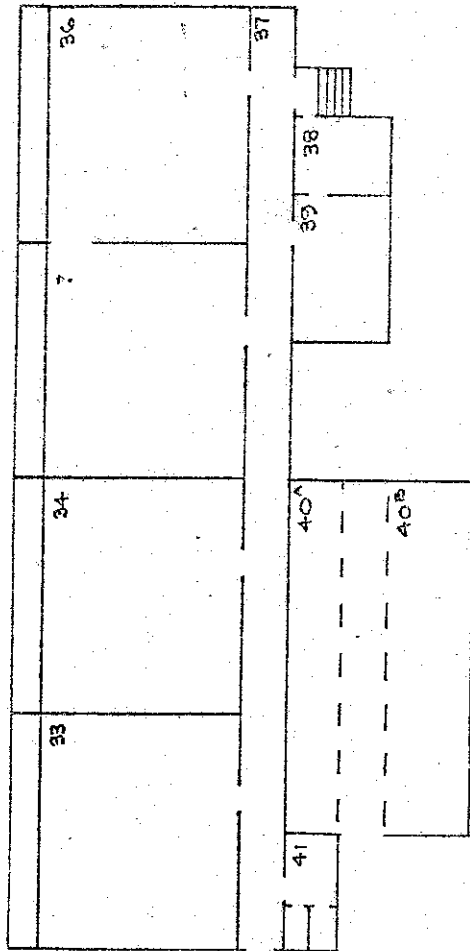
REVISION
22 OCTOBER 1981

Scale:

1:300

SHEET 2 OF
4 SHEETS

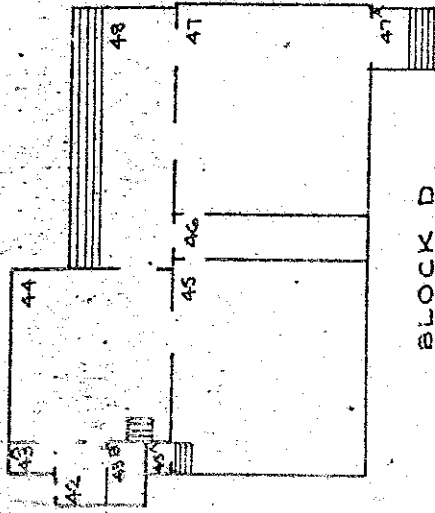
Drawn: *SGJ*



BLOCK C

ROOM	AREA
33 CLASSROOM	67.05 m ²
34 CLASSROOM	67.05 m ²
35 CLASSROOM	67.05 m ²
36 CLASSROOM	67.05 m ²
37 CORRIDOR	10.08 m ²
38 OFFICE	20.88 m ²
39 RESOURCE	
40A BICYCLES	
41 TOILETS	

TOTAL AREA = 497.84 m²



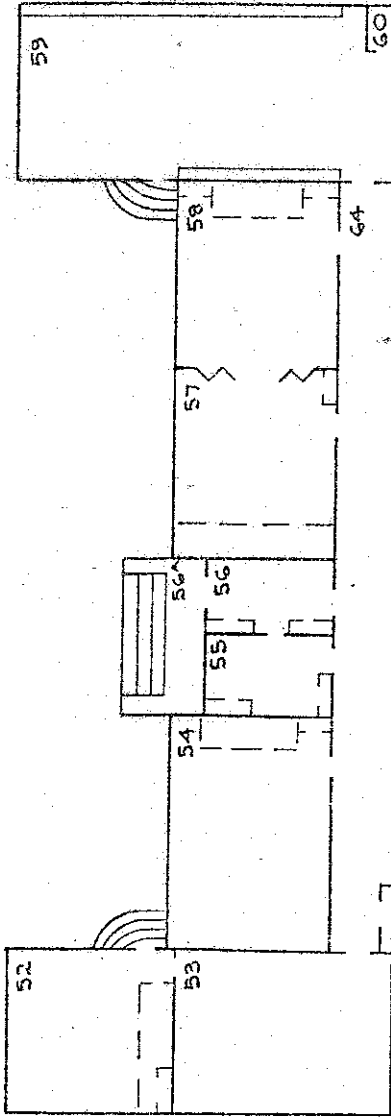
BLOCK D

ROOM	AREA
42 ENTRY PORCH	
43 TOILET	
44 CLASSROOM	39.6 m ²
45 CLASSROOM	59.86 m ²
46 STORE	
47 CORRIDOR/STORE	13 m ²
48 CLASSROOM	59.86 m ²
49 PORCH	
48 VERANDAH	

TOTAL AREA = 239.02 m²

DEPARTMENT OF EDUCATION
buildings division: integration of private schools
School: RONCALLI COLLEGE, TIMARU

Drawing No:	Scale:
EIS 206 03	1:300
Date:	SHEET 3 OF 4 SHEETS
16 DECEMBER 1980	Drawn: <i>ELL</i>
Revision	
27 OCTOBER 1981	

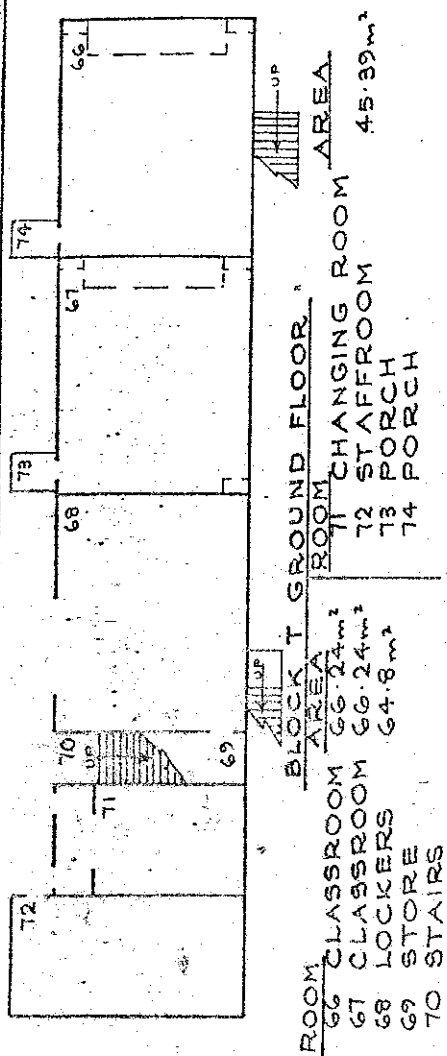


ROOM	AREA	ROOM	AREA
52 CLASSROOM	40.3 m ²	59 SCIENCE LABORATORY	100.3 m ²
53 LIBRARY	50.84 m ²	60 STORE	2.21 m ²
54 CLASSROOM	55.51 m ²	61 BOYS TOILETS	
55 RECTOR	14.25 m ²	62 DISCIPLINE MASTER	18.45 m ²
56 OFFICE	11.88 m ²	63 STAFF TOILET	
56A PORCH		64 CORRIDOR	
57 CLASSROOM	44.53 m ²	65 PORCH	
58 CLASSROOM	44.53 m ²		

TOTAL AREA = 546.95 m²

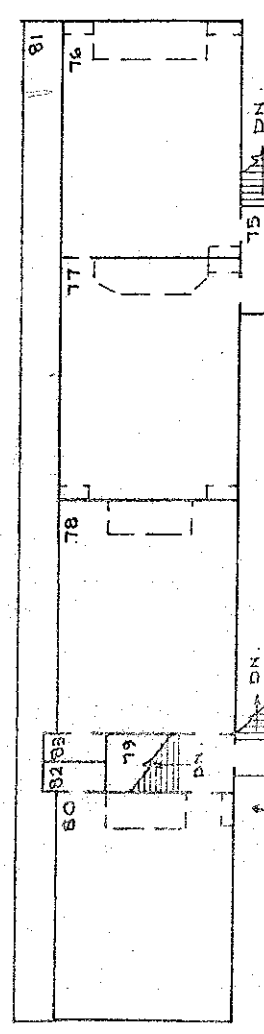
84A	84	84B
-----	----	-----

ROOM	AREA
84 CYCLE SHED	
84A TUCKSHOP	
84B STATIONERY STORE	



ROOM	AREA	ROOM	AREA
66 CLASSROOM	66.24 m ²	71 CHANGING ROOM	45.39 m ²
67 CLASSROOM	66.24 m ²	72 STAFF ROOM	
68 LOCKERS	64.8 m ²	73 PORCH	
69 STORE		74 PORCH	
70 STAIRS			

TOTAL AREA = 322.83 m²



ROOM	AREA	ROOM	AREA
75 PORCH	64.4 m ²	80 CLASSROOM	63.0 m ²
76 CLASSROOM	64.4 m ²	81 CLEANING APRON	1.89 m ²
77 CLASSROOM	64.4 m ²	82 STORE	1.89 m ²
78 CLASSROOM	63.0 m ²	83 STORE	
79 STAIRS			

TOTAL AREA = 358.31 m²

38

ROOM BLOCK N
88 GARAGE AREA

DEPARTMENT OF EDUCATION
buildings division: integration of private schools
School: RONCALLI COLLEGE, TIMARU

Drawing No:	Scale:
EIS 206 04	1:300
Date:	SHEET 4 OF 4 SHEETS
24 MARCH 1981	Drawn: <i>228</i>
Revision	
27 OCTOBER 1981	

FOURTH SCHEDULE

Resume of the historical and traditional connections between the Order and the School

Roncalli College was established in 1982 by the amalgamation of St. Patrick's High School and Mercy College. Its Proprietor is the Roman Catholic Bishop of Christchurch and it is staffed at the effective date of this agreement by the Sisters of Mercy, the Society of Mary and lay teachers.

It is a regional Catholic Secondary School and its students come in the main from Timaru, Waimate, Pleasant Point, Temuka, Geraldine and other districts in South Canterbury.

The Sisters of Mercy are members of the Roman Catholic religious congregation of women founded by Catherine McAuley in Ireland on 12 December 1831. Under the patronage of Mary, Mother of the Church, the sisters dedicate themselves to Christ and to the mission of the church. The Sisters devote their lives in community to prayer and to the care of those in need through Christian education and the service of the poor and sick. The educational ministries of the Sisters include the conducting and staffing of schools. They bring to these schools the special characteristics of their congregation. They hold property in common and remuneration received is accepted not personally but on behalf of the community.

As at the effective date the secondary schools for which the Sisters of Mercy of the Diocese of Christchurch provide staff, and with which Roncalli College has a special link are:

Villa Maria College, Christchurch
Marian College, Christchurch
John Paul II High School, Greymouth
Takuilau High School, Lapaha, Tonga

In addition the Congregation of the Sisters of Mercy of the Diocese of Christchurch offer staff for Roman Catholic primary schools of the Christchurch Diocese. The Congregation is associated also with schools staffed by Sisters of Mercy in other parts of New Zealand and overseas.

The Society of Mary is an international Roman Catholic religious order of men most of whom are priests but the Order also has unordained members known as Brothers as well as students in training. The Order was founded in France by Father John Claude Colin and approved by Pope Gregory XVI on 29 April, 1836. Its members devote their lives to prayer and to religious, charitable and educational ministries within the Roman Catholic Church including but not exclusively, the conducting and staffing of schools. Members of the Order live in or are attached to communities. They hold property in common and remuneration received is accepted, not personally, but on behalf of the community. By their rule the Marist

Fathers promise to follow Jesus Christ by adopting the attitudes of the Mother of God whom they accept as their model in all their ministries.

In 1838, at the request of Pope Gregory XVI the Marist Fathers established missions in the Islands of the Pacific Ocean including New Zealand. For this reason the New Zealand Province of the Marist Fathers retains a traditional association with the Pacific area and continues to encourage some of its members to take up posts in that region, including the staffing and conducting of schools. More recently, in accordance with the traditions of the Order the Society of Mary assumed the obligation of conducting St. Anthony's High School in Lahore, Pakistan.

Besides Roncalli College, Timaru, the New Zealand Province of the Order has conducted other schools in New Zealand, both those of which the Roman Catholic Bishop of the Diocese is the Proprietor and also those which have other Proprietors. As at the effective date those other schools for which the Order provides staff, and with which Roncalli College has a Special Link, are :

Pompallier College, Whangarei
St. Augustine's College, Wanganui
Hato Paora College, Feilding
St. Patrick's College, Silverstream
St John's College, Hastings
St. Bede's College, Christchurch
St. Patrick's College, Wellington
Chanel College, Moamoa, Western Samoa
St. Anthony's High School, Lahore, Pakistan

In addition the New Zealand Province of the Society of Mary is closely associated with other schools staffed by the Order in Tonga, Fiji, Australia, the United States, the United Kingdom and other parts of the world. These overseas schools frequently exchange teachers with the New Zealand schools named herein.

This resume shall not be construed as adding to or amending the Special Character of the School as defined in **Clause 5** of this agreement.