

THIS DEED OF AGREEMENT is made the 30th day of  
March One thousand nine hundred and eighty-three (1983)

BETWEEN THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF DUNEDIN 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. Bernadette's School, FORBURY, (hereinafter referred to as "the School")
- B The School is a Roman Catholic Primary School for boys and girls from new entrants to Standard Two (2) and girls from new entrants to Form Two (2) offering Education with a Special Character.
- C The School was established in <sup>1935 (M.K. J)</sup> ~~1878~~ and up to the effective date of integration was in part staffed by members of the Roman Catholic Religious Order of Women known as the Sisters of Mercy. The said Order will continue after the effective date of integration to offer teaching staff to the School, so long as it has members available for that purpose.
- D The Minister and the Proprietor have agreed to enter into this Deed of Agreement pursuant to the Private Schools Conditional Integration Act 1975, whereby the School is to be established as an integrated School.

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

**1. THAT** the Minister and the Proprietor **HEREBY AGREE** that the School is to become an integrated School pursuant to the Private Schools Conditional Integration Act 1975.

**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**

- (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 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 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 Bishop of the Diocese of Dunedin for the Roman Catholic community of the Diocese of Dunedin 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 :-

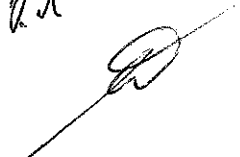
The School is a Roman Catholic School in which the whole School community through the general School programme and in its Religious instructions and observances, exercises the right to live and teach the values of Jesus Christ. These values are as expressed in the Scriptures and in the practices, worship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

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

- (a) Shall continue to have the responsibility to supervise the maintenance and preservation of the Education with a Special Character provided by the School;
- (b) Shall continue to have the right to determine from time to time what is necessary to preserve and safeguard the Special Character of the Education provided by the School and described in this Deed of Agreement;
- (c) May invoke the powers conferred upon him by the Private Schools Conditional Integration Act 1975, if in the opinion of the Proprietor the Special Character of the School as defined and described in this Deed of Agreement has been or is likely to be jeopardised or the Education with a Special Character provided by the School as defined and described in this Deed of Agreement is no longer preserved and safeguarded.

7. (a) **THE** Controlling Authority of the School shall be the Education Board of the Otago Education District as constituted pursuant to Section 15 of the Education Act 1964.
- (b) The School shall be managed by a School Committee constituted pursuant to the provisions of Section 26 of the Private Schools Conditional Integration Act 1975. The School Committee shall consist of :-
- (i) One (1) member to be appointed by the Proprietor of the School;
- (ii) Six (6) members to be elected by the parents of the 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 provisions of the School Committees Administration Regulations 1965 and subtracting one from that number.
- (c) Any election conducted pursuant to Section 26 of the Private Schools Conditional Integration Act 1975 shall be conducted as nearly as possible in the manner prescribed by the School Committees Administration Regulations 1965 and any regulations made in amendment thereof or in substitution therefor and the provisions of those regulations shall, with any necessary modifications, be applied accordingly.
- (d) The control and management of the School shall be exercised subject to the provisions of Section 25(6) of the Private Schools Conditional Integration Act 1975.

8. **THE** School had a roll of one hundred and seventy-one (171) pupils as at the 30th day of September 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 one hundred and eighty (180) 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 Controlling Authority otherwise agree and subject to places being available, the number of pupils whose parents do not have a preference of enrolment at the School in accordance with the provisions of Section 29(1) of the Private Schools Conditional Integration Act 1975 shall be limited at all times to nine (9) pupils out of the total roll of the School and the Controlling Authority shall not enrol more than that number **PROVIDED THAT** to maintain and preserve the Special Character of the School the Controlling Authority in classifying such pupils so enrolled shall endeavour to reasonably distribute them through the range of classes offered by the School.

- (c) Wherever any difficulty arises related to enrolment at 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 Bishop of the Diocese of Dunedin 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 part of the normal staffing entitlement of the School as established by Regulations made under the Education Act 1964 and an advertisement for that position shall state that a willingness and ability to take part in Religious instruction appropriate to the Special Character of the School shall be a condition of appointment. Any person so appointed to the position of Director of Religious Studies shall accept these requirements as a condition of appointment. The Director of Religious Studies shall give guidance and provide effective leadership in Religious instruction and observances throughout the School **PROVIDED HOWEVER** that in the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement then the position of Director of Religious Studies shall be determined in accordance with the then current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder and as is more particularly described in the **Fourth Schedule** hereto.

**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. 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 dis-established 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.

**18. IN** the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement, whereby the School becomes entitled to a position of Senior Teacher Junior Classes, it is agreed pursuant to Section 65(1)(d) of the Private Schools Conditional Integration Act 1975 that the Controlling Authority of the School in advertising the position of Senior Teacher Junior Classes shall state that a willingness and ability to take part in Religious instruction appropriate to the Special Character of the School shall be a condition of appointment. Any person so appointed to the position of Senior Teacher Junior Classes shall accept these requirements as a condition of appointment.

**19. THERE** shall be two (2) other teaching positions at the School which in accordance with Section 65(1)(c) of the Private Schools Conditional Integration Act 1975, shall be positions of importance carrying a responsibility for Religious instruction and an advertisement for those positions shall state that a willingness and ability to take part in Religious instruction appropriate to the Special Character of the School shall be a condition of appointment. Any person so appointed to these positions shall accept these requirements as a condition of appointment **PROVIDED HOWEVER** that in the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement then the number of teaching positions designated under Section 65(1)(c) of the Private Schools Conditional Integration Act 1975 as positions of importance carrying a responsibility for Religious instruction shall be determined in accordance with the then current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder and as is more particularly described in the **Fourth Schedule** hereto.

20. 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.

21. THE Proprietor may with the consent of the Controlling Authority in accordance with Section 69(1) of the Private Schools Conditional Integration Act 1975 arrange for any retired teacher to undertake voluntary tasks to assist in the School with the teaching of Religious observances and Religious instruction appropriate to the Special Character of the School.

22. 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.

23. 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.

**24. THE** School is a Primary School for boys from new entrants to Standard Two (2) and girls from new entrants to Form Two (2) 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.

**25. 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.

**26. IT** is acknowledged by and between the parties hereto pursuant to **clause 25** 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 access from Forbury Road, 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 25** 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 Controlling Authority 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.

**27. 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 on the School premises shall be the responsibility of the Proprietor.

**28. THE** Proprietor agrees to make available the teaching and administration areas situated on the first floor of the building shown as the Church on the plan forming part of the **Second Schedule** hereto and the toilets shown as Block B on the said plan for the use of the school until such time as the construction and/or remodelling is completed in accordance with the **Third Schedule** hereto.

**29. THE** Proprietor agrees to maintain the teaching and administration and toilet areas more particularly described in **clause 28** so as to meet Department of Education and Ministry of Works and Development requirements during the period of their use by the School. The Controlling Authority shall be responsible for the running or operating costs associated with the use of the said areas in particular the power supply, water, sewerage, drainage and cleaning costs.

**30. NEITHER** the Minister nor the Controlling Authority shall be responsible for any damage or injury caused by the movement or slipping of any part of the land forming part of the school premises other than that arising directly by virtue of the negligence of the Minister, the Controlling Authority or their servants or agents.

**31. 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.

32. 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.

33. THE Minister shall subject to **clause 3(d) and (e), clause 27, clause 29 and clause 30** 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.

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

35. 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 JOHN PATRICK )  
KAVANAGH, THE ROMAN CATHOLIC )  
BISHOP OF THE DIOCESE OF DUNEDIN )  
and sealed with his Seal of Office in the )  
presence of:- )

*for Patrick Kavanagh*

*Ph. Lee*  
*Minister of Religion*  
*Chancellor*  
*277 Rutland St.*  
*Dunedin.*

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

*Mervyn Langlois*

*M. J. Loller*  
*12 Hokianga Road*  
*Wellington*  
*(Private Secretary)*

## 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, school buildings, Hall, Church, Presbytery, and other improvements owned by the Roman Catholic Bishop of the Diocese of Dunedin situate in Forbury Road and also bounding Easter Crescent, Dunedin, being known as **St. Bernadette's School, Forbury**, 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 1972 square metres more or less situate in the City of Dunedin, being Lots 1 and 2 Deposited Plan 5214, and part Lot 2, Deposited Plan 2036, and being part sections 43, 44 and 116 R., Block VII, Town District, and being all that land in Certificate of Title, Volume 7B, Folio 935 (Otago Registry)

**SECONDLY**, All that freehold parcel of land containing 1618 square metres more or less situate in the City of Dunedin, being part Lot 7, Deposited Plan 941, and being part Section 43 and 116 R, Block VII, Town District, and being all that land in Certificate of Title Volume 3D, Folio 364 (Otago Registry)

**SUBJECT TO:** 85220 Fencing provision

**THIRDLY**, All that freehold parcel of land containing 2964 square metres more or less situate in the City of Dunedin, being Lots 4 and 5, Deposited Plan 4674, and being part Sections 43 and 116 R, Block VII, Town District, and being all that land in Certificate of Title Volume 3D Folio 366 (Otago Registry)



**FOURTHLY**, All that freehold parcel of land containing 774 square metres more or less situate in the City of Dunedin, being Lot 3, Deposited Plan 4674, and being part Sections 43 and 116 R, Block VII, Town District, and being all that land in Certificate of Title Volume 3D Folio 365 (Otago Registry)

**SUBJECT TO:** 116851 Fencing provision

**FIFTHLY**, All that freehold parcel of land containing 946 square metres more or less situate in the City of Dunedin, being Lot 6, Deposited Plan 1273 and being part Section 42, Block VII, Town District, and being all that land in Certificate of Title Volume 3D, Folio 362 (Otago Registry)

**SIXTHLY**, All that freehold parcel of land containing 946 square metres more or less situate in the City of Dunedin, being Lot 5, Deposited Plan 1273, and being part Section 42, Block VII, Town District, and being all that land in Certificate of Title Volume 3D, Folio 363 (Otago Registry).

There is a debt owing by the Proprietor to the Dunedin City Catholic Education Trust Board (Inc.)

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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 forms part of this Schedule, **TOGETHER WITH** all the School buildings and other improvements thereon **SAVE AND EXCEPT** the Church, Presbytery, Hall, and Areas 1 and 2 of Block A and the land immediately surrounding the same more particularly delineated in blue on the said plan **TOGETHER WITH** a reservation in favour of the non-integrating areas of full rights of access inter se and of ingress and egress to and from those areas over the access thereto shaded yellow on the annexed plan from and to Forbury Road, Dunedin.

# ST BERNADETTE'S SCHOOL, FORBURY, T VEDIN

## THIRD SCHEDULE

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

These works are to be planned, executed and paid for by the Proprietor subject to the provisions of this schedule in relation to the buildings and associated facilities to bring them up to the minimum standard for a comparable state school. All work is to be carried out by competent tradesmen or in a workmanlike manner to the Otago Education Board standards.

AGREED PHASING OF WORK TO BE COMPLETED BY

SITE	30.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
Demolish old residence and develop ground						
Upgrade all boundary fences to Education Board standard				x		
Provide additional outdoor seating to Education Board requirements				x		
Provide additional cycle stands to Education Board requirements				x		
				x		
BLOCK A EXTERIOR						
North Wall						
Replace rotten window cover boards						
" " sill						
" " stile						
Replace ply panel						
" quad to brickwork						
" missing brick						
" door hooks on entrance door						
Re-fix drinking fountain						
Alter drainage from drinking fountain to conform with Health Regulations						
West Wall						
Replace rotten quad						
South Wall						
Repair leaking spouting						
Replace rotten window headboard at back of the gym						
Repair vents						

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	30.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
BLOCK A (Continued)						
<u>Exterior</u>						
<u>East Wall</u>						
Repair broken brickwork		x				
<u>Painting Exterior</u>						
Paint exterior including any roofs				x		
<u>Covered Way</u>						
Paint cover over the main entrance in line with the face of the classroom building				x		
<u>Interior</u>						
Area 3						
Ease doors		x x				
Replace missing coat hooks						
Area 4						
Ease exit door		x x				
Fix heater to the wall						
Replace carpet						
Area 6						
Ease door		x x				
Replace door furniture						
Area 8						
Replace window cords		x				
broken door stile		x x				
door furniture		x				
Area 10						
Repair door furniture		x				
Area 11						
Replace door furniture		x x				
Ease egress door						
Area 12						
Replace broken coat hooks		x				
Ease doors		x x				
Replace light shade		x x				
Repair floor manhole		x				

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	30.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<b>BLOCK A</b>						
<u>Interior (Continued)</u>						
Replace all curtains in Block						
Repaint interior of Block						
<u>Structural</u>						
Reconstruct boiler room chimney in steel to MWD standards						
<u>Mechanical</u>						
Fit lock shield regulating valves to all radiators and upgrade controls						
Fit a spring loaded safety valve to boiler with a blow off pipe taken to within 75mm of the floor						
Provide a wire guard for the pumps belt drive						
Form opening on outside wall of area 13 with a louvred panel to provide a suitable fresh air inlet						
Fit a high limit control thermostat to the boiler for control of the oil burner should the normal thermostat fail						
<u>Electrical Submains</u>						
Renew the unmetred submain to Block A and trim the tree growth which menaces the aerial conductors (or select another point of entry to Block A clear of the trees). Replace the existing aerial conductors with a neutral screen cable.						
<u>Main Switchboard</u>						
Disconnect the circuit to the external netball court lighting						
Remove the prepayment meter						
Replace the rewirable fuses with either HRC type or MCB's						
<u>Boilerhouse distribution board</u>						
Fit new neutral and earth bus bars, clear corrosion from cables connected to the existing bus bar and reconnect to new bars						

Disconnect the circuit to the external netball court lighting  
Remove the prepayment meter  
Replace the rewirable fuses with either HRC type or MCB's  
Boilerhouse distribution board  
Fit new neutral and earth bus bars, clear corrosion from cables connected to the existing bus bar and reconnect to new bars

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BLOCK A (Continued)	30.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>Electrical General</u>						
Remove all temporary flex wiring and install permanent cables				x		
Upgrade lighting in all areas to state school standards				x		
Replace damaged battenholder in porch area 3		x				
Disconnect and remove exterior lighting for netball court				x		
<u>Fire Protection</u>						
<u>Egress</u>						
Remove locking bar from mortice locks on primary and secondary egress doors so that hardware operates as a latch set only in areas 3, 4, 7, 8, 11 and 12	x					
Replace clear glass panels in smoke stops doors at both ends of Area 12 with Georgian wired glass		x				
Area 4						
Reactivate secondary egress door and modify lock so that it operates as latch only	x					
Form landings outside secondary egress external doors from areas 4, 7, 8 and 11 so they do not open over steps	x					
<u>Extinguishing Equipment</u>						
Provide and install two full cabinet hose reels fitted with 25m of 13mm tubing in area 12 outside classrooms 4 and 11 respectively		x				
Provide and install in area 13 one 2.2 kg dry powder extinguisher		x				
<u>Fire Alarm</u>						
Install a manual fire alarm call point at egress door of area 12 and area 3 and interconnect into existing class change alarm system	x					
Install a 150mm alerting device bell in area 12 near classroom 8 interconnected to the external bell	x					

J. H. J.

	30.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
BLOCK A						
<u>Fire Protection (Continued)</u>						
<u>Fire Compartmentation</u>						
Install a half hour FRR partition and smoke stop door with self closing device and georgian wired glass in area 12				x		
Line out area 13 with FRR material to give one hour resistance rating. Consideration should be given to providing a door direct to outside the building but if the opening into area 12 is to be retained then a 1 hour fire door with self closer must be fitted and a landing provided if the new door is to open inward and over the existing steps				x		
<u>Fire Hazards</u>						
Provide a 230V heat sensing selector wired through a solenoid to cut-off the electrical supply to the motor driving the oil fuel pump to the boiler fire box in the event of fire	x	x				
Remove all portable heaters	x					
Remove all excessive paper and flammable material from area 9	x					
Restrict the amount of suspended paper across area 8 and on walls	x					
Paint all combustible linings with fire retardant paint when redecoration due				x		
<u>Structural</u>						
Strengthen covered way support to MWD standards				x		
<u>Furniture and Equipment</u>						
Upgrade furniture to state school standards to Education Board requirements				x		
<u>BUILDING REQUIREMENTS</u>						
Provide by new construction or remodelling the following:				x		
Classroom area of 122m <sup>2</sup>				x		

+PR

## BUILDING REQUIREMENTS (Continued)

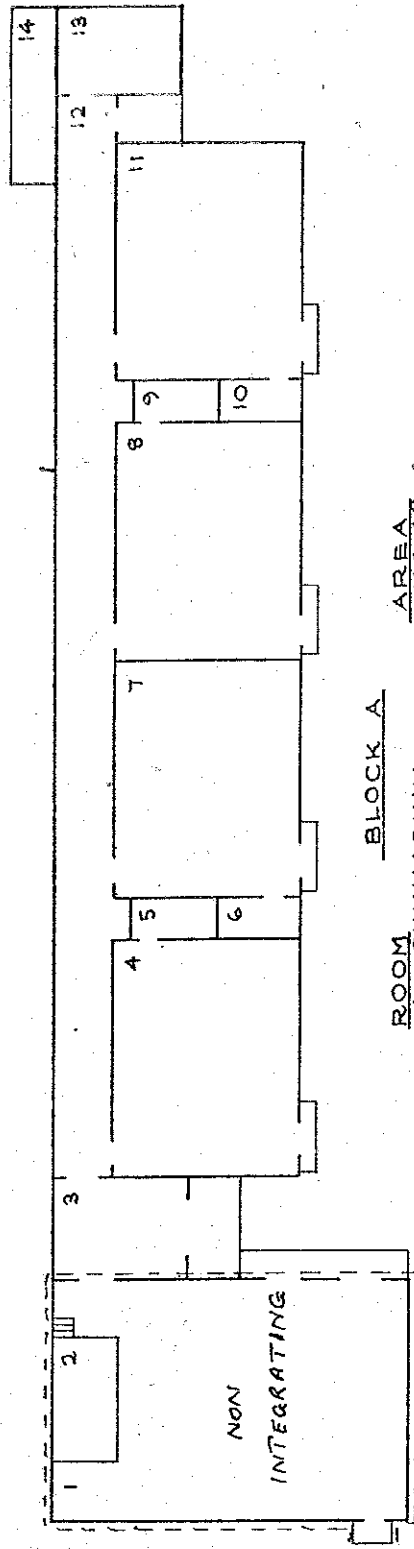
Resource workroom of 14m<sup>2</sup> }  
 Library/multi purpose room of 56m<sup>2</sup> }  
 Staffroom of 14m<sup>2</sup> }  
 Staff kitchen of 4.5m<sup>2</sup> }  
 Principal's office of 11m<sup>2</sup> }  
 School office of 8m<sup>2</sup> }

Storage of 8m<sup>2</sup>

1 WC, 1 WHB and 1 STDU for female staff toilets }  
 1 WC and 1 WHB for male staff toilets }  
 2 WC's, 2 WHB's and 1 STDU for girls toilets }  
 1 WHB for boys toilet }

30.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
			x		
			x		





BLOCK A

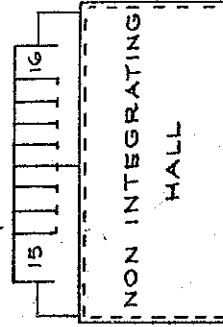
ROOM	AREA
1 GYMNASIUM	116.62 m <sup>2</sup>
2 STAGE	8.93 m <sup>2</sup>
3 ENTRANCE FOYER	
4 CLASSROOM	66.96 m <sup>2</sup>
5 STORE	4.88 m <sup>2</sup>
6 CLASSROOM	4.88 m <sup>2</sup>
7 CLASSROOM	66.96 m <sup>2</sup>
8 STORE	66.96 m <sup>2</sup>
9 CLASSROOM	4.88 m <sup>2</sup>
10 CLASSROOM	66.96 m <sup>2</sup>
11 CORRIDOR	13.95 m <sup>2</sup>
12 BOILER ROOM	12.6 m <sup>2</sup>
13 CYCLE SHELTER	
14	

TOTAL AREA = 613.34 m<sup>2</sup>

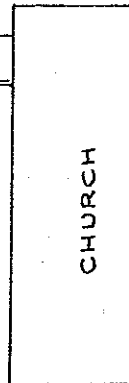
BLOCK B

ROOM  
15 BOYS TOILETS  
16 GIRLS TOILETS

TOTAL AREA = 28.54 m<sup>2</sup>



JK



CHURCH

DEPARTMENT OF EDUCATION

buildings division: integration of private schools

School: ST BERNADETTE'S SCHOOL, DUNEDIN

Drawing No:

EIP 259 02

Date:

8 JUNE 1981

Revision

Scale:

1:300

SHEET 2 OF  
2 SHEETS

Drawn: JES

78K

FOURTH SCHEDULE

Schedule of staff appointments to St. Bernadette's School, FORBURY

Under Sections 65(1) & 66 of the Private Schools Conditional Integration Act 1975 being special positions relating to the special character of the School

Under Sections 65(1) & 66 of the Private Schools Conditional Integration Act 1975 being special positions relating to the special character of the School					
Total Staff Entitlement of School	Principal to be Appointed under S.65 (1) (a) Private Schools Conditional Integration Act 1975	Director of Religious Studies to be Appointed under S.65 (1) (b) Private Schools Conditional Integration Act 1975 Scale A or B1 or Higher	Senior Teacher Junior Classes to be Appointed under S.65 (1) (d) Private Schools Conditional Integration Act 1975	Religious Instruction Positions of Importance Number of other teachers to be Appointed under S.65 (1) (c) of Private Schools Conditional Integration Act 1975	Deputy Principal to be Appointed under S.66 Private Schools Conditional Integration Act 1975 Number of Staff to be so Appointed
Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
1	1	-	-	-	-
2	1	-	-	1	1
3	1	-	-	1	1
4	1	-	-	2	2
5	1	1	-	1	1
6	1	1	-	2	2
7	1	1	1	1	1
8	1	1	1	2	2
9	1	1	1	2	2
10	1	1	1	3	3
11	1	1	1	4	4
12	1	1	1	4	4
13	1	1	1	5	5
14	1	1	1	6	6
15	1	1	1	7	7
16	1	1	1	7	7
17	1	1	1	8	8
18	1	1	1	8	8
19	1	1	1	9	9
20	1	1	1	9	9
21	1	1	1	9	9
22	1	1	1	10	10
23	1	1	1	10	10
24	1	1	1	11	11
25	1	1	1	11	11
26	1	1	1	12	12
27	1	1	1	12	12
28	1	1	1	13	13
29	1	1	1		
30	1	1	1		

NOTES:

- The above Schedule has been prepared for use when the staffing entitlement of the School alters at any time during the currency of this Deed of Agreement to enable the parties hereto by reference to the total staffing entitlement of the School in Column (1) hereof to determine the number of teaching positions at the School which in terms of Section 65 (1) (a), (b), (c) and (d) of the Private Schools Conditional Integration Act 1975 and Clauses 14, 15, 17 and 18 of this Deed carry a responsibility for Religious Instruction and require a willingness and ability to take part in Religious Instruction or in terms of Section 66 of the Private Schools Conditional Integration Act 1975 require a particular capability in the teacher as described in Clause 19 of the Deed of Agreement. The Schedule to be read across from left to right.
- Column (5). Section 65 (1) (c) must apply to the number of other positions indicated in the Column and may be made up of teachers appointed under the Initial Appointments Scheme and or other permanent appointments. It is recommended that where the School has a total staffing entitlement of up to eleven there should be at least one appointed as a permanent Scale A Teacher and in schools with a total staffing entitlement of between twelve and fifteen there should be two appointed as permanent Scale A Teachers and in schools with a total staffing entitlement of between fifteen and twenty-one there should be at least three appointed as permanent Scale A Teachers.
- The School as at the effective date hereof has a staffing entitlement of SIX (6) teachers.