

THIS DEED OF AGREEMENT is made the 28 day of January
One thousand nine hundred and eighty-two (1982)
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 St. Bernadette's School,

HORNBY

(hereinafter referred to as "the School")
- B The School is a Roman Catholic Primary School for
boys and girls from new entrants to Form Two
offering Education with a Special Character.
- C The School was established in 1962 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 Proprietor HEREBY AGREE that
the School is to become an integrated School pursuant to
the Private Schools Conditional Integration Act 1975.
- HKM*
- [Signature]*

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

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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 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.

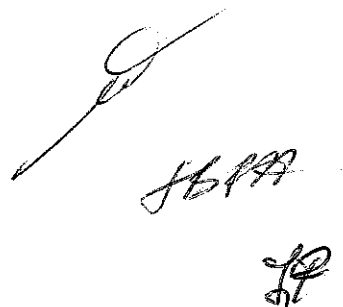

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5. THE Special Character of the School is that it is a Roman Catholic School for boys and girls established by the Roman Catholic Bishop of the Diocese of Christchurch, New Zealand, for the Roman Catholic Community of the Diocese of Christchurch, which 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;

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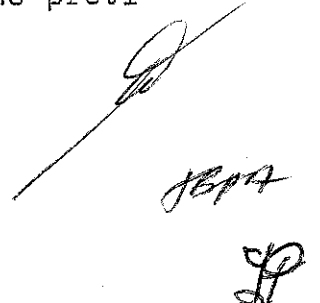
- (c) May invoke the powers conferred upon him by the Private Schools Conditional Act 1975, if in the opinion of the Proprietor the Special Character of the School as defined and described in this Deed of Agreement has been or is likely to be jeopardised or the Education with a Special Character as defined 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 Canterbury Education District as constituted pursuant to Section 15 of the Education Act 1964.

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

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

(ii) Six (6) members to be elected by the parents of children attending the School PROVIDED HOWEVER that in the event of the School roll altering at any time then the number of such members shall be fixed by ascertaining the number of members that a State School Committee would have, based on the current School roll in accordance with the provi-

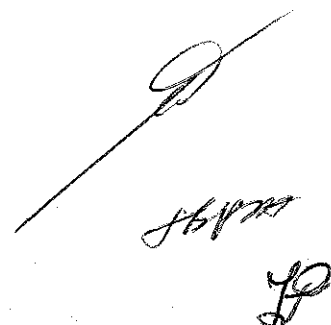
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sions of the School Committees Administration Regulations 1965 and subtracting one from that number.

- (c) Any election conducted pursuant to Section 26 of the Private Schools Conditional Integration Act 1975 shall be conducted as nearly as possible in the manner prescribed by the School Committees Administration Regulations 1965 and any regulations made in amendment thereof or in substitution therefor and the provisions of those regulations shall, with any necessary modifications, be applied accordingly.
- (d) The control and management of the School shall be exercised subject to the provisions of Section 25 (6) of the Private Schools Conditional Integration Act 1975.

8. THE School had a roll of one hundred and forty-one (141) pupils as at the 30th September 1980 being the year when the roll figures were last compiled. It is agreed by and between the parties hereto that the maximum roll of the School shall be one hundred and fifty (150) 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 eight (8) 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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Below it, the initials "HBM".
At the bottom right, the initials "LP".

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 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.

[Signature]
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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.

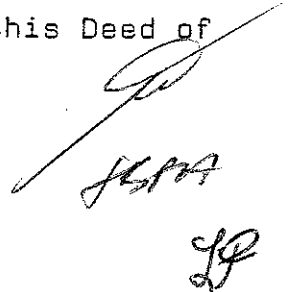
15. THERE shall be a position at the School to be designated Director of Religious Studies in accordance with Section 65 (1) (b) of the Private Schools Conditional Integration Act 1975, which position shall be part of the normal staffing entitlement of the School as established by Regulations made under 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.

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16. A person appointed as aforesaid to the position of Director of Religious Studies at the School shall undertake such teaching duties, if any, as may be required by the Principal of the School.

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

18. THERE shall be two (2) other teaching positions at the School which in accordance with Sections 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

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designated under Section 65 (1) (c) of the Private Schools Conditional Integration Act 1975 as positions of importance carrying a responsibility for Religious instruction shall be determined in accordance with the then current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder and as is more particularly described in the Fourth Schedule hereto.

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

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

21. IT is agreed by and between the parties hereto that as Religious observances and Religious instruction form part of the Education with a Special Character provided by the School

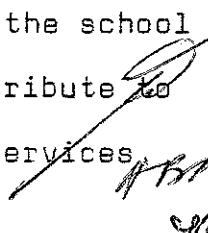
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the Proprietor may employ any person as a Chaplain or otherwise for the purposes of Religious observances or instruction and the provisions of Section 69 (2) and (3) of the Private Schools Conditional Integration Act 1975 shall apply.

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

23. THE School is a Primary School for boys and girls from new entrants to form two and shall remain so until such time as an agreement to a change in this organisation of the School is reached between the Proprietor and the Minister and the parties hereto enter into a supplementary Deed of Agreement to give effect thereto.

24. WHERE any of the costs associated with the conduct of the Proprietor's land and buildings that are not part of the School premises cannot be separated from the costs associated with the operation of the School premises, the Proprietor and the school committee and/or the Controlling Authority shall contribute to such costs according to their respective use of the services and facilities.



25. IT is acknowledged by and between the parties hereto pursuant to Clause 24 hereof that certain of the services and facilities on or serving the Proprietor's land and buildings thereon are used in common for the purpose of the School premises and as is more particularly delineated on the plan forming part of the Second Schedule hereto. In particular the power supply, the water supply and the sewerage and drainage systems are all used in common and the costs of maintaining such services and facilities shall be apportioned as provided in Clause 24 hereof. If practicable the power supply to the School premises shall be separately metered at the expense of the Proprietor. Where such services or facilities are wholly or partly situated outside the School premises the Proprietor will continue to make such services or facilities available to the School premises.

26. THE Proprietor shall not engage any teachers between the date of execution of this Deed of Agreement and the effective date of integration other than those whose names have already been notified by the Proprietor to the Director-General of Education without first obtaining the consent of the Director-General.

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.

JSMA JP




28. THE Proprietor will demolish Block B (as shown on the plan attached to the Second Schedule) by 31 March 1987. Neither the Minister nor the Controlling Authority will be responsible for the maintenance of Block B and the Proprietor will carry out maintenance to a reasonable standard on Block B until the block is demolished.

29. THE Minister shall subject to Clause 3 (d) and (e) and Clause 28 of this Deed of Agreement after the effective date hereof maintain the School premises and 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.

30. THE effective date of this Deed of Agreement shall be the 2nd day of February, 1982.

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 :-

J B Ashby
Bishop of Christchurch
J Power
Chancellor of
Diocese of
Christchurch

Lang
General Manager
Christchurch Catholic Education Bd.

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

M. J. Yelker
12 Hokianga Road
Hataitai
Wellington, 3
(Private Secretary)

Mervyn Langlois

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FIRST SCHEDULE

Description of total land buildings and other improvements comprising the Proprietor's lands of which 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 Christchurch situated at Hei Hei Road, Hornby known as St Bernadette's School, Hornby, Christchurch and St. Bernadette's Catholic Church and presbytery and being more particularly described as:


FIRSTLY all that freehold parcel of land containing 1.0144 hectares more or less situated in Block IX of the Christchurch Survey District being Lots 1, 2, 3, 5, 6, 7, 8, 9 on Deposited Plan 17497 part of section 4 Hei Hei Settlement and all that land in Certificate of Title Volume 2C Folio 253 (Canterbury Registry).

SUBJECT TO the same restrictions as were imposed in the case of leases by section 206 of the Land Act 1929.

SECONDLY all that freehold parcel of land containing 5981 square metres more or less situated in Block IX of the Christchurch Survey District being rural section 39259 and being all that land in Certificate of Title Volume 5A Folio 219 (Canterbury Registry).

SUBJECT TO the reservations and conditions imposed by section 59 of the Land Act 1948.

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

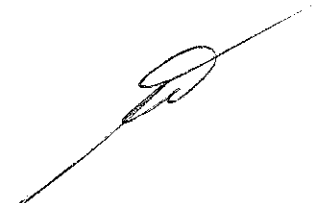

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SECOND SCHEDULE

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.

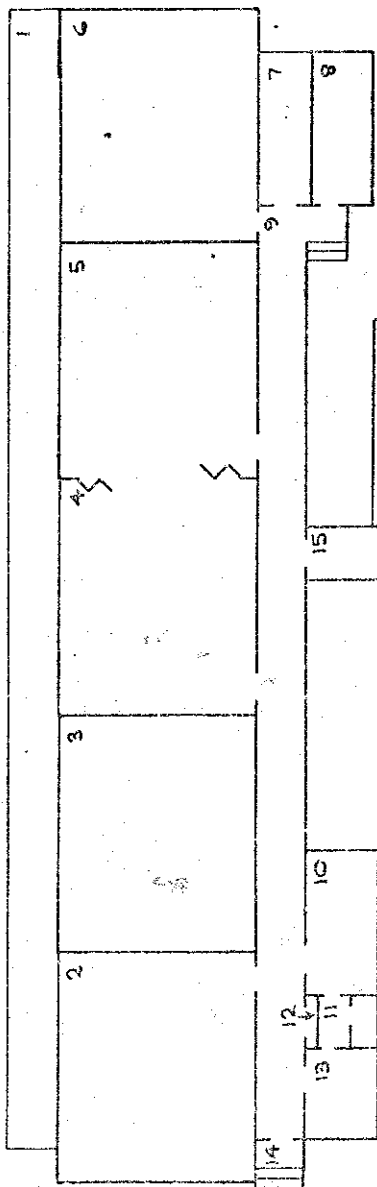

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BLOCK A (continued)	2.2.82	31.3.83	31.3.84	31.5.85	31.3.86	31.3.87
<u>Electrical</u> Renew the mains supplying Block A Label fuses and identify circuits of main switchboard Upgrade lighting to state school standards in all areas Install permanently connected wall mounted heater in area 13 Area 10 - connect up permanently, panel heater Area 7 - relocate infra red heater from above door Areas 2-5 - provide additional wall mounted socket outlets to Education Board requirements		x x x x x x x x				
<u>Mechanical</u> Upgrade heating to state school standards in areas 2-6 <u>Fire Protection</u> <u>Egress</u> Replace locks to secondary egress doors in areas 2-5 & 9 with a type that can be opened from the inside without the use of keys Area 5 - Remove curtains near wall heaters	x x					
<u>Linings</u> Upgrade wall and roof linings in roof void of areas 3 and 4 to give a half hour FRR Area 9 - provide marker plate to gas/water extinguishers and carry out servicing to equipment Provide a carbon dioxide fire extinguisher and fit marker plates		x x x				
<u>BLOCK B</u> Area 17 - Install heat reflectors on timber roof bracing above heaters <u>FIRE PROTECTION</u> Area 17 - Replace lock with a type that can be opened without the use of keys Link up the alarm system to the main school system in Block A	x x x					

1800 18

<u>FURNITURE AND EQUIPMENT</u> Upgrade the furniture to state school standards in the following areas: Pupils desks in area 4 Block A } Squab cover in area 4 Block A }	2.2.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
		x				





BLOCK A

ROOM	AREA
1 PORCH	
2 CLASSROOM	64.00m ²
3 CLASSROOM	64.00m ²
4 CLASSROOM	64.00m ²
5 CLASSROOM	64.00m ²
6 CLASSROOM	64.00m ²
7 RESOURCE	11.2m ²
8 STORE	12.32m ²
9 CORRIDOR, CLOAKS	
10 STAFF ROOM	14.56m ²
11 STAFF TOILET	
12 CUPBOARD	
13 OFFICE	8.84m ²
14 ENTRANCE	

TOTAL AREA = 571.2m²

BLOCK B

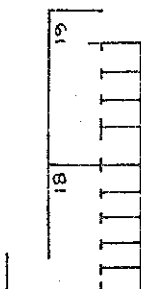
ROOM	AREA
15 ENCLOSED PASSAGE	8.28m ²
16 STORE	47.28m ²
17 LIBRARY, FILM ROOM	47.28m ²

TOTAL AREA = 102.84m²



BLOCK E

ROOM	AREA
21 SPORTS SHED	19.83m ²



BLOCK C

ROOM	AREA
18 GIRLS' TOILETS	
19 BOYS' TOILETS	

TOTAL AREA = 40.47m²

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

Drawing No:	Scale:
EIP 176 02	1:300
Date:	SHEET 2 OF 2 SHEETS
9 SEPTEMBER 1980	Drawn: <i>led</i>
17 FEBRUARY 1981	
17 MARCH 1981	
5 OCTOBER 1991	