

SUPPLEMENTARY DEED OF AGREEMENT

SAINT EDMUND'S PRIMARY SCHOOL, SOUTH DUNEDIN

THIS DEED OF AGREEMENT is made on the 16 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 and the Minister pursuant to Section 7 (2) of the Private Schools Conditional Integration Act 1975 signed an integration agreement on the 22nd day of December 1980 for Saint Edmund's Primary School, South Dunedin (hereinafter referred to as the "original Deed of Agreement").
- B The Proprietor and the Minister are now agreed on the need to amend Clause 8 of the original Deed of Agreement pursuant to Section 7 (9) of the Private Schools Conditional Integration Act 1975.

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 words "two hundred and thirty-six (236)" in the 5th line in Clause 8 of the original Deed of Agreement be deleted from that Agreement and the words "two hundred and seventy (270)" be substituted therefor.
 2. THAT the covenants conditions and restrictions contained and implied in the said Deed of Agreement shall be read and construed subject to the modifications herein contained but in all other respects the said Deed of Agreement is confirmed.
- 

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

SIGNED BY J P KAVANAGH

The Roman Catholic Bishop of the
Diocese of Dunedin
and Sealed with his Seal of Office
in the presence of:

)
John Peter Kavanagh
)

G. G. Manning
32 Bremner Rd
Fairfield
Director

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

)
Mervyn Langlois
)

John
Private
Secretary
168 Helston Road
Johnsonville

THIS DEED OF AGREEMENT is made the 22 day of December.
One thousand nine hundred and eighty (1980)
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 Saint Edmund's
Primary School, South Dunedin
(hereinafter referred to as "the School").
- B The School is a Roman Catholic Primary School
for Boys only from Standard 3 to Form 2 offering
education with a Special Character.
- C The School was established in 1949 and up to
the effective date of integration was conducted
and staffed by members of the Roman Catholic
Religious Order of Men known as
the Christian Brothers. 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

PK

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 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 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.

+ P1
[Signature]

5. THE Special Character of the School is that it is a Roman Catholic School for boys only established by the Roman Catholic Bishop of the Diocese of Dunedin, New Zealand, 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 is 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.

+ PK
S

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) Eight (8) members to be elected by the parents of children attending the School PROVIDED HOWEVER that in the event of the School roll altering at any time then the number of such members shall be fixed by ascertaining the number of members that a State School Committee would have, based on the current School roll in accordance with the 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 Two hundred and forty-three (243) pupils as at the 30th September 1980 being the year when the roll figures were last compiled. It is agreed by and between the parties hereto that the maximum roll of the School shall be Two hundred and thirty-six (236) pupils.


J MP

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 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 twelve (12) 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 of responsibility at the school to be designated Director of Religious Studies in accordance with Section 65 (1) (b) of the Private Schools Conditional Integration Act 1975, which position shall be

JPR

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. THERE shall be three (3) 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 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.

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 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.

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.

+ 411

9

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 Primary School for Boys only from Standard 3 to Form 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.

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 School Committee and or the Controlling Authority shall contribute to such costs according to their respective use of the services and facilities.

24. 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.

25. THE Minister shall subject to Clause 3 (d) and (e) of this Deed of Agreement after the effective date hereof maintain the School premises and the associated facilities in a state of



repair order and condition as for a comparable State School under the same Controlling Authority and provide for the maintenance of the chattels as though the School were a State School. The School shall be entitled to such furniture and equipment as the Controlling Authority supplies from time to time to comparable State Schools.

24. THE effective date of this Deed of Agreement shall be the third day of February 1981.

25. 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 a Corporation
Sole, and Sealed with his Seal of
Office in the presence of :

J.P. Kavanagh

Mervyn Langlois
Minister
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. Yellner
120 Hahira Road
Hataitai
Wellington 3

Occupation: *Public Servant*
(Private Secretary to the Minister)

FIRST SCHEDULE

THE PROPRIETOR'S LAND

All that land, School Buildings, Cycle Shelter, Christian Brothers Residence and Private Residence and other improvements owned by the Roman Catholic Bishop of Dunedin, situated at Macandrew Road, Dunedin, New Zealand, being known as St. Edmunds Primary School, Macandrew Road, Dunedin, and being more particularly described as follows and delineated in green on the annexed plan.

FIRST all that freehold parcel of land containing 966 square metres more or less being Lot 4, Deposited Plan 1988, Township of Forbury and being Part Section 33, Block VII Town District and being all that land in Certificate of Title, Volume 4B/67 (Otago Registry).

SECONDLY all that freehold parcel of land containing 2891 square metres more or less being Lot 1, Deposited Plan 3345, Township of Forbury and being Part Section 33, Block VII, Town District and being all that land in Certificate of Title, Volume 4B/66 (Otago Registry). Subject to Building Line restriction imposed by Order in Council 3426.

THIRDLY all that freehold parcel of land containing 506 square metres more or less and being Lot 2 Deposited Plan 3345 and being Part Section 33, Block VII Town District and being all that land in Certificate of Title, Volume 2C/555 (Otago Registry).

Subject to Building Line restriction imposed by Order in Council 3426 and Memorandum of Acceptance 269175.

JM

JS

FOURTHLY all that freehold parcel of land containing 401 square metres more or less and being Part Lots 1 and 3, Deposited Plan 3500 and being Part Sections 32 and 33 Block VII Town District and being all that land in Certificate of Title, Volume 3C/1104 (Otago Registry).

FIFTHLY all that freehold parcel of land containing 994 square metres more or less and being Lot 2, Deposited Plan 6336, and being Part Lots 2 and 3, Deposited Plan 3345, and being Part Sections 32 and 33, Block VII Town District and being all that land in Certificate of Title, Volume 1C/456 (Otago Registry).

Subject to Building Line Restriction imposed by Order in Council 5648.

Subject as to Lot 2, D.P. 6336 to fencing covenant contained in Transfer 159007.

270368 and 270375 Fencing Provisions.

SIXTHLY all that freehold parcel of land containing 435 square metres more or less being Lot 1, Deposited Plan 6336 and being Part Section 33, Block VII, Town District and being all that land in Certificate of Title, Volume 4B/1136 (Otago Registry). Subject to Building Line Restriction imposed by Order in Council 5648.

+ MPR



SEVENTHLY all that freehold parcel of land containing 1012 square metres more or less being Lot 12, Block X, Deposited Plan 8, Township of Forbury and being Part Section 33, Block VII Town District and being all that land in Certificate of Title, Volume 4B/64 (Otago Registry).

EIGHTHLY all that freehold parcel of land containing 1025 square metres more or less and being Lots 1 and 2, Deposited Plan 5224, and being Part Section 33, Block VII Town District and being all that land in Certificate of Title 4B/65 (Otago Registry).

Subject to Building Line Restriction imposed by Order in Council 4762.

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

+ MK

2

SECOND SCHEDULE

THE SCHOOL PREMISES

All that part of the Proprietor's land as described in the First Schedule hereto which is delineated in red on the annexed site plan of the Proprietor's land which forms part of this Schedule, TOGETHER WITH all the School Buildings and other improvements thereon.

7.10.14

[Signature]

ST EDMUND'S PRIMARY SCHOOL, SOUTH DUNEDIN

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.

AGREED PHASING OF WORK TO BE COMPLETED BY

SITE	3.2.81	31.3.82	31.3.83	31.3.84	31.3.85	31.3.86
<u>Fencing</u> Replace substandard fence on the west boundary between the brick wall and Block D Refix top rail and replace 5 palings on south boundary fence Renail 5 sheets of corrugated iron on the north and east side of the hall Secure lift-out section of the fence on the south side of the carpark		x x x x				
<u>Grounds</u> Overlay sunken concrete slabs at east entrance to Block A with asphalt Make good with asphalt the small holes in the asphalt along the east drainage channel Remove area of rough concrete on path leading to the entrance of Block B and make good with asphalt Topdress and resow bare patches of grass area adjacent to the hall Apply weed killer to grass around the concrete cricket pitches in the main asphalt area		x x x x				
<u>Incinerator</u> Replace incinerator with proprietary model complete with flue		x				

LMR

ST EDMUND'S PRIMARY SCHOOL, SOUTH DUNEDIN

AGREED PHASING OF WORK TO BE COMPLETED BY

BLOCK A	3.2.81	31.3.82	31.3.83	31.3.84	31.3.85	31.3.86
<u>Exterior</u>						
Repair rails on outside seats		x				
Replace furniture on lock of the east entrance door		x				
Ease east entrance door		x				
Repaint all exterior trim including doors, windows, fascias etc						
Check and repair plaster finish						
<u>Interior</u>						
Area 3						
Ease door in foyer		x				
Replace window cords		x				
Area 5						
Repair holes in lining of folding doors		x				
Replace hopper window catch		x				
Ease 2 fanlight windows		x				
Area 6						
Secure window hardware		x				
Area 8						
Ease casement and fanlight windows		x				
Area 10						
Punch nails in floor adjacent to area 4		x				
Area 11						
Replace rotten timber on fixed glass window		x				
Replace small section of floor covering at top of stairs		x				
Repair holes in dado of west wall		x				

x

x

PK

P

ST EDMUND'S PRIMARY SCHOOL, SOUTH DUNEDIN

AGREED PHASING OF WORK TO BE COMPLETED BY

BLOCK A (continued)		3.2.81	31.3.82	31.3.83	31.3.84	31.3.85	31.3.86
<u>Interior</u>							
Area 13							
Replace one window cord			x				
Ease one sash			x				
Replace sash cord			x				
Replace hopper catch			x				
Replace cracked window pane			x				
Area 14							
Ease window			x				
Replace broken window glass			x				
Area 17							
Replace blind cords			x				
Replace fanlight cord			x				
Area 18							
Repair flooring			x				
Repair manhole cover			x				
Close off existing door to toilet and reposition entry from the corridor to comply with Drainage and Plumbing Regulations			x				
Reposition door to the WC pan and cistern							
Area 19							
Ease window on south wall			x				
Replace rotten sash			x				
Replace rotten window stop			x				
<u>Structural</u>							
Secure clay roof tiles to satisfy Ministry of Works and Development standards			x				
<u>Mechanical</u>							
Upgrade the level of heating in areas 4, 5, 6, 8, 12, 13, 14 and 16 to state school standards							
Insulate all accessible heating pipes in unheated areas, especially under floors and in the boiler room			x				

ST EDMUND'S PRIMARY SCHOOL, SOUTH DUNEDIN

AGREED PHASING OF WORK TO BE COMPLETED BY

BLOCK A (continued)	3.2.81	31.3.82	31.3.83	31.3.84	31.3.85	31.3.86
<u>Mechanical</u>						
Boiler room						
Fit a relief valve to the boiler		x				
Insulate boiler flue to prevent burns to people using cleaners store		x				
Anchor the boiler and oil burner against earthquake effects	x					
Fit a guard to comply with provisions of Machinery Act over water circulation pump belt drive and tidy up the fuel pipe work between fuel tank and the boiler burner	x					
Fit a high limit thermostat with manual reset to boiler		x				
Replace the obsolete clamp-on flow thermostat with a modern boiler operating thermostat		x				
Install a timeswitch to control boiler operation		x				
Upgrade the fuel oil storage installation as necessary to meet Dangerous Goods Regulations, including repairs to the existing fire valve	x					
Make the fuel storage arrangement vandal proof and modify as necessary to prevent fuel theft						
Secure the fuel tank against the effects of earthquake	x					
<u>Electrical</u>						
Area 8 (Main switchboard)						
Upgrade the main switchboard. Replace rewirable fuses and micro-gap switches with HRC fuses so that all circuits are protected by HRC fuses						

JPL

B

ST EDMUND'S PRIMARY SCHOOL, SOUTH DUNEDIN

AGREED PHASING OF WORK TO BE COMPLETED BY

BLOCK A (continued)	3.2.81	31.3.82	31.3.83	31.3.84	31.3.85	31.3.86
<u>Electrical</u>						
Areas 7 and 8						
Refix TPS cables on the walls of each room						
Areas 14 and 15						
Replace damaged socket outlets	x					
Area 16						
Replace damaged switch plug plates	x					
Replace all uninsulated switch plate screws						
with insulated screws throughout the block	x					
Lighting						
Upgrade the lighting to state school standards						
in areas 4-6, 10, 12-14 and 19						
<u>Fire Protection</u>						
Egress						
Remove the dead bolt from each of the 6						
classroom doors so that the hardware						
operates as a latch set only	x					
Areas 5 and 6						
Provide alternative means of egress from each						
classroom by installing a non-lockable hinged						
door in the sliding/folding partition which						
has been permanently secured	x					
Seal off the existing pair of doors from area						
6 and provide a door opening into area 10,						
with the area to be protected by smoke	x					
stopping as below						
Area 10						
Provide smoke stop partitions and doors at both						
ends of passage 10 with self-closing single-						
or double-hung doors opening in the line of						
exit travel	x					

f.p.k.

f.p.k.

ST EDMUND'S PRIMARY SCHOOL, SOUTH DUNEDIN

AGREED PHASING OF WORK TO BE COMPLETED BY

BLOCK A (continued)	3.2.81	31.3.82	31.3.83	31.3.84	31.3.85	31.3.86
<u>Fire Protection</u> Area 15 Provide smoke stopping of the stairwell by means of glazed partitions and self-closing smoke stop door, opening in the direction of exit travel in such a way that the door does not overlap a step nor obstruct egress from area 16						
Area 19 Provide smoke stop doors with automatic closers at the end of corridor 19 past the door into area 12	x					
<u>Linings</u> Install sprinkler system to MWD requirements or upgrade stair enclosure walls, areas 3, 7, 11 and 15 and ceiling of entire ground floor of block with material to provide a half hour fire resistance rating such as 9mm gypsum plaster board. Seal off the small area at the rear of the boiler room (area 9) with reflective foil insulation and cover the exposed timber on the door edges and surround	x		x			
<u>Fire Alarms</u> Upgrade existing class-change bell system and convert to low voltage fail-safe alarm operation and remove the siren alarm Provide break-glass, switch on, manual call points at the top of each stair on the first floor and in areas 2 and 7 on the ground floor	x					

ST EDMUND'S PRIMARY SCHOOL, SOUTH DUNEDIN

AGREED PHASING OF WORK TO BE COMPLETED BY

BLOCK A (continued)		3.2.81	31.3.81	31.3.82	31.3.83	31.3.84	31.3.85	31.3.86
<u>Extinguishing Equipment</u>								
Install 2 hose reels fitted with 25m of 12mm tubing in area 3 outside area 17 and near the foot of the stairs				x				
Provide a 2.3kg dry powder fire extinguisher in the entrance of the oil-fired boiler room				x				
<u>Fire Hazards: Boiler Room</u>								
Fit an automatic door closer to the door opening into the entrance foyer		x						
Install a 230-volt heat detector to the ceiling connected to a solenoid driving the feed pump to the burner		x						
Remove all combustible material accumulated in the room		x						
BLOCK B								
<u>Exterior</u>								
Replace rotten beading on south entrance arch				x				
Repair drinking fountains and replace 2 spring loaded taps				x				
Secure lock on north entrance doors				x				
Check and repair plaster exterior							x	
<u>Interior</u>								
Area 1								
Ease north windows				x				
Area 2								
Replace 5 insert seat WC pans with pans having seat and lid				x				
Repair broken urinal wall				x				

f.p.k.

S

ST EDMUND'S PRIMARY SCHOOL, SOUTH DUNEDIN

AGREED PHASING OF WORK TO BE COMPLETED BY

BLOCK B (continued)	3.2.81	31.3.82	31.3.83	31.3.84	31.3.85	31.3.86
<u>Structural</u>						
Secure clay roof tiles		x				
Check adequacy of joists and supporting framework in the roof space forming book and paper store to determine its load-bearing potential and ensure this is not exceeded		x				
<u>Electrical</u>						
Replace the light switch in the loft storage area above area 1		x				
<u>Fire Protection</u>						
Install sprinkler system to MWD requirements or line the area of roof void used as a book and paper store with 9mm gypsum plasterboard to provide half hour fire resistance rating and fit a self closing device to door		x				
BLOCK E						
<u>Exterior</u>						
Repair entrance door		x				
Refix and protect downpipe at southwest corner		x				
Repaint exterior, including roof						
<u>Interior</u>						
Area 27						
Secure coat hook backing board		x				
<u>Mechanical</u>						
Replace the existing buried uninsulated heating pipes between Blocks A and E, and E and F with buried insulated pipes		x				

ST EDMUND'S PRIMARY SCHOOL, SOUTH DUNEDIN

AGREED PHASING OF WORK TO BE COMPLETED BY

BLOCK E (continued)	3.2.81	31.3.82	31.3.83	31.3.84	31.3.85	31.3.86
<u>Electrical</u>						
Install sub-main from main switchboard, provide and install a distribution board and connect the circuit wiring to it		x				
Upgrade lighting in area 26 to state school standards		x				
<u>Fire Protection</u>						
<u>Egress</u>						
Provide alternative egress from area 26 by means of door and step	x					
Extend the first step from the existing doorway 300mm to form a landing and extend the steps so that this door when open does not overlap a step	x					
Remove the deadbolt from the hardware of the internal door so that the lock operates as a latch set only	x					
<u>Fire Alarms</u>						
Provide one manual call point to serve both Blocks E and F, connected to the circuit of the alarm system	x					
<u>Extinguishing Equipment</u>						
Install one 9 litre water gas extinguisher in entrance foyer (area 27) to serve both Blocks E and F		x				
<u>BLOCK F</u>						
<u>Exterior</u>						
Replace door catch to main entrance door		x				
Refix loose downpipe		x				
Repaint exterior including corrugated iron roof						

x




ST EDMUND'S PRIMARY SCHOOL, SOUTH DUNEDIN

AGREED PHASING OF WORK TO BE COMPLETED BY

BLOCK F (continued)	3.2.81	31.3.82	31.3.83	31.3.84	31.3.85	31.3.86
<u>Interior</u>						
Area 30						
Replace 5 coat hooks		x				
<u>Electrical</u>						
Install a sub-main from the main switchboard; provide and install a distribution board and connect the circuit wiring to it		x				
Upgrade the lighting in area 28 to state school standards		x				
<u>Fire Protection</u>						
Egress (area 28)						
Provide alternative egress by means of a door and step	x					
Extend the first step of existing doorway 300mm to form a landing and extend the steps to overcome the problem of the door opening over a step	x					
<u>BLOCK G (Cycle Shed)</u>						
Replace damaged sections of asbestos ridge and barge covers		x				
Repaint east and west ends of shelter		x				
<u>BLOCK H (Hall)</u>						
<u>Exterior</u>						
Replace broken vents						
Paint corrugated iron roof		x				
<u>Mechanical</u>						
Install a timer to control the heating in the block		x				

f p d

D

ST EDMUND'S PRIMARY SCHOOL, SOUTH DUNEDIN

AGREED PHASING OF WORK TO BE COMPLETED BY

BLOCK H (Hall) (continued)	3.2.81	31.3.82	31.3.83	31.3.84	31.3.85	31.3.86
<u>Fire Protection</u>						
Egress						
Re-secure the operating bar on the panic bolts fitted to the secondary egress door	x					
Fire Alarms						
Provide a 15cm underdome bell and manual call point and interconnect the alarm system of this block with the main school system	x					
Extinguishing Equipment						
Install at the main entrance one 9-litre water gas extinguisher complete with indication sign		x				
<u>MECHANICAL - GENERAL</u>						
Upgrade the heating controls for Blocks A, B, E and F to modern standards or provide alternative means of heating			x			
<u>BUILDING REQUIREMENTS</u>						
Demolish Block D	x					
Demolish Block C						
Provide the following by new construction and remodelling:						
library/multi-purpose room of 56m ²						
resource/workroom of 14m ²						
staff room 23m ² and staff kitchen 4.5m ²						
principal's office 11m ²						
casualty/sick room 9m ²						
5 WHBs in pupils toilets						
1 female staff toilet containing 1 WC; 1 WHB						
and sanitary towel disposal facilities						

pl

B

FURNITURE AND EQUIPMENT

- Refurbish and replace where necessary pupils desk tops
- Replace old wooden chairs where necessary with plastic seats and backs
- Upgrade teachers and administration furniture to Otago Education Board's standard

BLOCK C

Fire Protection

52
 52
 ①
 51
 50
 [1]

Alter the ingress-egress sliding door to a hinged type opening in the direction of egress travel

Alter a sliding window to give a minimum dimension of 560mm and an area of 0.6m² opening out for secondary egress

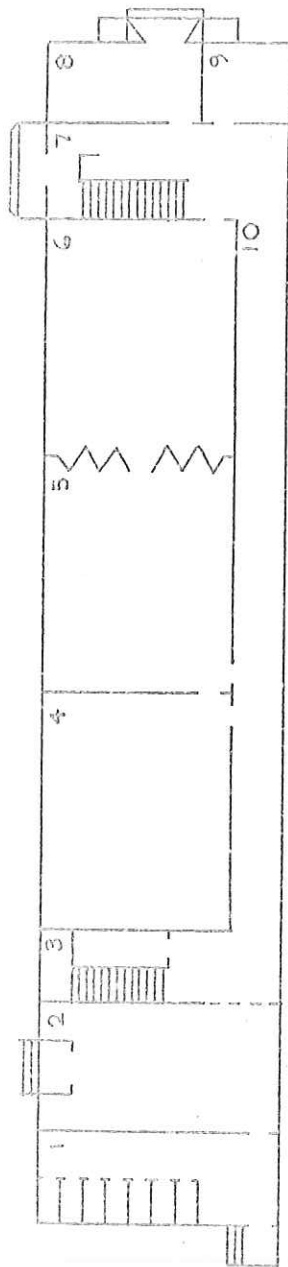
Extinguishing Equipment

Install a 9 litre water gas extinguisher complete with bracket and location sign to the main entrance

FIRE PROTECTION - GENERAL

When redecoration is next undertaken treat the softboard and hardboard wall and ceiling linings in Blocks A, E and F with fire retardant paint approved by MWD and applied in accordance with manufacturer's specifications

[illegible]



GROUND FLOOR

BLOCK B

ROOM

- 1 TOILETS
- 2 FOYER

TOTAL AREA = 88.48 m²

ROOM

- 3 STAIRS
- 4 CLASSROOM
- 5 CLASSROOM
- 6 CLASSROOM
- 7 STAIRS
- 8 OFFICE
- 9 HEATING PLANT
- 10 CORRIDOR

AREA

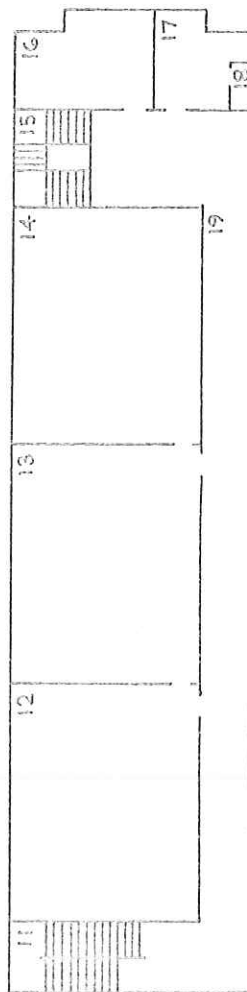
- 66.26 m²
- 66.81 m²
- 66.81 m²
- 16.79 m²

HALL 183.62 m²

TOTAL AREA = 427.54 m²

FIRST FLOOR

BLOCK A



ROOM

- 11 STAIRS
- 12 CLASSROOM
- 13 CLASSROOM
- 14 CLASSROOM
- 15 STAIRS
- 16 STAFF ROOM
- 17 STAFF KITCHEN
- 18 TOILET
- 19 CORRIDOR

AREA

- 66.96 m²
- 66.96 m²
- 66.96 m²
- 18.06 m²
- 10.93 m²

TOTAL AREA = 370.97 m²

DEPARTMENT OF EDUCATION

buildings division: integration of private schools

School: ST EDMUND'S SCHOOL, DUNEDIN

Drawing No:

EIP 084 02

Scale:

1:300

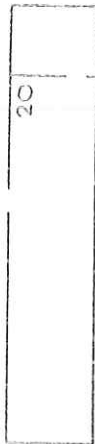
Date:

4 OCTOBER 1979

SHEET 2 OF 3 SHEETS

Drawn:

28/



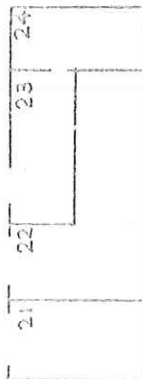
BLOCK C

ROOM	AREA
20 LIBRARY	55.91m ²
<u>TOTAL AREA = 68.79m²</u>	



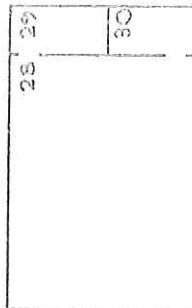
BLOCK E

ROOM	AREA
25 STORAGE	5.39m ²
26 CLASSROOM	59.52m ²
27 FOYER	
<u>TOTAL AREA = 74.93m²</u>	



BLOCK D

ROOM	AREA
21 GARAGE	15.99m ²
22 STORAGE	31.09m ²
23 FOYER	
24 KITCHEN	13.28m ²
<u>TOTAL AREA = 61.34m²</u>	



BLOCK F

ROOM	AREA
28 CLASSROOM	70.93m ²
29 STORAGE	6.7m ²
30 FOYER	
<u>TOTAL AREA = 88.86m²</u>	



BLOCK G

<u>ROOM</u>
31 CYCLE SHED
TOTAL AREA = 66.85

HPK

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

Drawing No:	Scale:
EIP 084 03	1:300
Date:	SHEET 3 OF 3 SHEETS
4 OCTOBER 1979	Drawn:
Revision	

FOURTH SCHEDULE

Schedule of Staffing Appointments to St. Edmund's Primary School, Dunedin under Section 65 (1) and 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 Number of Staff to be so Appointed	Director of Religious Studies to be Appointed under S.65 (1) (b) Private Schools Conditional Integration Act 1975 Scale A or B or Higher	Religious Instruction Positions of Importance Number of other teachers to be Appointed under S.65 (1) (c) of Private Schools Conditional Integration Act 1975 Number of Staff to be so Appointed (See Footnote No. 2 to this Schedule)	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
1	1	-	1	-
2	1	-	1	-
3	1	-	2	-
4	1	-	1	-
5	1	1	1	1
6	1	1	2	1
7	1	1	2	1
8	1	1	3	1
9	1	1	3	1
10	1	1	4	1
11	1	1	5	1
12	1	1	5	1
13	1	1	6	1
14	1	1	7	1
15	1	1	8	1
16	1	1	8	1
17	1	1	9	1
18	1	1	10	1
19	1	1	10	1
20	1	1	10	1
21	1	1	11	1
22	1	1	11	1
23	1	1	12	1
24	1	1	13	1
25	1	1	13	1
26	1	1	14	1
27	1	1	14	1
28	1	1	14	1
29	1	1	14	1
30	1	1	14	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) and (c) of the Private Schools Conditional Integration Act 1975 and Clauses 14, 15, 17 and 18 of this Deed of Agreement 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 18 of the Deed of Agreement. The Schedule to be read across from left to right.
- Column (4). Section 65 (1) (c) must apply to the number of other positions indicated in the Column and may be made up of teachers appointed under the Initial Appointments Scheme and or other permanent appointments. It is recommended that where the School has a total staffing entitlement of up to eleven there should be at least one appointed as a permanent Scale A Teacher and in schools with a total staffing entitlement of between twelve and fifteen there should be two appointed as permanent Scale A Teachers and in schools with a total staffing entitlement of between fifteen and twenty-one there should be at least three appointed as permanent Scale A Teachers.
- The School as at the effective date hereof has a staffing entitlement of nine (9) teachers.