

THIS DEED OF AGREEMENT is made the 1st 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. Patrick's School, SOUTH DUNEDIN, (hereinafter referred to as "the School")
- B The School is a Roman Catholic Primary School for boys 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 1891 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.

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 eleven (111) 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 fifteen (115) 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 six (6) 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. THERE shall be one (1) other teaching position at the School which in accordance with Section 65(1)(c) of the Private Schools Conditional Integration Act 1975, shall be a position of importance carrying a responsibility for Religious instruction 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 this position shall

accept these requirements as a condition of appointment **PROVIDED** **HOWEVER** that in the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement then the number of teaching positions designated under Section 65(1)(c) of the Private Schools Conditional Integration Act 1975 as positions of importance carrying a responsibility for Religious instruction shall be determined in accordance with the then current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder and as is more particularly described in the **Fourth Schedule** hereto.

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.

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 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.

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. IT is acknowledged by and between the parties hereto pursuant to **clause 23** hereof that certain of the services and facilities on or serving the Proprietor's land and buildings and other improvements thereon are used in common for the purpose of the School premises as is more particularly delineated on the plan forming part of the **Second Schedule** hereto. In particular, the access from Thomas Street, the water supply, the power supply and the drainage system are all used in common and the costs of maintaining such services and facilities shall be apportioned as provided in

clause 23 hereof. If practicable the power supply to the School premises shall be separately metered at the expense of the Proprietor. Where such services or facilities are wholly or partly situated outside the School premises the Proprietor will continue to make such services or facilities available to the School premises. Where such services lie wholly or partly within the School premises, the 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.

25. 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.

26. 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.

27. 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.

28. THE effective date of this Deed of Agreement shall be the 2nd day of March One thousand nine hundred and eighty-three (1983)

29. 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.

+ P.12


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:-)

John Patrick Kavanagh

M. A. Hamming
32 Grennan Rd
Fairfield Stays
Catholic Education Office
Director

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

Mervyn Langlois
Private Secretary
168 Heketa Road
Johnsonville
Wellington

Mervyn Langlois

H. R. K.
[Signature]

FIRST SCHEDULE

Description of total land, buildings and other improvements comprising the Proprietor's land of which the School premises form part

The Proprietor's Land

All that land, buildings and other improvements owned by the Roman Catholic Bishop of the Diocese of Dunedin situate in Thomas Street, South Dunedin, being known as **St. Patrick's School, South Dunedin**, 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 683 square metres more or less situate in the City of Dunedin, being part Lot 13, Block IV, Deposited Plan 17, and being part Section 4, Block VII, Town District, and being all that land in Certificate of Title Volume 3D Folio 541 (Otago Registry)

SECONDLY, All that freehold parcel of land containing 701 square metres more or less situate in the City of Dunedin, being part Lots 12 and 13, Block IV, Deposited Plan 17, and being part Section 4, Block VII, Town District, and being all that land in Certificate of Title Volume 8C Folio 682 (Otago Registry)

Interest at Date of Issue

324863 Compensation Certificate pursuant to Section 17 of the Public Works Amendment Act 1948 19-3-1968 at 2.16 p.m.

THIRDLY, All that freehold parcel of land containing 607 square metres more or less situate in the City of Dunedin, being part Lot 12, Block IV, Deposited Plan 17, and being part Section 4, Block VII, Town District, and being all that land in Certificate of Title Volume 4B Folio 416 (Otago Registry)

FOURTHLY, All that freehold parcel of land containing 994 square metres more or less situate in the City of Dunedin, being part Lot 11, Block IV, Deposited Plan 17, and being part Section 4, Block VII, Town District, and being all that land in Certificate of Title Volume 4B Folio 415 (Otago Registry)

FIFTHLY, All that freehold parcel of land containing 294 square metres more or less situate in the City of Dunedin, being part Lot 1, Block IV, Deposited Plan 461, and being part Section 4, Block VII, Town District, and being all that land in Certificate of title Volume 4B Folio 488 (Otago Registry)

SIXTHLY, All that freehold parcel of land containing 319 square metres more or less situate in the City of Dunedin, being Lot 2, Deposited Plan 461, and being part Section 4, Block VII, Town District, and being all that land in Certificate of Title Volume 4B Folio 491 (Otago Registry)

SEVENTHLY, All that freehold parcel of land containing 268 square metres more or less situate in the City of Dunedin, being Lot 4, Deposited Plan 461, and being part Section 4, Block VII, Town District, and being all that land in Certificate of Title Volume 4B Folio 487 (Otago Registry)

EIGHTHLY, All that freehold parcel of land containing 1008 square metres more or less situate in the City of Dunedin, being Lot 6, Deposited Plan 461, part Lot 21, Block IV, Deposited Plan 17, and part Lot 3, Deposited Plan 3287, and being part Section 4, Block VII, Town District, and being all that land in Certificate of Title Volume 4B Folio 492 (Otago Registry)

Interests at Date of Issue

Appurtenant to the Part Lot 3 Deposited Plan 3287 herein are
Drainage Rights over:-

- (a) part Lot 2 Deposited Plan 3287 (part C.T. 352/101),
and
- (b) part Lot 3 Deposited Plan 3287 (part C.T. 343/28)
created by Transfer 88193.

Subject as to the Lot 3, Deposited Plan 3287 to Fencing
Provision in Transfer 213538.

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

A handwritten signature, possibly 'E. J. H.', is written in the bottom right corner of the page.

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 Areas 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 23, 24 and 26 of Block A more particularly delineated in blue on the said plan TOGETHER WITH a reservation in favour of those excepted portions of full rights of access inter se and of ingress and egress to and from those excepted portions over the access thereto shaded yellow on the annexed plan from and to Thomas Street, Dunedin.

ST PATRICK'S SCHOOL, 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. 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

	2.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>SITE</u>						
Repair several sunken concrete slabs with plaster or plant mix						
Repair gate hinge west boundary		x		x		
Repair gate catch west boundary		x				
Weed kill concrete area		x				
Repair gate catch south boundary		x				
Paint outside seating						
Replace incinerator with a type to education board standards						
<u>BLOCK A</u>						
<u>Exterior</u>						
<u>North Wall</u>						
Replace rotten cover board on window						
Replace two rotten sashes		x				
Repair broken window sill		x				
Repair vents		x				
Refix downpipes		x				
Repair blockwork		x				
Repair wire gate hinges						
Seal cracks in blockwork		x				

BLOCK A	2.3.83	31.3.84	31.1.85	31.3.86	31.3.87	31.3.88
<u>Interior (continued)</u>						
<u>Area 7</u>						
<u>Replace door mats</u>						
<u>Area 8</u>						
<u>Replace faulty night latch</u>		x				
<u>Replace cracked hand basin</u>		x				
<u>Replace three substandard WC pans</u>		x				
<u>Repair WC cistern</u>		x				
<u>Repair plaster behind entrance door</u>		x				
<u>Provide rubber door stops for toilet doors</u>		x				
<u>Area 10</u>						
<u>Replace two substandard WC pans</u>		x				
<u>Repair hole in wall behind toilet door</u>		x				
<u>Fit two rubber door stops for toilet doors</u>		x				
<u>Fit visual screen at entrance door</u>						
<u>Area 11</u>						
<u>Replace borer infested batten</u>		x				
<u>Area 18</u>						
<u>Replace faulty window bead on the west entrance door</u>		x				
<u>Area 27</u>						
<u>Ease and refit windows</u>						
<u>Carpet floor to eliminate noise downstairs</u>						
<u>Area 28</u>						
<u>Ease door</u>						
<u>Area 29</u>						
<u>Ease and refit windows</u>						
<u>Ease door</u>						
<u>Area 31</u>						
<u>Ease and refit windows</u>						
<u>Carpet floor to eliminate noise downstairs</u>						
<u>Area 32</u>						
<u>Ease and refit windows</u>						
<u>Area 33</u>						
<u>Replace broken WC cistern lever</u>						
<u>Repair floor tiles</u>						
<u>Area 34</u>						
<u>Repair Zip! water heater</u>						

+ 0.1

	2.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<p><u>BLOCK A (continued)</u></p> <p><u>Fire Protection</u></p> <p><u>Means of Egress</u></p> <p>Provide alternative means of egress from areas 2,6,27 and 31</p> <p>Rearrange egress and landing step arrangements at area 38 so that egress door from area 37 does not open over steps and the landing step arrangements do not obstruct or impede safe egress from area 39</p> <p>Remove the cabin hook holding open the smoke stop door at area 9</p> <p>Provide and fit automatic door closers to door leading from area 14 into areas 39 and 40</p> <p><u>Fire Alarm</u></p> <p>Provide and install a mains operated with battery back up manual alarm system incorporating a trial evacuation switch in area 32 with manual call point and bell in areas 18, 37 and 39</p> <p><u>Fire Hazards</u></p> <p>Reduce the amount of combustible material in area 29</p> <p>Relocate bookshelves in area 32 away from gas heater</p> <p><u>Linings</u></p> <p>Treat plywood linings in area 9 with fire retardant paint approved by MWD and applied in accordance with manufacturers instructions</p> <p><u>BLOCK B</u></p> <p><u>Exterior</u></p> <p><u>East Wall</u></p> <p>Replace borer infested weatherboards</p> <p>Clean out spoutings</p> <p>Seal spouting joints</p> <p><u>South Wall</u></p> <p>Replace rusted downpipe</p> <p>Replace rusted spouting on flat roof</p> <p><u>West Wall and North Wall</u></p> <p>Replace damaged weatherboards</p>	<p>x</p> <p>x</p> <p>x</p> <p>x</p> <p>x</p> <p>x</p> <p>x</p> <p>x</p>	<p></p> <p></p> <p></p> <p></p> <p></p> <p></p> <p></p> <p></p>	<p></p> <p></p> <p></p> <p></p> <p></p> <p></p> <p></p> <p></p>	<p></p> <p></p> <p></p> <p></p> <p></p> <p></p> <p></p> <p></p>	<p></p> <p></p> <p></p> <p></p> <p></p> <p></p> <p></p> <p></p>	<p></p> <p></p> <p></p> <p></p> <p></p> <p></p> <p></p>

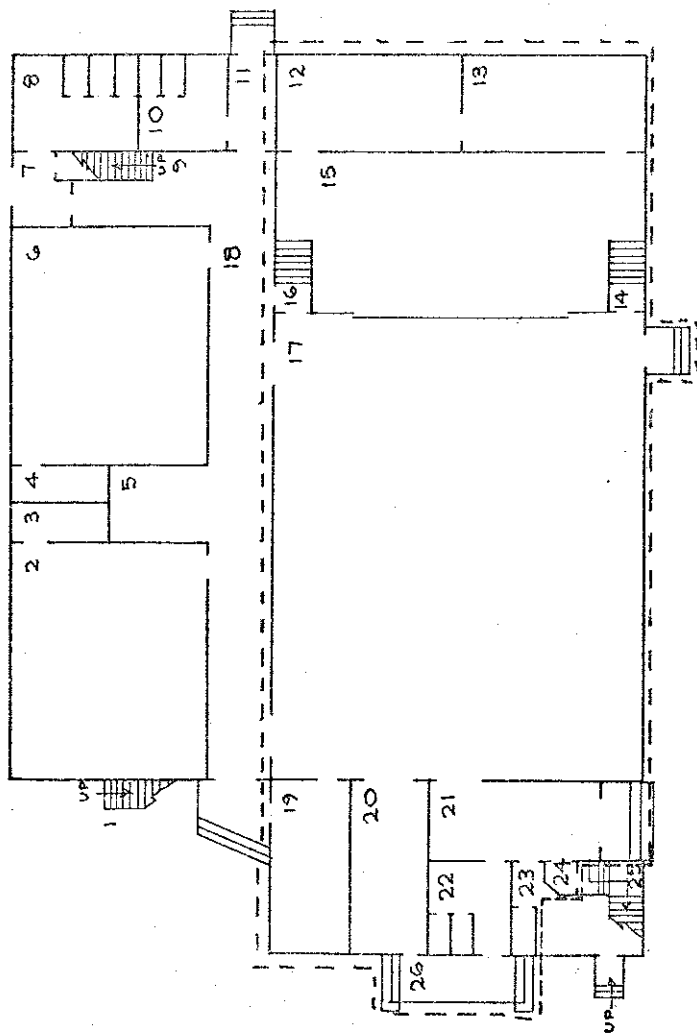
T.P.K.

	2.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>BLOCK B</u>						
<u>Exterior</u> (continued)						
<u>Painting</u>						
Repaint exterior completely				x		
<u>Interior</u>						
<u>Area 42</u>						
Replace sinkbench top		x				
Repair formica top on front bench		x				
Repair cupboard catch		x				
Repair blind roller		x				
Ease windows		x				
Replace rusted case on zip		x				
Clean out zip and replace gauge glass		x				
Replace washers on zip taps		x				
Replace the lino in the surgery		x				
<u>Area 43</u>						
Ease window		x				
Repair blind		x				
Replace light shade		x				
Recover the squab on the nurse's couch		x				
<u>Area 44</u>						
Replace borer infested door stile		x				
Replace borer infested switchboard surround		x				
Repair entrance door		x				
<u>Painting</u>						
Repaint complete interior						
<u>Structural</u>						
Improve sub floor ventilation						
<u>Mechanical</u>						
Upgrade heating to state school standards in areas 43 and 44						

top

BLOCK B (continued) <u>Fire Protection</u> <u>Fire Hazard</u> Remove portable heater from area 42	2.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<p><u>FURNITURE AND EQUIPMENT</u> Upgrade furniture to state school standards in those areas noted by Education Board officers</p> <p><u>BUILDING REQUIREMENTS</u> Provide by new construction or remodelling the following:</p> <p>Bookroom space of 8m² 1 STDU for female staff toilets 1 WC and 1 WHB for male staff toilets 1 STDU for girls toilets</p>	x	x	x	x		

F-024



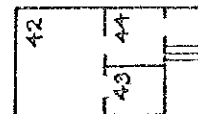
BLOCK A GROUND FLOOR

ROOM	AREA
1 STAIRS	
2 CLASSROOM	69.35m ²
3 STORE	4.98m ²
4 STORE	4.98m ²
5 CLOAKS	
6 CLASSROOM	68.96m ²
7 ENTRANCE LOBBY	
8 GIRLS TOILETS	
9 STAIRS	
10 BOYS TOILETS	
11 ENTRANCE LOBBY	25.30m ²
12 DRESSING ROOM	24.48m ²
13 DRESSING ROOM	

ROOM	AREA
14 STAIRS	
15 STAGE	73.14m ²
16 STAIRS	
17 ASSEMBLY HALL	258.39m ²
18 CORRIDOR	
19 KITCHEN	19.22m ²
20 STORE	19.22m ²
21 FOYER	
22 FEMALE TOILETS	
23 MALE TOILETS	
24 PHONE BOOTH	
25 STAIRS	
26 TERRACE	

TOTAL AREA = 836.63m²

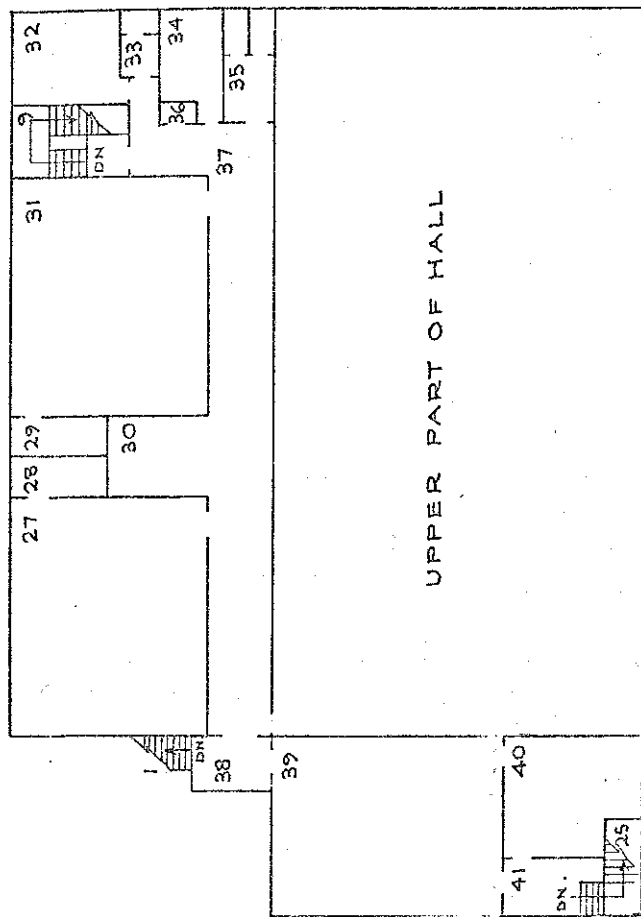
* NON - INTEGRATING



BLOCK B

ROOM	AREA
42 SURGERY	13.94m ²
43	4.14m ²
44 WAITING ROOM	5.05m ²

TOTAL AREA = 28.74m²



BLOCK A FIRST FLOOR

ROOM	AREA
27 CLASSROOM	69.35m ²
28 STORE	4.98m ²
29 STORE	4.98m ²
30 CLOAKS	
31 CLASSROOM	68.96m ²
32 STAFFROOM	14.25m ²
33 STAFF TOILET	
34 SICKROOM	9.08m ²

ROOM	AREA
35 GIRLS TOILETS	
36 CLEANER	
37 CORRIDOR	
38 CLOAKING	
39 CLASSROOM	
40 BOOK ROOM	
41 LOBBY	

TOTAL AREA = 397.70m²

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

Drawing No:	Scale:
EIP 258 02	1:300
Date:	SHEET 2 OF 2 SHEETS
5 JUNE 1981	Drawn: <i>LLB</i>
REVISION	
21 JANUARY 1982	
19 550/85 50	

FOURTH SCHEDULE

schedule of staff appointments to St. P. Nick's School, SOUTH DUNEDIN

under Sections 65(1) & 66 of the Private Schools Conditional Integration Act 1975 being special positions relating to the special character of the 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 B1 or Higher

Senior Teacher Junior Classes to be Appointed under S.65 (1) (d) Private Schools Conditional Integration Act 1975
Number of Staff to be so Appointed

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	Column 6
1	1	1	1	1	1
2	1	1	1	1	1
3	1	1	1	1	1
4	1	1	1	1	1
5	1	1	1	1	1
6	1	1	1	1	1
7	1	1	1	1	1
8	1	1	1	1	1
9	1	1	1	1	1
10	1	1	1	1	1
11	1	1	1	1	1
12	1	1	1	1	1
13	1	1	1	1	1
14	1	1	1	1	1
15	1	1	1	1	1
16	1	1	1	1	1
17	1	1	1	1	1
18	1	1	1	1	1
19	1	1	1	1	1
20	1	1	1	1	1
21	1	1	1	1	1
22	1	1	1	1	1
23	1	1	1	1	1
24	1	1	1	1	1
25	1	1	1	1	1
26	1	1	1	1	1
27	1	1	1	1	1
28	1	1	1	1	1
29	1	1	1	1	1
30	1	1	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 five (5) teachers.