

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

BETWEEN THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF DUNEDIN a Corporation Sole (hereinafter with his successors referred to as "the Proprietor") of the first part

AND HER MAJESTY THE QUEEN acting by and through the Minister of Education (hereinafter referred to as "the Minister") of the second part

WHEREAS:

- A The Proprietor is the owner of **St. Patrick's School, INVERCARGILL**
- B The School is a Roman Catholic Primary School for boys and girls from new entrants to Form Two (2) offering Education with a Special Character.
- C The School was established in 1944 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 Dominican Sisters. 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:-

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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

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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.

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- 7.** (a) **THE** Controlling Authority of the School shall be the Education Board of the Southland 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 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 two hundred and eighty seven (287) pupils as at the 30th 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 four hundred and two (402) 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 twenty (20) 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 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 a position at the School to be designated as Senior Teacher Junior Classes in accordance with Section 65(1)(d) of the Private Schools Conditional Integration Act 1975 and 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 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 Senior Teacher Junior Classes 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. THERE shall be four (4) other teaching positions at the School which in accordance with Section 65(1)(c) of the Private Schools Conditional Integration Act 1975, shall be positions of importance carrying a responsibility for Religious instruction and an advertisement for those positions shall state that a willingness and ability to take part in Religious instruction appropriate to the Special Character of the School shall be a condition of appointment. Any person so appointed to these positions shall accept these requirements as a condition of appointment PROVIDED HOWEVER that in the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement then the number of teaching positions designated under Section 65(1)(c) of the Private Schools Conditional Integration Act 1975 as positions of importance carrying a responsibility for Religious instruction shall be determined in accordance with the then current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder and as is more particularly described in the **Fourth Schedule** hereto.

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 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 (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.

**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 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 sewerage and drainage systems are used in common and the costs of maintaining such services and facilities shall be apportioned as provided in **clause 24** hereof. 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.

**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 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.

28. 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.

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

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

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

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

*John Patrick Kavanagh*

*Ph. Mee*  
*Minister of Religion*  
*Chancellor*  
*277 Rattray St.*  
*Dunedin.*

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

*Mervyn Langlois*

*M. J. Fokker*  
*12 Hokianga Road*  
*Hataitai, Wellington*

*(Private Secretary)*



## FIRST SCHEDULE

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

### The Proprietor's Land

All that land, buildings and other improvements owned by the Roman Catholic Bishop of the Diocese of Dunedin situate in Metzger Street, and also bounding Rimu, View and John Streets, Georgetown, Invercargill being known as **St. Patrick's School, Invercargill** 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 809 square metres more or less situate in the City of Invercargill, being Lot 90, Deposited Plan 1380, and being part Section 17, Block I, INVERCARGILL HUNDRED, and being all that land in Certificate of Title, Volume 5D, Folio 784 (Southland Registry).

**SECONDLY** all that freehold parcel of land containing 3845 square metres more or less situate in the City of Invercargill, being Lots 79, 80, 81, 82 and 91, Deposited Plan 1380, and being Part Section 17, Block I, INVERCARGILL HUNDRED, and being all that land in Certificate of Title, Volume 5D, Folio 781 (Southland Registry).

**THIRDLY** all that freehold parcel of land containing 1417 square metres more or less situate in the City of Invercargill being Lots 83 and 92, Deposited Plan 1380, and being Part Section 17, Block I, INVERCARGILL HUNDRED, and being all that land in Certificate of Title, Volume 5D, Folio 782 (Southland Registry).

**FOURTHLY** all that freehold parcel of land containing 809 square metres more or less situate in the City of Invercargill being Lot 77,

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Deposited Plan 1380, and being Part Section 17, Block I, INVERCARGILL HUNDRED, and being all that land in Certificate of Title, Volume 5D, Folio 780 (Southland Registry).

**FIFTHLY** all that freehold parcel of land containing 809 square metres more or less situate in the City of Invercargill being Lot 76, Deposited Plan 1380, and being Part Section 17, Block I, INVERCARGILL HUNDRED, and being all that land in Certificate of Title, Volume 5D, Folio 779 (Southland Registry).

**SIXTHLY** all that freehold parcel of land containing 809 square metres more or less situate in the City of Invercargill being Lot 75, Deposited Plan 1380 and being Part Section 17, Block I, INVERCARGILL HUNDRED, and being all that land in Certificate of Title, Volume 5D, Folio 778 (Southland Registry).

**SEVENTHLY** all that freehold parcel of land containing 809 square metres more or less situate in the City of Invercargill, being Lot 71, Deposited Plan 1380, and being Part Section 17, Block I, INVERCARGILL HUNDRED, and being all that land in Certificate of Title, Volume 5D, Folio 774 (Southland Registry).

**EIGHTHLY** all that freehold parcel of land containing 809 square metres more or less situate in the City of Invercargill, being Lot 72, Deposited Plan 1380, and being Part Section 17, Block I, INVERCARGILL HUNDRED, and being all that land in Certificate of Title, Volume 5D, Folio 775 (Southland Registry).

**NINTHLY** all that freehold parcel of land containing 736 square metres more or less situate in the City of Invercargill, being Lot 73, Deposited Plan 1380, and being Part Section 17, Block I, INVERCARGILL HUNDRED, and being all that land in Certificate of Title, Volume 5D, Folio 776 (Southland Registry).

**TENTHLY** all that freehold parcel of land containing 883 square metres more or less situate in the City of Invercargill, being Lot 74



and Part Lot 73, Deposited Plan 1380, and being Part Section 17, Block I, INVERCARGILL HUNDRED, and being all that land in Certificate of Title, Volume 5D, Folio 777 (Southland Registry).

**ELEVENTHLY** all that freehold parcel of land containing 809 square metres more or less situate in the City of Invercargill, being Lot 84, Deposited Plan 1380, and being Part Section 17, Block I, INVERCARGILL HUNDRED, and being all that land in Certificate of Title, Volume 5D, Folio 783 (Southland Registry).

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

FOR



## SECOND SCHEDULE

Description of land, buildings and other improvements comprising the School premises

### The School Premises:

All those parts 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.

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ST PATRICKS SCHOOL, INVERCARGILL

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

THIRD SCHEDULE

These works are to be planned, executed and paid for by the Proprietor subject to the provisions of this schedule in relation to the buildings and associated facilities to bring them up to the minimum standard for a comparable state school.

AGREED PHASING OF WORK TO BE COMPLETED BY

SITE	30.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
Repair damaged paving around Block A		x				
BLOCK A						
Exterior						
Replace door to area 1		x				
Ease windows and doors in all areas		x		x		
Finish off exterior decorating						
Interior						
Area 1						
Provide platform and steps to secondary egress door		x				
Area 3						
Replace concrete slabs which are subsiding				x		
Area 10						
Repair door panelling		x				
Area 18						
Paint blackboards		x				
Structural						
Remove the following hazards in order to meet MWD standards						
a The 150mm thick masonry walls to the open area						
b The heavy ornamental brick veneer on the west elevation which is part of the original building				x		
c The in-fill panel adjacent to the west exit-way		x		x		
d The 100mm thick unreinforced blockwork toilet added to the west wall		x				
e The 150mm thick unreinforced blockwork porch at the east exit-way		x		x		

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BLOCK A	30.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>Mechanical</u> Replace and upgrade heating throughout block to state school standards Provide frost protection for the sink unit in area 3 and for toilet areas 4,5,6,7 and 13 Secure all heaters to the building fabric and fit time clock controls Secure front grilles of existing storage heaters to prevent access to hot surfaces		x		x		
<u>Electrical</u> Upgrade lighting to state school standards in areas 1,3,8,9,14-18 and 25 Replace defective switch plug area 1 Refix the loose flush box for light switch area 13 Replace existing water heater area 3 with thermostatically controlled push through type water heaters		x x x x		x		
<u>Fire Protection</u> <u>Egress</u> Remove both sets of barrel bolts fitted to both sets of smoke stop doors in areas 11/17 and 17/3. Ease secondary egress door from area 1 Remove locking bar from the key operated mortice lock sets fitted to both egress doors, so the hardware operates as a latch set only Remove the dead bolts from the key operated mortice locks fitted to both egress doors in areas 8 and 10 so the hardware operates as a latch set only Ease both secondary egress doors giving access to external escapes from areas 18 and 25 and provide conspicuous EXIT signs over each secondary egress door Remove the dead bolts from the key operated egress doors in areas 18+25 so the hardware operates as a latch set only Remove the barrel bolt fitted to the alternative communicating egress door between areas 14 and 15 Remove the dead bolts fitted to mortice locks in areas 14 15 and 16 so the hardware operates as a latch set only Resecure the landing and MS angle guardrails on escape stair from area 25	x x x x x x x x x					

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BLOCK A	30.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<p>Fire Protection (cont'd)</p> <p>Fit a self closer to the door between 15/17 to safeguard the stair against smoke penetration in the event of fire</p> <p>Replace hose reel tubing with 25m of 13mm hose in areas 3 and 20</p> <p>Remove timber cover placed over the hose reel fitting on the landing area 20</p>	x	x				
<p>Fire Alarms</p> <p>Provide "standard" metal or plastic signs above the manual call points on each floor to mark their locations</p> <p><u>Linings</u></p> <p>Line the underside of the ground floor ceiling with material to provide a half hour's fire resistance rating separation from the floor above, including cupboard under the stairs</p> <p>Paint softboard linings of enclosed stair with a fire retardant paint approved by MWD and applied in accordance with manufacturers specifications.</p>		x				x
<p><u>Fire Hazards</u></p> <p>Place a section of fire resistant material under and behind the rangette in area 12</p> <p>Remove paper and other combustible materials, ie books etc, that have fallen behind and under the space storage heaters</p>	x	x				x
<p><u>BLOCK B</u></p> <p><u>Exterior</u></p> <p>Check, and where necessary, adjust doors and windows</p> <p>Repair sidings on upper floor</p> <p>Replace broken metal vents on eaves</p> <p>Repair displaced battens under eaves</p> <p>Renew access door to basement on south wall exterior of building to Education Board specifications</p>		x	x			
<p><u>Interior</u></p> <p><u>Area 27</u></p> <p>Provide and fit new doors opening out with a lock that can be opened from the inside without the use of keys, to the main entrance</p>			x	x		x

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BLOCK B INTERIOR	30.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
Area 29 Close in space above the toilet walls in both cubicles Areas 31,32,33,34,35 Supply and fit floor covering to Education Board requirements				x		
Area 33 Upgrade linings and redecorate				x		
Area 36 Redecorate				x		
Areas 37-43 Upgrade as required following alterations arising from structural considerations				x		
Areas 44 and 45 Supply and fit floor covering to Education Board requirements				x		
Areas 48A and 49 Upgrade toilets to Education Board requirements				x		
Structural Remove the following hazards to meet MWD standards: The single skin brick walls of the lean-to addition to south wall containing toilets, office and library (areas 37-43)				x		
Mechanical Provide heating in area 27 with thermostat and time clock control to state school standards Provide frost protection in areas 28 and 29 Upgrade heating in areas 31,32,34,35,44 and 46 to state school standards. Ensure each radiator in these areas is fitted with an isolating valve on the flow and an isolating regulating valve on the return Remove furniture that is obscuring radiators		x		x		
Electrical Supply and fit new wood surround to main switchboard area 36 Replace existing boiling type oversink water heater area 27 with thermostatically controlled push through type water heater Upgrade lighting throughout complex to state school standards		x		x		x


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## Erstes

~~Fire~~ Alarms

~~Install an electrical fail safe type alarm system which is audible throughout the building~~

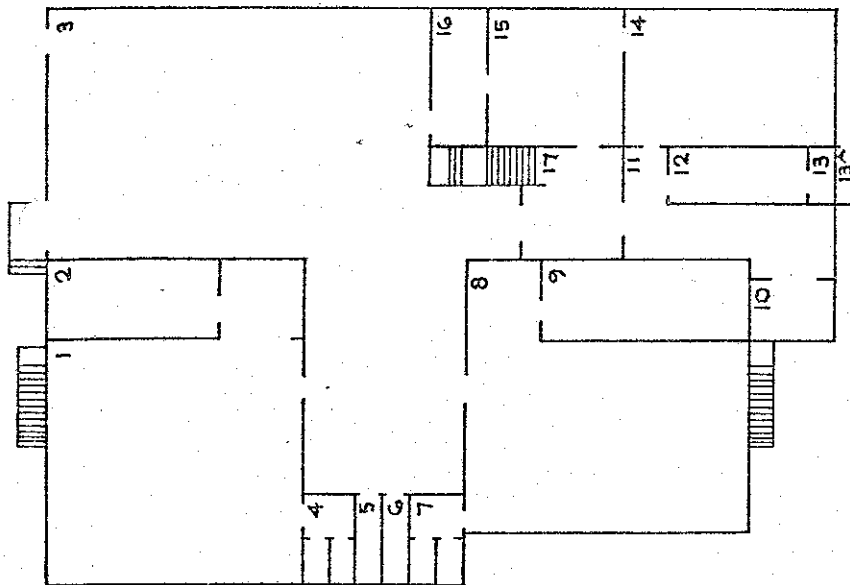
BLOCK B	30.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>Linings</u> Line the underside of first floor areas 44-49 inclusive with materials which provide a half hour's fire resistance rating Paint softboard linings of stairs area 43a and corridor area 30 with a fire retardant paint approved by MWD and applied in accordance with manufacturers specifications				x		
<u>Fire Hazards</u> Repair damaged grille of storage space heater in area 46 to prevent paper coming in contact with the heating elements Remove the mass of loose newspaper spread over the floor of area 34 and reduce the amount of paper cut outs on walls and suspended across area 35 Remove the combustible material in area 33 Remove portable electric heaters in areas 37,39,41,42 and replace with fixed installed heating devices such as wall convection or fixed wall radiators NB: If fixed wall radiators are selected for use, they must be fixed no closer than 300mm from the soft-board ceiling	x  x  x			x		
<u>Compartmentation</u> Subdivide the roof void area by installing a fire partition lined both sides, to provide a half hour's fire resistance rating extending from underside of roof to ceiling and out of soffits				x		
<u>Furniture and Equipment</u> Repair and replace classroom furniture as required by the Education Board				x		



Top

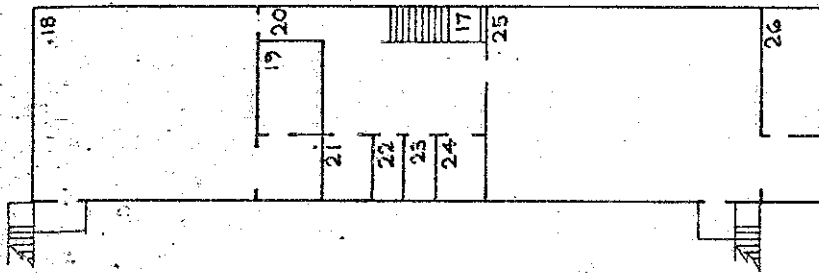


BUILDING RECOMMENDATIONS	30.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<p>Provide the following facilities by remodelling or upgrading existing accommodation:</p> <p>1 Resource workroom )  Junior resource workroom )  1 Library/multipurpose room )  1 Staffroom ) Block B  1 Staff Kitchen )  Principal's office )  School office )  2 Casualty/sickbays (1 in each Block) )  1 washhand basin for girls toilets )  2 WC pans for girls toilets )  1 Sanitary towel disposal unit for girls toilet )  Provide pupil and staff toilets to Drainage and Plumbing Regulations )  Demolish Block D )</p>				x		
				x	FAR	



BLOCK A GROUND FLOOR

ROOM	AREA	ROOM	AREA
1 CLASSROOM	98.58 m <sup>2</sup>	10 ENTRANCE	
2 STORE	19.60 m <sup>2</sup>	11 CORRIDOR	
3 CLOAKROOM		12 STORE	
4 TOILETS		13 STAFF TOILET	11.07 m <sup>2</sup>
5 TOILET		14 UTILITY ROOM	13.4 OUTSIDE TOILET
6 TOILET		15 BOOK ROOM	43.18 m <sup>2</sup>
7 TOILETS		16 OFFICE	27.87 m <sup>2</sup>
8 CLASSROOM	89.65 m <sup>2</sup>	17 STAIRS	11.20 m <sup>2</sup>
9 STORE	24.15 m <sup>2</sup>		

TOTAL AREA = 658.86 m<sup>2</sup>

BLOCK A FIRST FLOOR

ROOM	AREA
18 CLASSROOM	69.80 m <sup>2</sup>
19 STORE	8.56 m <sup>2</sup>
20 LOBBY	
21 STORE	4.03 m <sup>2</sup>
22 BOYS' TOILET	
23 GIRLS' TOILET	
24 STORE	4.03 m <sup>2</sup>
25 CLASSROOM	88.03 m <sup>2</sup>
26 STORE	12.28 m <sup>2</sup>

TOTAL AREA = 246.11 m<sup>2</sup>

*T. B. S.*

DEPARTMENT OF EDUCATION

buildings division: integration of private schools

School ST PATRICK'S SCHOOL, INVERCARGILL

Drawing No:

EIP 154 02

Date:

18 JUNE 1980

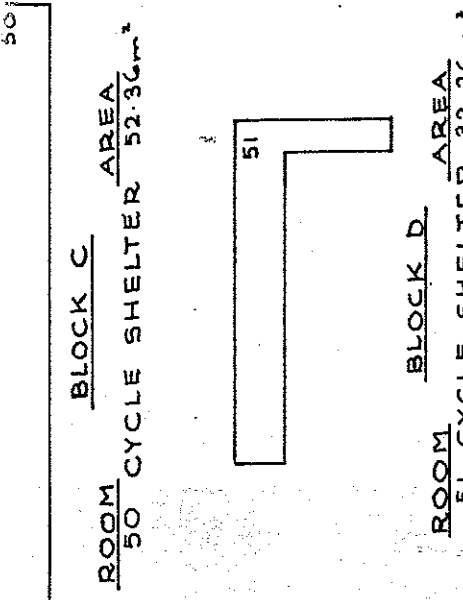
Revision

13 JANUARY 1981

Scale:

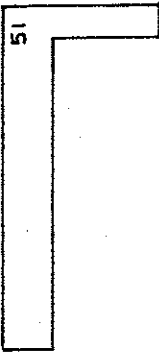
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SHEET 2 OF  
3 SHEETSDrawn: *223*



BLOCK C

ROOM	AREA
50 CYCLE SHELTER	52.36m <sup>2</sup>



BLOCK D

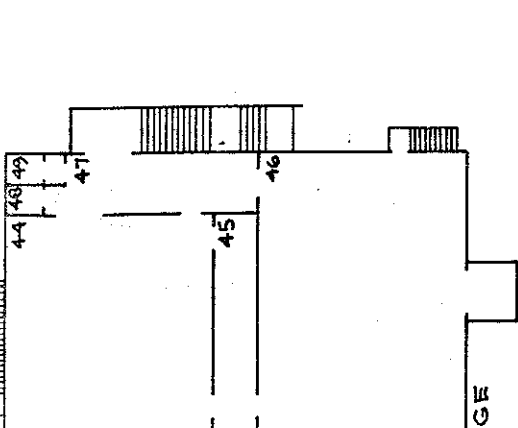
ROOM	AREA
51 CYCLE SHELTER	32.26m <sup>2</sup>

PART BLOCK B GROUND FLOOR

ROOM	AREA
27 CLOAKROOM	73.35m <sup>2</sup>
28 BOYS' TOILETS	64.97m <sup>2</sup>
29 GIRLS' TOILETS	10.65m <sup>2</sup>
30 CORRIDOR	64.97m <sup>2</sup>
31 CLASSROOM	10.65m <sup>2</sup>
32 STORE	64.97m <sup>2</sup>
33 CLASSROOM	10.65m <sup>2</sup>
34 CLASSROOM	14.7m <sup>2</sup>
35 CLASSROOM	12.6m <sup>2</sup>
36 STORE	20.5m <sup>2</sup>
37 STAFF TOILET	2.99m <sup>2</sup>
38 GIRLS' TOILET	
39 OFFICE	
40 BOYS' TOILET	
41 LIBRARY	
42 LIBRARY	
43 STORE	
43A STAIRS	

TOTAL AREA GROUND FLOOR = 766.80m<sup>2</sup>

*XZ*



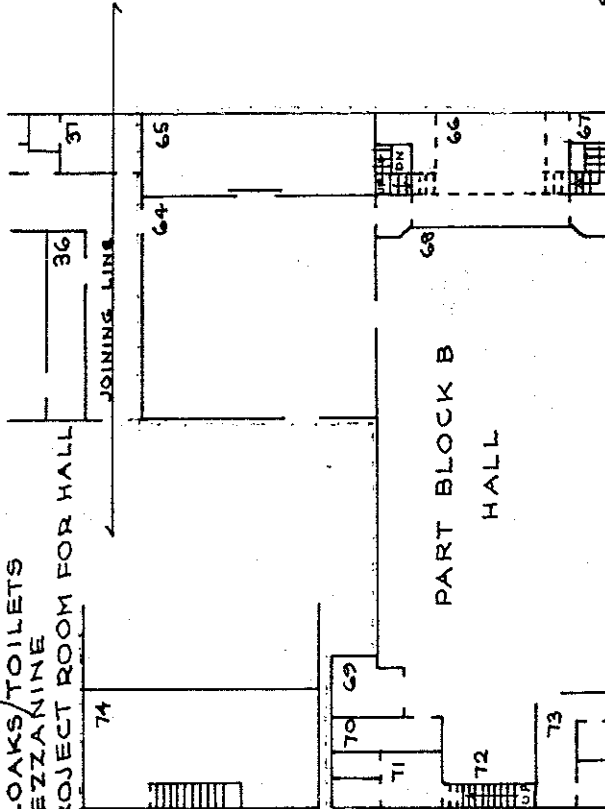
BLOCK B FIRST FLOOR

ROOM	AREA
44 CLASSROOM	68.68m <sup>2</sup>
45 STORE	12.49m <sup>2</sup>
46 CLASSROOM	90.48m <sup>2</sup>
47 CORRIDOR	
48 TOILET	
49 TOILET	

TOTAL AREA = 228.69m<sup>2</sup>

ROOM

- 64 ANTE-ROOM HALL
- 65 KITCHEN
- 66 BOILER ROOM UNDER STAGE
- 67 STAIRS, STORAGE
- 68 HALL, STAGE
- 69 ENTRANCE PORCH
- 70 CLOAKS/STORE
- 71 CLOAKS/TOILETS
- 72 STAIRS
- 73 CLOAKS/TOILETS
- 74 MEZZANINE
- 74 { PROJECT ROOM FOR HALL



PART BLOCK B

HALL

DEPARTMENT OF EDUCATION

buildings division: integration of private schools  
School: ST PATRICK'S SCHOOL, INVERCARGILL

Drawing No:

EIP 154 03

Date:

19 JUNE 1980

REVISION  
13 JANUARY 1981

Scale:

1:300

SHEET 3 OF  
3 SHEETS

Drawn: *sls*

Schedule of staff appointments to Patrick's School Invercargill Under Sections 65(1) & 66 of the Private Schools Conditional Integration Act 1975 being special positions relating to the Special Character of the School

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Total Staff Entitlement of School	Principal to be Appointed under S.65 (1) (a) Private Schools Conditional Integration Act 1975	Director of Religious Studies to be Appointed under S.65 (1) (b) Private Schools Conditional Integration Act 1975 Scale A or B1 or Higher	Senior Teacher Junior Classes to be Appointed under S.65 (1) (d) Private Schools Conditional Integration Act 1975	Religious Instruction Positions of Importance Number of other teachers to be Appointed under S.65 (1) (c) of Private Schools Conditional Integration Act 1975	Deputy Principal to be Appointed under S.66 Private Schools Conditional Integration Act 1975 Number of Staff to be so Appointed

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

*Handwritten signature/initials*

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 Thirteen (13) Teachers