

THIS DEED OF AGREEMENT is made the 10 day of July
One thousand nine hundred and eighty (1980) BETWEEN
THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF CHRISTCHURCH
a "Corporation Sole" (hereinafter with his successors
referred to as "the Proprietor") of the first part AND
HER MAJESTY THE QUEEN acting by and through the Minister
of Education (hereinafter referred to as "the Minister")
of the second part

WHEREAS

- A The Proprietor is the owner of St. Paul's Catholic School,
Dallington, Christchurch, (hereinafter
referred to as "the School")
- B The School is a Roman Catholic Primary School
for boys and girls from new entrants to Form
Two offering Education with a Special Character
- C The School was established in 1935 and from 1955 to the
effective date of integration teaching staff was
provided by the Roman Catholic Religious Order of
Women known as the Sisters of St. Joseph of the Sacred
Heart. 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
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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

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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.

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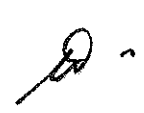
- (e) The Proprietor shall plan, execute and pay for such capital works and associated facilities at the School as may be approved or required, from time to time, by the Minister pursuant to Section 40 (2) (d) of the Private Schools Conditional Integration Act 1975.
- (f) The Proprietor may own or hold 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.
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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 Christchurch, New Zealand, for the Roman Catholic Community of the Diocese of Christchurch which promotes and supports the School and of which the School is part, to provide and to continue to provide Education with a Special Character, that is to say:

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

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

- (a) Shall continue to have the responsibility to supervise the maintenance and preservation of the Education with a Special Character provided by the School;
 - (b) Shall continue to have the right to determine from time to time what is necessary to preserve and safeguard the Special Character of the Education provided by the School and described in this Deed of Agreement.
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- (c) May invoke the powers conferred upon him by the Private Schools Conditional 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 Canterbury Education District as constituted pursuant to Section 15 of the Education Act 1964.

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

- (i) One (1) member to be appointed by the Proprietor of the School;
- (ii) 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
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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 fifty-nine (259) pupils as at the 30th September 1979 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 seventy (270) 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

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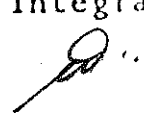
with the provisions of Section 29 (1) of the Private Schools Conditional Integration Act 1975 shall be limited at all times to Fourteen (14) pupils out of the total roll of the School and the Controlling Authority shall not enrol more than that number PROVIDED THAT to maintain and preserve the Special 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 Christchurch shall continue to form part of the School programme in accordance with Sections 31 and 32 of the Private Schools Conditional Integration Act 1975.

12. THE Proprietor, together with his servants, agents and licensees, shall, subject to the proviso to Section 40 (2) (i) of the Private Schools Conditional Integration Act 1975, have at all reasonable times access to the School to ensure that the Special Character of the School is being maintained.

13. THE Proprietor, together with his servants, agents and licensees, shall have at all reasonable times access to the land and buildings of the School constituting the School premises sufficient to enable him to exercise the powers and carry out the responsibilities vested in him and imposed on him by the Private Schools Conditional Integration



Act 1975 and by this Deed of Agreement.

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.

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

17. 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 Two (2) other teaching positions at the School which in accordance with Section 65 (1) (c) of the Private Schools Conditional Integration Act 1975, shall be positions of importance carrying a responsibility for Religious instruction and an advertisement for those positions shall state that a willingness and ability to take part in Religious instruction appropriate to the Special Character of the School shall be a condition of appointment. Any person so appointed to these positions shall accept these requirements as a condition of appointment PROVIDED HOWEVER that in the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement then the number of teaching positions designated under Section 65 (1) (c) of the Private Schools Conditional Integration Act 1975 as positions of importance carrying a responsibility for Religious instruction

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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 School Committee 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 II 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. II is acknowledged by and between the parties hereto pursuant to Clause 24 hereof that certain of the services and facilities on or serving the Proprietor's land and buildings thereon are used in common for the purpose of the School premises and as is more particularly delineated on the plan forming part of the Second Schedule hereto. In particular the water supply, the power supply and the sewerage and drainage systems are all used in common and the costs of maintaining such services and facilities shall be apportioned as provided in Clause 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.

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26. THE Proprietor will pay to the Controlling Authority half the cost of all maintenance carried out by it on the integrated portion of the hall.


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27. 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.

28. 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 1980 School year to any person employed at the School up to the effective date of integration.

29. 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.

30. THE effective date of this Deed of Agreement shall be the
14th day of July 1980.

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



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

SIGNED by BRIAN PATRICK ASHBY
the Bishop of the Diocese of
Christchurch and Sealed with the
Seal of Office of the Diocese of
Christchurch in the presence of:

+ B P Ashby

*Alfred
General Manager
Christchurch*

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

Mervyn Langlois

*J. P. ...
Private Secretary
168 Helston Road
Toburnville
Wellington*

FIRST SCHEDULE

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

THE PROPRIETOR'S LAND

All that land, school buildings, hall, Church and Presbytery and other improvements owned by the Roman Catholic Bishop of the Diocese of Christchurch, situated at Gayhurst Road, Christchurch, New Zealand, known as St Paul's Primary School, Dallington, Christchurch, St Paul's Church and Presbytery and being more particularly described as follows:-

FIRSTLY all that freehold parcel of land containing 9376 square metres more or less being Lots 7 and 11 on Deposited Plan 6192 and Lots 4, 5, 6, 7 and 12 on Deposited Plan 6291 and being all the land in Certificate of Title Volume 14B Folio 937 (Christchurch Registry).

SECONDLY all that freehold parcel of land containing 1677 square metres more or less being Lot 1 on Deposited Plan 6192 Part of Rural Section 183, and being all the land in Certificate of Title Volume 341 Folio 208 (Christchurch Registry).

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SECOND SCHEDULE

Description of land, buildings and other improvements comprising the school premises.

THE SCHOOL PREMISES

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

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ST PAUL'S SCHOOL, DALLINGTON, CHRISTCHURCH

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

	14.7.80	31.3.81	31.3.82	31.3.83	31.3.84	31.3.85
SITE						
<u>Fencing</u>						
Repair fencing between hall and Block 5		x				
BLOCK 1						
<u>Structural</u>						
Suspend wire netting beneath roof tiles		x				
<u>Electrical</u>						
Areas 3 and 4						
Upgrade lighting to state school standards						
Fit one additional general purpose 3-pin socket outlet in each area.		x				
Repair faulty switched socket outlet in Area 3.	x					
Areas 21, 22 and 23						
Upgrade switchboard area 21 and label to						
Electrical Wiring Regulation 1976 standards	x					
Replace batten holders, pendants and lampholders	x					
BLOCK 2						
<u>Exterior</u>						
Repair waste pipes	x					

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AGREED PHASING OF WORK TO BE COMPLETED BY

	14.7.80	31.3.81	31.3.82	31.3.83	31.3.84	31.3.85
BLOCK 3						
<u>Exterior</u>						
Replace window)						
Secure roof to shelter)		x				
<u>Interior</u>						
Area 5						
Replace carpet				x		
Area 30						
Repair vinyl floor		x				
<u>Mechanical</u>						
Repair existing gas heaters		x				
Upgrade heating to provide an inside temperature of 18°C with an outside temperature of 20°C			x			
<u>Electrical</u>						
Area 6						
Upgrade lighting to state school standards						
Areas 5 and 6		x				
Provide one additional switched socket outlet in each area		x				
<u>Fire Protection</u>						
<u>Linings</u>						
Areas 29 and 30						
Line throughout with non-combustible material		x				

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AGREED PHASING OF WORK TO BE COMPLETED BY

	14.7.80	31.3.81	31.3.82	31.3.83	31.3.84	31.3.85
BLOCK 4						
<u>Exterior</u>						
Repair downpipe		x				
<u>Interior</u>						
Area 2		x				
Restore door furniture						
<u>Electrical</u>						
Areas 1 and 2						
Upgrade lighting to state school standards						
Areas 10, 11, 12, 13, 14, 15 and 16						
Replace batten holders, pendants and lampholders						
Areas 1 and 2						
Provide one additional switched socket outlet						
in each area						
Area 14	x					
<u>Electrical - General</u>						
Check wiring and renew as necessary	x					
BLOCK 5						
<u>Structural</u>						
Suspend wire netting beneath roof files		x				
<u>Electrical</u>						
Areas 7 and 8						
Upgrade lighting to state school standards						
Area 7						
Provide one additional switched socket outlet						
and change existing socket outlet to switched						
socket outlet		x				

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AGREED PHASING OF WORK TO BE COMPLETED BY

	14.7.80	31.3.81	31.3.82	31.3.83	31.3.84	31.3.85
BLOCK 5 (continued)						
<u>Electrical</u> (continued)						
Area 8		x				
Provide one additional switched socket outlet						
BLOCK 6						
<u>Exterior</u>						
Repair asbestos cement panels		x				
<u>Electrical</u>						
Area 9		x				
Upgrade lighting to state school standards		x				
Provide four switched socket outlets		x				
<u>Mechanical</u>						
Area 9						
Repair casing and surround of gas heater		x				
<u>Fire Protection</u>						
Areas 9 and 24						
Install additional external door as secondary egress from area 9	x					
Treat all combustible linings with fire retardant paint approved by MWD and applied in accordance with manufacturers specifications		x				
BLOCK 7						
<u>Exterior</u>						
Secure floodlight		x				
Remove rust and make good paint to purlins		x				

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AGREED PHASING OF WORK TO BE COMPLETED BY

	14.7.80	31.3.81	31.3.82	31.3.83	31.3.84	31.3.85
BLOCK 7 (continued)						
Exterior (continued)						
Clean out spouting		x				
Secure downpipe and spouting		x				
Repaint woodwork		x				
Interior						
Area 40						
Repair Doors		x				
Repair light shades		x				
Electrical						
Area 40						
Permanently wire three window fans		x				
BLOCK 8						
Exterior						
Replace rotten weatherboards)						
Repair roof)			x			
Repaint				x		
Interior						
Area 50						
Paint and touch up ceiling		x				
Area 52						
Fix leak in ceiling and make good		x				
Area 56						
Reline walls below picture rail		x				
Areas 55 and 56						
Replace carpet			x			

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AGREED PHASING OF WORK TO BE COMPLETED BY

	14.7.80	31.3.81	31.3.82	31.3.83	31.3.84	31.3.85
BLOCK 8 (continued)						
<u>Mechanical</u>						
Area 51						
Provide 2 x 1.5kw and 1 x 1kw panel heaters with thermostats and time control switch		x				
Area 52						
Provide a 1.5kw panel heater with thermostat and time control switch						
Area 53						
Provide a 750W panel heater with thermostat and time control switch		x				
Area 55						
Provide a 1.5kw and a 1kw panel heater with thermostats and time control switches		x				
Area 56						
Provide two 1.5kw panel heaters with thermostat and time control switches		x				
Area 54						
Replace existing marble panel switchboard and install new larger mains and main earth						
<u>Electrical</u>						
Area 48						
Provide switch						
Area 54						
Replace brass switch						
Areas 49 and 47						
Install a light in each area		x				
Areas 51, 55 and 56						
Upgrade lighting to state school standards		x				

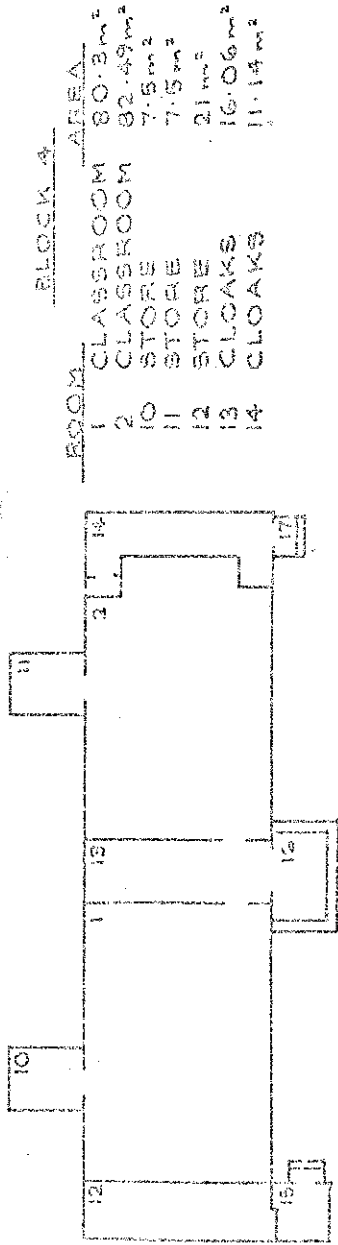
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AGREED PHASING OF WORK TO BE COMPLETED BY

	14.7.80	31.3.81	31.3.82	31.3.83	31.3.84	31.3.85
BLOCK 8 (continued)						
<u>Electrical (continued)</u>						
Area 50						
Install two general purpose socket outlets						
Area 51						
Install one additional general purpose socket outlet		x				
<u>Fire Equipment</u>						
Blocks 1, 3, 4, 5 and 6						
Provide 9-litre gas/water fire extinguishers in each block		x				
Block 7						
Install one 2.5kg CO2 extinguisher in area 41	x					
<u>BUILDING REQUIREMENTS</u>						
Provide a casualty/sick bay						
Install a washhand basin in staff toilet area		x				
Provide a sanitary towel disposal unit in female staff toilet		x				
Replace Blocks 3 and 4 within 10 years						
Replace Block 6 within 15 years		x				

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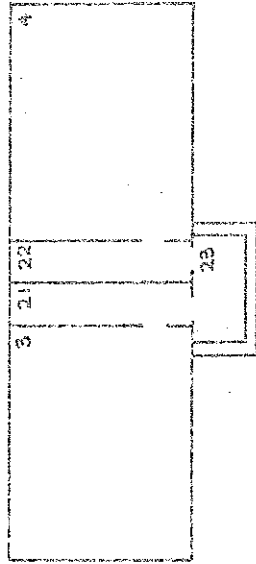


BLOCK 4

ROOM	AREA
1 CLASSROOM	80.3m ²
2 CLASSROOM	82.49m ²
10 STORE	7.5m ²
11 STORE	7.5m ²
12 STORE	21m ²
13 CLOAKS	16.06m ²
14 CLOAKS	11.14m ²

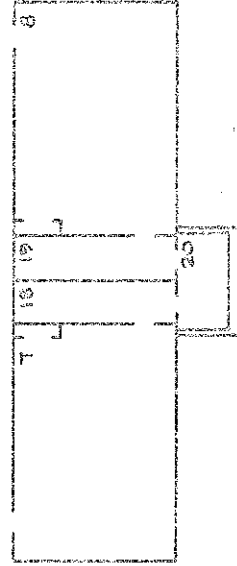


ROOM	AREA
9 LIBRARY	51.3m ²
24 CLOAKS	8.55m ²



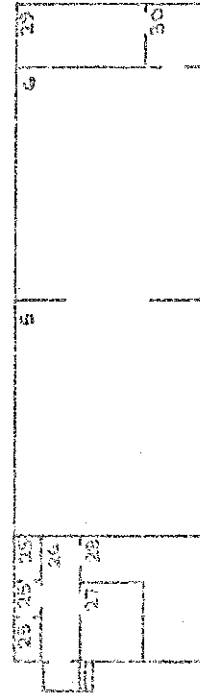
BLOCK 1

ROOM	AREA
3 CLASSROOM	66.24m ²
4 CLASSROOM	66.24m ²
21 CLOAKS	12.02m ²
22 CLOAKS	12.02m ²



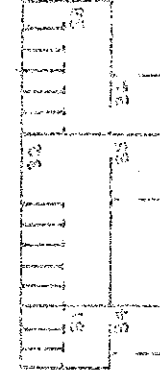
BLOCK 5

ROOM	AREA
7 CLASSROOM	59.6m ²
8 CLASSROOM	59.6m ²
18 CLOAKS	12.02m ²
19 CLOAKS	12.02m ²



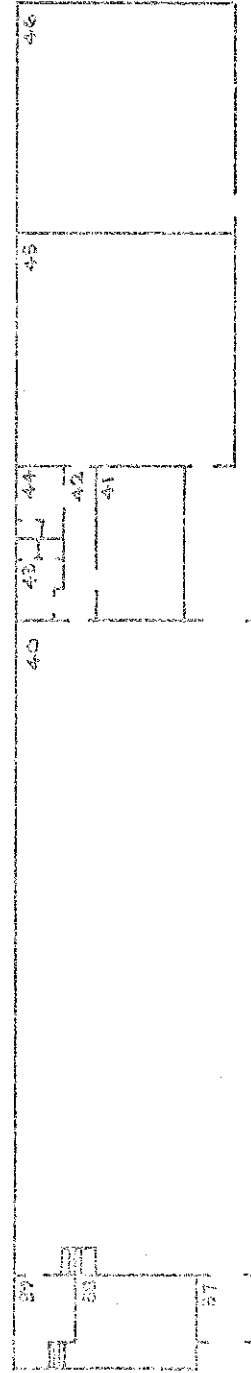
BLOCK 3

ROOM	AREA
5 CLASSROOM	67.16m ²
6 CLASSROOM	66.43m ²
25 TOILETS	
26 PASSAGE	
27 STAFF RESOURCE	6.25m ²
28 JUNIOR RESOURCE/WORKRM.	14.6m ²



BLOCK 2

ROOM	AREA
31 GIRLS TOILETS	
32 BOYS TOILETS	
33 GIRLS TOILETS	



BLOCK 7

ROOM	AREA
38 STAGE	292.75m ²
40 HALL	20.4m ²
41 KITCHEN	
43 PUBLIC TOILET	
44 PUBLIC TOILET	
45 HALL STORE	19.17m ²
46 ACTIVITIES ROOM	19.17m ²

DEPARTMENT OF EDUCATION

buildings division: integration of private schools

School: ST PAUL'S SCHOOL, DALLINGTON, CHRISTCHURCH

Drawing No:

EIP 024 02

Date:

20 JUNE 1978

Revision

Scale:

1:300

Drawn:

[Signature]

ROOMS

- 47 TOILET
- 48 LAUNDRY
- 49 PORCH
- 50 KITCHEN
- 51 STAFFROOM
- 52 DINING
- 53 SICK BAY
- 54 HALL
- 55 SECRETARY'S OFFICE
- 56 PRINCIPAL'S OFFICE



TOTAL AREA BLOCK B 93.1m

<u>AREAS</u>	
50	5.2 m.
51	24.3 m.
52	10.5 m.
53	4.3 m.
55	15.4 m.
56	19.0 m.

DEPARTMENT OF EDUCATION

buildings division: integration of private schools

School: ST. PAUL'S SCHOOL DALLINGTON, CHRISTCHURCH

Handwritten signature

Drawing No: Scale:

EIP 024 03 1:300

Date:

17 AUGUST 1979

Revision

Drawn:

Handwritten signature

FOURTH SCHEDULE.

Schedule of staff appointments to St. Paul's School DALLINGTON under Sections 65(1) & 66 of the Private Schools Conditional Integration Act 1975 being special positions relating to the Special Character of the School

Total Staff Entitlement of School	Principal to be Appointed under S.65 (1) (a) Private Schools Conditional Integration Act 1975 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	-	-	-	-
2	1	-	-	1	-
3	1	-	-	1	-
4	1	-	-	2	-
5	1	-	-	1	-
6	1	1	-	2	1
7	1	1	1	1	1
8	1	1	1	2	1
9	1	1	1	2	1
10	1	1	1	3	1
11	1	1	1	3	1
12	1	1	1	4	1
13	1	1	1	5	1
14	1	1	1	6	1
15	1	1	1	7	1
16	1	1	1	7	1
17	1	1	1	8	1
18	1	1	1	9	1
19	1	1	1	9	1
20	1	1	1	10	1
21	1	1	1	11	1
22	1	1	1	11	1
23	1	1	1	12	1
24	1	1	1	12	1
25	1	1	1	13	1
26	1	1	1	-	-
27	1	1	1	-	-
28	1	1	1	-	-
29	1	1	1	-	-
30	1	1	1	-	-

NOTES:

- The above Schedule has been prepared for use when the staffing entitlement of the School alters at any time during the currency of this Deed of Agreement to enable the parties hereto by reference to the total staffing entitlement of the School in Column (1) hereof to determine the number of teaching positions at the School which in terms of Section 65 (1) (a), (b), (c) and (d) of the Private Schools Conditional Integration Act 1975 and Clauses 14, 15, 17 and 18 of this Deed carry a responsibility for Religious Instruction and require a willingness and ability to take part in Religious Instruction or in terms of Section 66 of the Private Schools Conditional Integration Act 1975 require a particular capability in the teacher as described in Clause 19 of the Deed of Agreement. The Schedule to be read across from left to right.
- Column (5). Section 65 (1) (c) must apply to the number of other positions indicated in the Column and may be made up of teachers appointed under the Initial Appointments Scheme and or other permanent appointments. It is recommended that where the School has a total staffing entitlement of up to eleven there should be at least one appointed as a permanent Scale A Teacher and in schools with a total staffing entitlement of between twelve and fifteen there should be two appointed as permanent Scale A Teachers and in schools with a total staffing entitlement of between fifteen and twenty-one there should be at least three appointed as permanent Scale A Teachers.
- The School as at the effective date hereof has a staffing entitlement of Nine (9) teachers

10
THIS DEED OF AGREEMENT made the 3 day of MAY, One thousand nine hundred and eighty-four (1984)

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

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

WHEREAS

- A. By Deed of Agreement bearing date the 10th day of July 1980 and any Supplementary Agreements (hereinafter referred to as "the Integration Agreement") the Minister and the Proprietor pursuant to Section 7 (2) of the Private Schools Conditional Integration Act 1975 established St Paul's Catholic School, DALLINGTON (hereinafter referred to as "the School") as an integrated school.
- B. The Minister and the Proprietor have agreed to vary the Deed of Agreement for the Integration of the School whereby the dates for the completion of certain of the improvements described in the Third Schedule to the Integration Agreement are varied.
- C. The Minister and the Proprietor are now agreed on the need for entering into a Supplementary Agreement pursuant to Section 7 (9) of the Private Schools Conditional Integration Act 1975 to give effect to their agreement

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

JBM

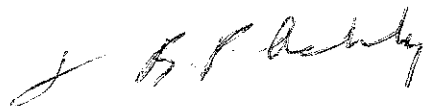
1. THAT the Third Schedule to the Integration Agreement for the School is hereby amended in the manner shown on the Schedule attached hereto headed-

"AMENDMENTS TO CAPITAL WORK REQUIREMENTS (to read with the Third Schedule to the Integration Agreement)" describing any variation in the improvements to be carried out to the School and the new dates specified for the completion of certain improvements.

2. THAT the covenants conditions and restrictions contained and implied in the Integration Agreement shall be read and construed subject to the modifications herein contained but in all other respects the Integration Agreement is confirmed.

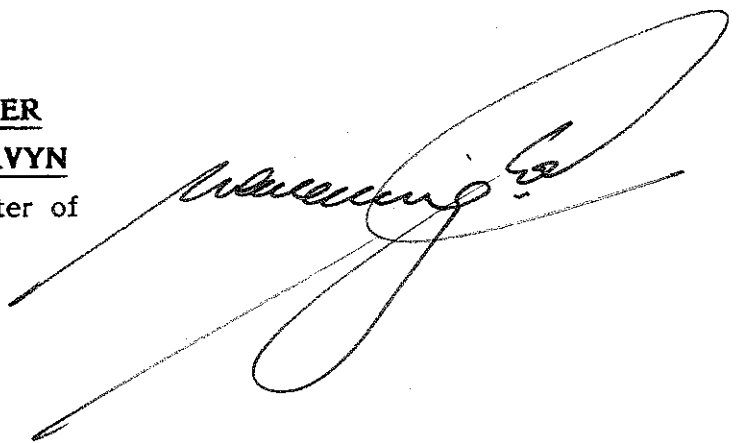
IN WITNESS WHEREOF these presents have been executed the day and year first hereinbefore written

SIGNED by BRIAN PATRICK
ASHBY, THE ROMAN CATHOLIC
BISHOP OF THE DIOCESE OF
CHRISTCHURCH and sealed with
his Seal of Office in the presence
of



Hand
General Manager
Christchurch Catholic Education
Board

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



M. J. L. L.
(Private Secretary)

245 Dowse Drive
Lower Hutt

AMENDMENTS TO CAPITAL WORK REQUIREMENTS(to be read with the Third Schedule to the Integration Agreement)

AGREED PHASING OF WORK TO BE COMPLETED BY:

Page No.	Description of Work	31.3.85	31.3.86	31.3.87	31.3.88	31.3.89	31.3.90	31.3.91
23	Replace Blocks 3 and 4 Replace Block 6 by 1995						x	

