THIS DEED OF AGREEMENT is made the and day of Jone thousand nine hundred and eighty-two (1982)

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 Peter Chanel School,
 Green Island DUNEDIN
 (hereinafter referred to as "the School")
- The School is a Roman Catholic Primary School for boys from new entrants to Standard two and for girls from new entrants to Form two offering Education with a Special Character.
- The School was established in 1954 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 the Presentation of the Blessed Virgin Mary. 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.
- 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.

+117

- 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 -

+ P.K.

- (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

+ P.K

part of the School premises up to the minimum standard for comparable State Schools prevailing at the effective date of this Deed of Agreement. Such improvements to be carried out in accordance with the dates specified against such improvements in the Third Schedule hereto. The Proprietor shall upon completion of any improvements to electrical services described in the Third Schedule hereto arrange for the local Electrical Supply Authority to inspect the School premises in terms of Regulation 45 of the Electrical Supply Regulations 1976.

- (e) The Proprietor shall plan, execute and pay for such capital works and associated facilities at the School as may be approved or required, from time to time, by the Minister pursuant to Section 40 (2) (d) of the Private Schools Conditional Integration Act 1975.
- (f) The Proprietor may own or hold upon trust, and control and maintain, any land, buildings and associated facilities that, although not part of the integrated School premises in terms of this Deed of Agreement are regarded by the Proprietor as appropriate to maintain the Special Character of the School.
- (g) The Proprietor shall insure all the buildings forming part of the School premises and the Proprietor's chattels (if any) owned or held upon trust for the purposes of the School and the other assets owned by the Proprietor for the purposes of the School against risks

+1.0

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.

+ M.P

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, New Zealand, for the Roman Catholic Community of the Diocese of Dunedin, which promotes and supports the School and of which the School is part, to provide and to continue to provide Education with a Special Character, that is to say:

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

- 6. THE Proprietor of the School subject to the provisions of this Deed of Agreement:
- (a) Shall continue to have the responsibility to supervise the maintenance and preservation of the Education with a Special Character provided by the School;
- (b) Shall continue to have the right to determine from time to time what is necessary to preserve and safeguard the Special Character of the Education provided by the School and described in this Deed of Agreement;

tPR

X

- (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 safequarded.
- 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 children attending the School <u>PROVIDED HOWEVER</u> that in the event of the School roll altering at any time then the number of such members shall be fixed by ascertaining the number of members that a State School Committee would have, based on the current School roll in accordance with the provi-

+ p. R

Ja V

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

- (c) Any election conducted pursuant to Section 26 of the Private Schools Conditional Integration Act 1975 shall be conducted as nearly as possible in the manner prescribed by the School Committees Administration Regulations 1965 and any regulations made in amendment thereof or in substitution therefor and the provisions of those regulations shall, with any necessary modifications, be applied accordingly.
- (d) The control and management of the School shall be exercised subject to the provisions of Section 25 (6) of the Private Schools Conditional Integration Act 1975.
- 8. THE School had a roll of one hundred and twenty-one (121) pupils as at the 30th September 1981 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 twenty (120) 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.

+ PR J

- 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

+APP ES

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

TA

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 from new entrants to standard two and for girls from new entrants to form two and shall remain so until such time as an agreement to a change in this organisation of the School is reached between the Proprietor and the Minister and the parties hereto enter into a supplementary Deed of Agreement to give effect thereto.
- 24. WHERE any of the costs associated with the conduct of the Proprietor's land and buildings that are not part of the School premises cannot be separated from the costs associated with the operation of the School premises, the Proprietor and the school committee and/or the Controlling Authority shall contribute to such costs according to their respective use of the services and facilities.

- 25. IT is acknowledged by and between the parties hereto pursuant to Clause 24 hereof that certain of the services and facilities on or serving the Proprietor's land and buildings 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 access from Main Road, Green Island, 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. If practicable the power supply to the School premises shall be separately metered at the expense of the Proprietor. Where such services or facilities are wholly or partly situated outside the School premises the Proprietor will continue to make such services or facilities available to the School premises.
- 26. THE Proprietor shall not engage any teachers between the date of execution of this Deed of Agreement and the effective date of integration other than those whose names have already been notified by the Proprietor to the Director-General of Education without first obtaining the consent of the Director-General.
- 27. THE Proprietor shall reimburse the Minister for the payment of salary, wages and proportion of holiday pay due and paid by the Minister in respect of the 1982 School year to any person employed at the School up to the effective date of integration PROVIDED THAT the Proprietor shall not be required to reimburse the Minister in respect of any salary, wages and holiday pay which has been paid to teachers up to the date of integration by the Minister in accordance with the terms of the Minister's letter of 4 December 1980 to Archbishop Williams.

- 28. NEITHER the Minister nor the Controlling Authority shall be responsible for any damage or injury caused by the movement or slipping of any part of the land to the south and east of the school site other than that arising directly by virtue of the negligence of the Minister or Controlling Authority or its servants or agents.
- 29. THE Minister shall be responsible only for the normal maintenance of the retaining walls on the School premises and all other expenditure in respect of the retaining walls on the School premises shall be the responsibility of the Proprietor.
- 30. THE Minister shall subject to Clause 3 (d) and (e), Clause 28 and Clause 29 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.
- 31. THE effective date of this Deed of Agreement shall be the 9th day of June, 1982.
- 32. 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.

T- +PM

SIGNED by JOHN PATRICK KAVANAGH The Roman Catholic Bishop of the DIOCESE of DUNEDIN a Corporation Sole, and Sealed with his Seal of Office in the presence of :

ph P Lind format

Ullen

P Roher Chancellor of the Dioceane Duneden.

SIGNED FOR AND ON BEHALF OF HER

MAJESTY THE QUEEN by MERVYN LANGLOIS

WELLINGTON Minister of Education in

the presence of :

M. Johlen 12 Hohiria Road Hataitai.

Wellington, 3.

(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, school buildings, Convent, Hall-Chapel, and other improvements owned by the Roman Catholic Bishop of the Diocese of Dunedin, situated at Main Road, Green Island, New Zealand, being known as St Peter Chanel School, Main Road, Green Island, New Zealand, 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 1.6198 hectares more or less, situate in Borough of Green Island being Part Lot 1, Deposited Plan 9196, and being Part Sections 83, 84, 85, 95, 96 and 102, Block V, Lower Kaikorai District, and being all that land in Certificate of Title, Volume 48 Folio 1492 (Otago Registry).

Interests at date of issue:

Appurtenant to part herein 549 square metres is a Right of Way over Part Lot 4 D.P. 9196 (C.T. 4B/1491) created by Transfer 346612.

Subject to Right of Way over part appurtenant to portion of part Lot 4 D.P. 9196 (C.T. 4B/1491) created by Transfer 346612.

SECONDLY all that freehold parcel of land containing 3860 square metres more or less situate in the Borough of Green Island being Section 116, Block V, Lower Kaikorai District, and being all that

+ PD

land in Certificate of Title, Volume A2 Folio 164 (Otago Registry).

347160 Gazette Notice taking part (48 square metres) for road and taking (835 square metres) for better utilisation from and after 13th October, 1969 - 21.10.1969 at 10.10 a.m.

THIRDLY all that freehold parcel of land containing 1.0721 hectares more or less situate in the Borough of Green Island being Lots 25, 26 and 46, Deposited Plan 7529, and being Part Sections 84, 85 and 86, Block V, Lower Kaikorai District, and being all that land in Certificate of Title, Volume 8A Folio 263 (Otago Registry).

Subject to reservations and conditions imposed by Section 59 of the Land Act 1948.

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

+.P.K

D

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 the Hall-Chapel and the land immediately surrounding the same more particularly hatched in blue on the said plan AND a reservation in favour of the part of the Proprietor's land that is not part of the school premises of full rights of access inter se and of ingress and egress to and from that part of the Proprietor's land over the access thereto shaded brown on the annexed plan from and to Main Road, Green Island.

P

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.

In those cases where the words "half cost to be met by education board" appear in relation to particular works, the buildings supervisor of the Otago Education Board shall draw up the specifications for such particular works and the proprietor shall obtain his approval to the contractor and to the price before commencing such works. 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:

| | | 9.6.82 | 31.3.83 | 31.3.84 | 31.3.85 | 31.3.86 | 31.3.87 |
|---|--|-------------------|-------------|---------|---------|--------------|---------|
| | SITE | | | | | | |
| | East boundary fence: straighten several posts and | | - | | | | |
| | replace several rotten rails | | × | | | | |
| | Entrance block fence: replace one top block | | × | | | | |
| | North boundary fence: rewire several sections of | | | | | | Mona |
| | mesh netting to the pipe rail | 1 | × | | | | 2 |
| | ue o | - | *4 | | | | 1 |
| | Replace door on the letter box | | × | | | | v) de |
| | the area | | | | | | |
| | fence and asphalt drive | | × | | | | |
| | Weedkill all grass and weeds growing in the concrete | mag menyali vili | - | | | | |
| | | de-pat West | × | | | | |
| | Top dress with asphalt or plaster all sunken | | | | | | |
| | | er greenwald (The | 2 \$ | | | | |
| | Refit drain inspection plate adjacent to Area 1 to | | | | | | |
| | | | × | | | | |
| | ū | | × | | | | |
| | Topdress 70 sq metres of asphalt in front of | - | | | | | |
| | | | × | | | | |
| | acent to the | War and a second | × | | | | |
| | Replace broken water sump grating in the centre | | | | | | |
| | · · · · · · · · · · · · · · · · · · · | | × | | | - Aurorita - | |
| ٠ | EXTERTOR BLOCK 1 | | | | | *** | |
| | 1000 | | | | | | |
| | paint | | . 3 | - | | | |
| | be met by Education Board) | | 100 | | × | | |
| | | Zar | | | 100 | | |
| | | | | | / // / | | |
| | | | | | | | |

ST PETER CHANEL SCHOOL, GREEN ISLAND

| EXTERIOR BLOCK 1 (CONTD) | 9.6.82 | 31.3.83 | 31.3.84 | 31.3.85 | 31.3.86 | 31.3.87 |
|--|--------|------------|---------|---------|---------|---------|
| Area 1 Provide flashing over fascia Refix and repair downpipes Repair drinking fountains Repair several door holders Repair several door holders Repair fancia west wall Repair fancia west wall Repair fancia west wall Repair over notten window cover boards on the north wall Replace several rotten window cover boards on the north wall Replace leaking WC pan Area 1 Replace lod carpet with impervious Replace old carpet with impervious Area 2 Repair blinds Repair footh ardware Repair footh ardware Repair blinds Area 5 Repair blinds Replace faulty window cords Area 6 Repair blinds Replace faulty window cords Area 7 Repair blinds Repair lino Repair lino Repair lino Repair linds Repair blinds Repair linds Repair blinds Repair linds | | ********** | | | | - 22 - |
| 7 | | **** | | | | |

| はしつなり 1 (人) | | | | | | |
|---|--|--|---------|---------|---------|---|
| | 9.6.82 | 31,3,83 | 31.3.84 | 31.3.85 | 31.3.86 | 31.3.87 |
| Redecorate all areas in block Revarnish all wooden floors in block Fit metal edging to lino at all doorways in block | e en indicato e incomprendente permanen en | × | | | ×× | - |
| Structural Replace brick wall connecting with Block 2 with a lighter material or structurally strengthen wall to MWD standards and isolate from classrooms | The state of the s | | × | | • | |
| Mechanical Areas 1 & 2 upgrade heating to state school standards | | act-ant self-in dis resemblanção (4 gr-ape | | | • | |
| Areas 5, 8 & 11 secure storage heaters to the building fabric against earthquake forces | | . × | × | | | |
| Electrical Upgrade lighting to state school standards in areas 5, 8 and 11 | | | × | | | 23 - |
| Fire Protection Means of Egress Areas 5, 8 and 11 Extend the landing from the secondary egress doors so that the doors, when open do not overlap a step | × | and definition that the state of the state o | | | | *************************************** |
| Extinguishing Equipment Provide 2 hose reels fitted with 25 m of 13 mm tubing fitted on the external wall under the covered way, one outside area 5, the other outside area 11. | | | | | | . ' |
| Fire Alarm Nostall a fail safe manual fire alarm system with a bell under the covered way of area 5 and one manual call point in area 3 with provision to extend to other Blocks | × | THE CONTRACT OF STATE | 7.11 | | 11 de x | |
| Fire Hazard Remove the portable heater from area 2 | 726 | x tal | *** | | | |

| ST PETER CHANEL SCHOOL, GREEN ISLAND | AGREE | AGREED PHASING (| OF WORK TO | BE COMPLETED | STED BY | 4 |
|---|--|---------------------------------------|-------------|------------------------------|--------------|--------------------------------|
| | 9.6.82 | 31.3.83 | 31.3.84 | 31.3.85 | 31.3.86 | 31.3.87 |
| EXTERIOR BLOCK 2 | | | | | | |
| downpipe pouting | animining gang and all the | ×× | | | | |
| kepiace broken vents Repair incinerator door Replace rotten window beads north wall | ROOM LANGUAGE | ××× | | *** | | |
| several window infill panels north sill and stile of one window north | nakajar regulariseks despres | b4 b4 | | | | |
| | Education to America | · · · · · · · · · · · · · · · · · · · | | × | • | - |
| INTERIOR BLOCK 2 | Ni Franco, companie de servic | | | | | |
| Area 14 Repair blinds | and or a second sec | × | | | | ****************************** |
| Repair floor | | * | | . : | · · | |
| Replace faulty window cords | munifania ne | × × | | | | - 6 |
| Replace faulty | orannica ansa | × | | | | 24 |
| Area 13 Kepair 11no Replace tower bolt on the main door | · | X X | | | | · Armetonatives |
| | n pa cut- re | × | | e Commande de park accept | | |
| Ease top windows | - | × | Mill Mickey | · | | |
| Replace faulty window cords | BBBO-HETPFON(14 | 34 P | | | | |
| 18 | 100 AGE WILLIAM | < × | | | | - |
| Repai | والمراورة والمرا | X | | ula branchi (Marya) | | |
| | d-77 N 54-9 | × | | · · | | |
| | www. | × | | worker s omethi | | |
| Repair blinds Repair floor | Tyropia Balanci | * > | | | 1980. | |
| 0 | · | < × | | | | |
| | | × | | | | |

× ×

Interior-General
Redecorate all areas in block
Revarnish all wooden floors in block
Tit metal edging to lino at all doorways in block

| Β¥ |
|-----------|
| COMPLETED |
| TO BE (|
| F WORK IC |
| OF WORK |
| PHASING |
| AGREED |

ST PETER CHANEL SCHOOL, GREEN ISLAND

31.3.87 25 × 31.3.86 31.3.85 × 31.3.84 × 31.3.83 × ×× × 9.6,82 × × × 20 Provide 2 hose reels fitted with 25m of 13mm hose Fire Alarm Interconnect into the fail safe system strung across and suspended from walls in area 14 Reduce immediately the excessive amount of paper in block 1 by installing 1 bell outside area 20 Fire Hazards Secure electric storage heaters in areas 14, 17 Provide secondary egress from areas 14, 17 and and position one reel outside area 14 and the Upgrade lighting to state school standards in areas 14, 17 and 20 Repaint exterior excluding the aluminium roof either by communicating non locking doors or doors opening direct to the outside of the (half cost to be met by Education Board) and 20 to the building fabric to resist Reinsulate pipe to water cylinder Replace one sub-standard WC pan Replace one defective WC seat other reel outside area 20 (CONTD) Extinguishing Equipment Replace aluminium roof Repair roof flashings exterior door r toilet doors earthquake forces ~ Fire Protection Means of Egress INTERIOR BLOCK INTERIOR BLOCK EXTERIOR BLOCK Mechanical Remair walls Electrical building Area 24 Repail Repai

N

| INTERIOR BLOCK 3 | ÷ 6.82 | 31,3,83 | 31.3.84 | 31.3.85 | 31.3.86 | 31.3.87 |
|--|--|--------------|--|--|---------|---|
| 24 (Conto | ************************************** | ×× | | - Control of the Cont | | |
| r sparge pipe r main door fur | | : × × | | | | |
| Area 25 Replace three sub-standard WC pans Replace tower holt catch on one toilet door | | × × : | | | · · · | |
| two doors | | ×; ; | | | • | ue v |
| ace four louvre | | ××× | | | | |
| Area 27 Replace one sub-standard WC pan | | × | •. | : | | |
| Interior-General Redecorate all areas in block | | | and the second s | × | · | *************************************** |
| Mechanical Insulate the exposed domestic hot water pipes in and around areas 24 and 26 and protect | | | | | , | - 26 |
| from weather | | × | | | , | • |
| ; ; ; | | | | | | |
| Repaint all covered ways including roof (half | | | | | | |
| Covered Way - a | | | | × | | • |
| Repair woodwork adjacent to area l Covered Way - g | | × | | - | | |
| ជ្ជ រ | | × | | | | |
| oo f | | 1 | | | - | |
| | | × | | - | | |
| al 1 power and | | | , , , , , , , , , , , , , , , , , , , | | | - |
| Action circuits and provide separate meters Replace the underground service main with a | | × | | r | | |
| cable more suitable for underground u | | HAR | | 1101 | | Helpt |

9

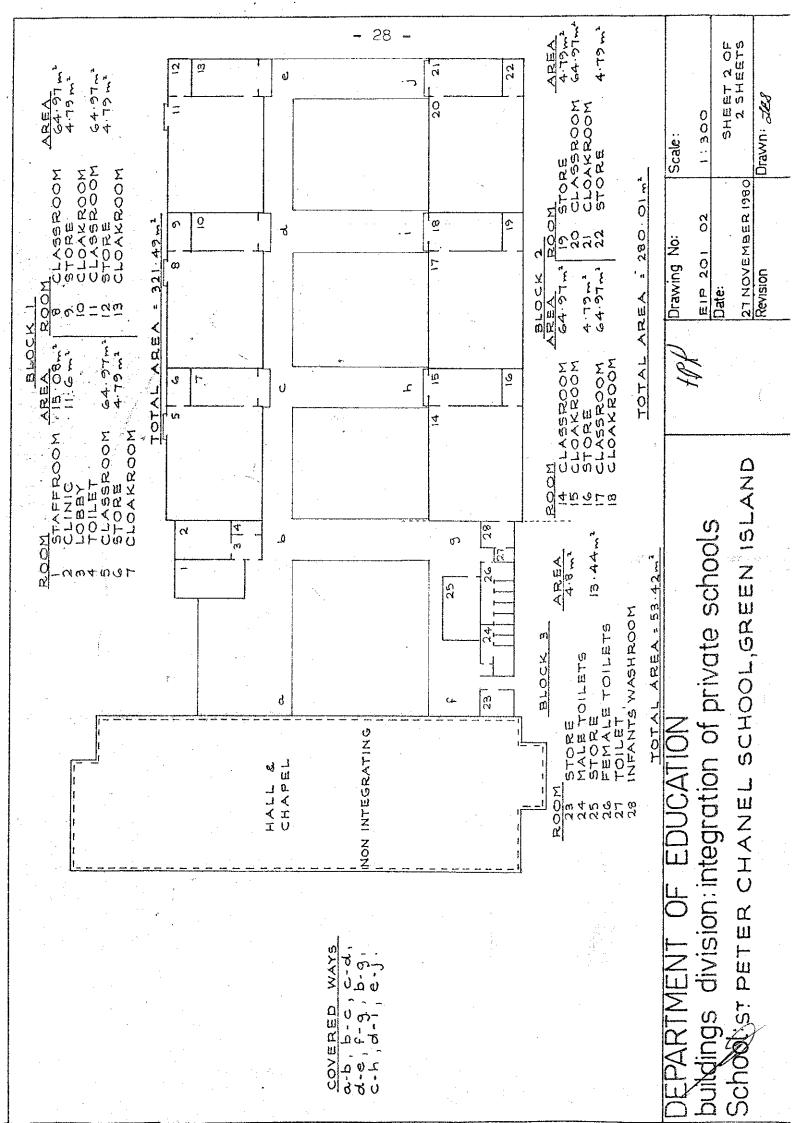
AGREED PHASING OF WORK TO BE COMPLETED BY

ST PETER CHANEL SCHOOL, GREEN ISLAND

| ΒY |
|-----------|
| COMPLETED |
| BE |
| 10 |
| OF WORK |
| OF |
| PHASING |
| AGREED |
| • |
| |
| |

ST PETER CHANEL SCHOOL, GREEN ISLAND

| | 9.6.82 | 31.3.83 | 31.3.84 | 31.3.85 | 31.3.86 | 31.3.87 |
|--|--------|---------|---------|---------|---------|---------|
| Electrical-General (Contd) Replace the underground sub-mains to Blocks land 2 and install in the existing covered ways Adjust the time switch on the main switchboard to take advantage of the cheap rate available for the storage heating | | × | | | | × |
| Building Requirements Provide by new construction or remodelling the following: Bookroom of 28m ² Casualty sickroom of 9m ²) I WC, WHB for female staff) I WHB for girls I WHB for poys I STDU for female staff) I STDU for girls toilet) I STDU for girls toilet) I STDU for girls toilet) I stouture and Equipment Upgrade furniture to state school standards in areas 1, 2, 3, 5 and 6 of Block 1 | | ×× | X X | | • | - 27 - |
| | | | | | | |
| | 7 | | | | | |



FOURTH SCHEDULE,

Private

| Schedule of etaff | appointments Integration Act | to St.Peter Chanel | School, DUNEDIN | under Sections | 65(1) & 66 of the P |
|--|---------------------------------|--|--|---|---|
| Total Staff Entitlement of School | 1 | Jirectur of Studies to be studies to be supported to the studies of the support o | Religious Senior Teacher Amior Classes to be Aprointed Classes to be Aprointed under S.55 [1] [d] Private Schools Conditions Integration ional Integration Act 1975 Namber of Staff to be so Appointed | Religious Instruction Religious Instruction Resitions of Importance Konstruction Conferment S.65 (1) (c) of Private Schools Conditional Integration Act 1975 Kumber of Staff to be so Appointed (See Footnote No. 7 to this Schools | Deputy Principal to be Appointed Colors Conditional Internation Act 1975 Manber of Staff to be so Appointed |
| Colum 1 | Column 2 | Column 3 | Column 4 | Column 5 | Column 6 |
| 20 22 22 22 22 22 22 22 22 22 22 22 22 2 | ****************** | • | * | | 1 1 1 2 मिना में जा नो |

1. The above Schedule has been prepared for use when the staffing entitlement of the School alters at any time during the currency of this Beed 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 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 1973 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) smust apply to the number of other positions indicated in the Column and may be made up of teachers appointed that statistical has a total statistic entitiement of up between these should be at least one appointed as a permanent Scale A Teacher and in schools with a total statistic entitiement of between their and flowen there should be no appointed as permanent Scale A Total achools with a total statistic of between interes and them should be no appointed as permanent Scale A Total. The School as at the effective date hereof has a staffing entitlement of FIVE (5) teachers