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

- 1. THAT the Minister and the Proprietor HEREBY AGREE that the School is to become an integrated School pursuant to the Private Schools Conditional Integration Act 1975.
- 2. THE School's Special Character as is hereinafter described, shall incorporate the Education with a Special Character as provided in the School AND IT IS HEREBY AGREED AND DECLARED that the School shall at all times in the future be conducted and operated so as to maintain and preserve the School's Special Character and these presents shall be interpreted so as to maintain and preserve the Special Character of the School.
- 3. ON behalf of the Proprietor it is hereby agreed that:-
- (a) The Proprietor is the owner of all the land and improvements more particularly described in the First Schedule hereto (hereinafter referred to as "the Proprietor's land") and of which for the purposes of this Deed of Agreement, the School premises form part only. The School premises for the purposes of this Deed of Agreement being the land and improvements more particularly described in the Second Schedule hereto (hereinafter referred to as "the School premises").
- (b) The Proprietor shall set apart and appropriate as owner all the School premises except the boarding establishment 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 -



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PROVIDED THAT

- (i) The School premises and all the chattels and other assets associated with the School premises shall be available for use by the boarders (boarders are those pupils who attend the Proprietor's boarding establishment which is not part of the integrated School) for preparatory study and research or other similar use and recreational purposes during non-school time PROVIDED THAT the Proprietor shall contribute to the lighting and heating costs according to such use.
- 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 or boarding purposes and the Board of Governors shall not unreasonably or arbitrarily withhold its consent. The Board of Governors may require the Proprietor or other person or persons to pay a reasonable fee to the Board of Governors as a condition of such use.
- (iii) With the consent of the Proprietor, the Board of Governors may grant the use of the School premises or chattels to other person or persons at any time when the School premises and chattels are not required for School or boarding purposes and the Proprietor shall not unreasonably or arbitrarily withhold its consent. The Board of Governors may require any such person or persons to pay a reasonable fee to the Board of Governors as a condition of such use.
- (iv) The Board of Governors may with the consent of the Proprietor use for school purposes part or parts of the land and buildings and chattels retained by the Proprietor as the boarding establishment and the Proprietor shall not unreasonably or arbitrarily withhold its consent where the time of use does not conflict with the use of the same for boarding purposes and the use itself contributes to the maintenance of the Special Character of the School.

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- As at the effective date certain chattels used in conjunction with the School and not purchased with money appropriated by Parliament represent donations presentations or loans to the School and/or have some special intrinsic and/or historic value and it is acknowledged that such chattels shall remain the exclusive property or responsibility of the Proprietor notwithstanding that the Proprietor may continue to allow the School the use of them. Such chattels are more particularly described in the Fourth Schedule hereto (hereinafter referred to as "the Proprietor's chattels").
- (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.
- 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

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are regarded by the Proprietor as appropriate to maintain the Special Character of the School.

- (g) The Proprietor shall insure all the buildings forming part of the School premises and the Proprietor's chattels owned or held upon trust for the purposes of the School and the other assets owned by the Proprietor for the purposes of the School against risks normally insured against, in some responsible insurance office in New Zealand, and further acknowledges the obligation on it created by Section 40(2)(h) of the Private Schools Conditional Integration Act 1975.
- or in part out of moneys appropriated by Parliament, shall be paid by the Proprietor or its 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.
- (i) The Proprietor's adjoining boarding establishment is not being integrated and accordingly the Proprietor shall be entitled to pay to persons employed at the School who accept secondary employment with the Proprietor fair and reasonable remuneration for boarding duties and/or work in respect of the boarding establishment. In the case of the Principal the Proprietor shall also be entitled to pay fair and reasonable remuneration for the general supervision of the whole of the boarding establishment.
- 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



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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 girls only established by the Society of the Sacred Heart for the Roman Catholic community of the Diocese of Auckland 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 Auckland.

- 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;
- 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 it 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



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and described in this Deed of Agreement is no longer preserved and safeguarded.

- 7. (a) THE Controlling Authority of the School shall be a Board of Governors as constituted pursuant to the provisions of Section 51 of the Education Act 1964 and Regulations made thereunder. Such Board of Governors shall consist of eleven (11) members, such eleven (11) members being:-
 - (i) One (1) member appointed by the Education Board of the Auckland Education District
 - (ii) One (1) member elected by the teachers of the School

 PROVIDED HOWEVER that no member so elected
 may be appointed a Chairman or Deputy Chairman
 of the Board.
 - (iii) Five (5) members elected by the parents of the pupils attending the School.
 - (iv) Four (4) members who shall be representatives of the Proprietor and appointed by it.
 - Any election conducted pursuant to Section 8(5) of the Private Schools Conditional Integration Act 1975 shall be conducted as nearly as possible in the manner prescribed by the Secondary School Boards Administration and Employment Regulations 1965 and any regulations made in amendment thereof or substitution therefor and the provisions of those Regulations shall, with any necessary modification, be applied accordingly.
 - (c) 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.

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- 8. THE School had a roll of four hundred and thirty-four (434) pupils made up of eighty-four (84) boarders and three hundred and fifty (350) day pupils in Forms III VII at the 1st day of July 1982, and one hundred and twenty-two (122) day pupils in Forms I -II at the 30th day of September 1982, both dates 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 six hundred (600) pupils made up of a maximum of four hundred and seventy-five (475) pupils in Forms III VII of whom no more than three hundred and ninety-five (395) may be day pupils and not more than eighty (80) shall be boarders until the boarding establishment is discontinued and a maximum of one hundred and twenty-five (125) Forms I II day pupils.
- 9. THE Proprietor agrees that pursuant to paragraphs (d) and (e) of Clause 3 of this Deed of Agreement it 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 Regional Superintendent of Education 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 thirty (30) pupils out of the total roll of the School and the Board of Governors shall not enrol more than that number PROVIDED THAT to maintain and preserve the Special Character of the School the Board of Governors in classifying such pupils so enrolled shall endeavour to reasonably distribute them through the range of classes offered by the School.

- Pupils who attend the Proprietor's boarding establishment shall be entitled to be enrolled at the School <u>PROVIDED</u>

 THAT a pupil who would not have preference of enrolment by virtue of these presents shall not have preference of enrolment by reason only of his attendance at the Proprietor's boarding establishment.
- Wherever any difficulty arises related to enrolment at the School in terms of the Private Schools Conditional Integration Act 1975, it may be referred to the appropriate Secondary Enrolment Review Committee.
- 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 Auckland 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 its 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.

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13. THE Proprietor, together with its 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 it to exercise the powers and carry out the responsibilities vested in it and imposed on it 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 and shall, provided that the Proprietor and the Controlling Authority agree, state that a willingness and ability to assume responsibility to the Proprietor for the daily control and administration of the Proprietor's boarding establishment and for the development and conduct of the boarding pupils shall be conditions of appointment and may state that a willingness and ability to assume responsibility to the Proprietor for the general supervision of the whole of the School property (excluding the integrated School premises for which the Principal is responsible to the Board of Governors) 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. AN advertisement for any teaching position at the integrated School other than that of Principal may state that the appointee will be expected to undertake under the employment of the Proprietor duties including assistance with the control administration and supervision of the Proprietor's boarding establishment.

16. 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 a position of



responsibility and 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.

- 17. 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.
- 18. THE position of Head of the Intermediate Department and one (1) other position in the Intermediate Department shall in accordance with Section 65(1)(c) of the Private Schools Conditional Integration Act 1975 be designated positions of importance carrying a responsibility for Religious instruction and an advertisement for these 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 persons so appointed to these positions shall accept these requirements as a condition of appointment. In the event of the staffing entitlement of the Intermediate Department altering at any time during the currency of this Deed of Agreement, the number of positions other than Head of the Intermediate Department designated positions of importance carrying responsibility for Religious instruction shall be assessed in accordance with the Fifth Schedule hereto.
- 19. THE staffing entitlement of the Form III to Form VII section of the School as at the 1st day of March One thousand nine hundred and eighty two (1982) was twenty-one decimal seven six (21.76) positions (excluding the Principal and the Director of Religious Studies) of which there shall be nine



(9) 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 persons so appointed to these positions shall accept these requirements as a condition of appointment. In the event of the staffing entitlement of the Form III to Form VII section 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 in the same proportion to the nearest whole number of the other teaching positions as nine (9) is to twenty-one decimal seven six (21.76) as hereinbefore provided.

20. 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.

21. THE Proprietor may with the consent of the Board of Governors 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.



22. 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.

23. IT is agreed by and between the parties hereto that the Proprietor shall have the right at its sole discretion to refuse residential enrolment as a boarder to any child and shall have the right to require parents or other persons accepting responsibility for any child to remove that child from the boarding establishment.

24. 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.

25. THE School is a Secondary Day and Boarding School from Form Three (III) to Form Seven (VII) for girls only, with an attached Intermediate Department 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.



- **26. 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 Board of Governors shall contribute to such costs according to their respective use of the services and facilities.
- 27. IT is acknowledged by and between the parties hereto pursuant to clause 26 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. particular, the accessways from Victoria Avenue, 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 26 hereof. If practicable the power supply to the School premises shall be separately metered at the expense of the Proprietor. Where such services or facilities are wholly or partly situated outside the School premises the Proprietor will continue to make such services or facilities available to the School premises. Where such services lie wholly or partly within the School premises, the Board of Governors 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.
- **28. 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.
- **29. WITH** the agreement of the Board of Governors the Proprietor may receive and issue receipts for the amounts payable to the Board of Governors by the parents of the pupils. Any moneys collected by the



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Proprietor on behalf of the Board of Governors shall be accounted for to the Board of Governors.

- 30. THE Proprietor will make a house property available for a school caretaker's residence as and when it may reasonably be required by the Board of Governors and at that stage the Board of Governors shall assume responsibility for the maintenance of such a house property and shall be entitled to receive the rent therefrom.
- 31. THE Proprietor agrees to maintain Blocks D, F, and S more particularly shown on the plan forming part of the Second Schedule hereto so as to meet Department of Education and Ministry of Works and Development requirements during the period of their use by the School. The Minister shall be responsible for the running or operating costs associated with the use of the said Blocks in particular the power supply, water, sewerage, drainage and cleaning costs.
- 32. 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 forming part of the school premises other than that arising directly by virtue of the negligence of the Minister, the Controlling Authority or their servants or agents.
- 33. THE Proprietor agrees to make available at all times access over area 76 more particularly shown on departmental drawing number EIS 16503 and area 101 more particularly shown on departmental drawing number EIS 16507 which form part of the **Third Schedule** hereto.
- 34. 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.

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- 35. 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.
- 36. THE Minister shall subject to clause 3(d) and (e) clause 28, clause 31, and clause 32 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 and subject to clause 3(b(x)) 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 Minister supplies from time to time to comparable State Schools.
- 37. THE effective date of this Deed of Agreement shall be the 30th day of March One thousand nine hundred and eighty-three (1983).
- 38. 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.



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| THE COMMON SEAL of THE SOCIETY) OF THE SACRED HEART TRUST) BOARD was hereunto affixed by and in) the presence of:- | |
|---|--|
| The Seal of THE SOCIETY OF THE SACRED HEART TRUST BOARD W. F. Mahar | Trustee Trustee |
| | |
| SIGNED for and on behalf of HER) MAJESTY THE QUEEN by MERVYN) LANGLOIS WELLINGTON Minister of) Education in the presence of:- | recing a |
| S. P. Berry. | So King George Ave |
| 818. Balmwal Ra. Authland 3. Retired) | Eo king George Ave Efsom Anekland. |

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 Society of the Sacred Heart Trust Board situate in Victoria Avenue, Remuera, Auckland being known as Baradene College, Remuera 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 5.6124 heactares more or less being Lot 14 Deposited Plan 44273 and being part Allotments 86, 87, 88 and 90 Section 16 Suburbs of Auckland and being all that land in Certificate of Title Volume 1568 Folio 98 (North Auckland Registry)

Subject To

- Building line restriction contained in K60780 (affects Southern Boundary)
- 259146.1 Mortgage to Housing Corporation of New Zealand
- 954136.1 Mortgage to Bank of New Zealand.

SECONDLY all that Freehold parcel of land containing 1985 square metres more or less being Lots 1 and 2 Deposited Plan 44273 and being part Allotments 88 and 90 Section 16 Suburbs of Auckland and being all that land in Certificate of Title Volume 45A Folio 807 (North Auckland Registry)

There are debts owing by the Proprietor to the Society of the Sacred Heart Trust Board of New Zealand, the Housing Corporation of New Zealand and the Bank of New Zealand.

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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 annnexed 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 Blocks A1, A5B, G, H, I and J more particularly delineated in blue on the annexed plan those areas of Block A2 which are more FURTHER EXCEPTING particularly shown as non-integrating on departmental drawings numbered EIS 16504 and EIS 16505, those areas of Block A3 which are more particularly shown as non-integrating on departmental drawing number EIS 16506, those areas of Block A4 which are more particularly shown as nonintegrating on departmental drawing number EIS 16507 and those areas of Block A5A which are more particularly shown as non-integrating on departmental drawing number EIS 16508, which drawings form part of the Third Schedule RESERVING NEVERTHELESS to those excepted portions full rights of access and of ingress and egress over the access ways shaded yellow on the annexed plan from and to Victoria Avenue, Remuera, Auckland.

M. J. M.

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BARADENE COLLEGE, REMUERA

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

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

THIRD SCHEDULE

to be carried out by tradesmen or in a workspecifications for such particular works and the proprietor shall obtain his approval to the contractor works, the property supervisor of the Regional Office of the Department of Education shall draw up the In those cases where the words "half cost to be met by Department" appear in relation to particular and to the price before commencing such works. All work is manner to the Department of Education standards. manliké

31.3.88 BY: COMPLETED 31.3.87 31.3.86 TO BE WORK 31.3.85 AGREED PHASING OF 31.3.84 30,3,83

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× Clean filter collection cages south end of pool Replace broken concrete slabs to north and east sides of ⋖ Provide stone wall of equal height to gates from main to rear of Block Provide two anchor posts and lockable chain across Main entrance Victoria Avenue and main exit gate Sonia Avenue Seal area adjacent to Block B north side corner Shore Road and Victoria Avenue Seal area used for parking adjacent Rewire and re-strain fence bounding Upgrade fences north side of courts Seal area between Blocks A and B boundary line to gate posts entrance from Shore Road Swimming Pool - BLOCK M Basketball Courts pool surrounds Boundary Fences Sealed Areas Reseal court Entrance



| REMUERA | |
|----------|--|
| COLLEGE, | |
| BARADENE | |

AGREED ASING OF WORK TO BE COMPLETED BY

| SITE (cont'd) | 30,3,83 | 31,3,84 | 31.3.85 | 31.3.86 | 31.3.87 | 31.3.88 |
|---|---------|---------|---------|---------|---------|---------|
| Incinerator Provide wire cage surround consisting of pipe supports and cyclone mesh Provide waterproof canopy over top of whole structure | | ×× | | | | |
| Drinking Fountains Provide overflows to drinking fountains adjacent to Blocks A and B | | × | | | | |
| Tennis Courts Reseal and remark courts Provide strainer wires to mesh fences | | × | | , | | × |
| BLOCK A3 | | | | | | |
| Exterior Coat exterior walls with a waterproof paint system Repaint all exterior joinery Repair all spalled sections of plaster and waterblast | | | | ×× | | |
| to painting damaged 100mm soil pipes on south side of damaged vent pipes in same area | | | | ××× | , | ~21~ |
| Interior | | | | | | |
| Areas 1 and 2 Lay seamless epoxy resin floor coating over whole floor area and cove up walls approx 150mm Repaint walls, ceilings and fittings | | | | ×× | | |
| Area 3 Replace broken window catches Patch holes in wall and repaint walls, ceiling and fittings Replace mirror | | × | | ×× | | |
| Area 4 Repaint and revarnish area | | | | × | | |
| Area 5 Repaint walls and ceilings | | | | * | • | |
| wir hung floo | | | | × × × | 8 | |
| C. C | | | | | | |

| BARADENE COLLEGE, REMUERA | AGREED | D. ASING | OF WORK | TO BE COM | COMPLETED BY | · |
|---|---------|----------|---------|-------------|--------------|------|
| BLOCK A3 INTERIOR (cont'd) | 30,3,83 | 31.3.84 | 31.3.85 | 31.3.86 | m | ~ |
| Area 6 Upgrade resource cupboard and repaint walls and ceiling Install full height timber framed gib board lined partition between room and classroom | | | | × | • | |
| .1s a | | - | - | × : | | |
| no I | | | | × × | | |
| ន | | | | × ××; | | |
| Area 9 Provide sheet vinyl to floor Repaint walls and ceiling Revarnish all fittings | | | | < ××> | | |
| Area 10 Provide vinyl to floor Reglaze cracked window Repaint and varnish | | × | | < × × | | -22- |
| Area 27 Provide sheet vinyl to floor Repaint and varnish Upgrade display boards | | | | : ××× | | |
| Area 28 Repaint and varnish Repair broken sash cords and catches | | × | | < × | | |
| Area 38 Revarnish | | | | > | | |
| Area 39 Repaint and varnish | - | | | < × | | |
| BLOCKS A2 and A4 BLOCKS A2 and A4 Exterior Coat-exterior walls with waterproof paint system Repaint all joinery | | | | : ×× | 8 | |

| ewa | 2 | 3 |
|-----|---|---|
| | | |

AGREED ASING OF WORK TO BE COMPLETED BY

| | | | | | , |
|--|-----------------|---------------------------------------|-------------|--|---------|
| BLOCK A BLOCKS A2 and A4 (cont'd) | 30.3.83 31.3.84 | 31.3.85 | 31.3.86 | 31.3.87 | 31.3.88 |
| Exterior (cont'd) Repair all spalled plaster Replace rusted spouting on dormer windows Sandblast repair and repaint metal fire-escape on south side | | | ×× × | | |
| Interior | - | | | _ | |
| Area 11 Repaint and varnish | | | . × | | |
| Area 12 Repaint and varnish walls, ceilings and staircase | | | × | | |
| | | | : × | | |
| Area 14 Repaint and varnish | | | × | | |
| Area 15 Provide vinyl to floor Repaint and varnish | | | ×× | | -23 |
| Area 16 Repair and resurface all bench tops Repaint and varnish room Provide vinyl to floor | | | × × × | | |
| Area 17 Repaint and varnish | | | × | | |
| Area 18 Provide vinyl to floor Repaint and varnish | | | ×× | ,,,,,,,,, | |
| Area 20 Repaint and varnish | | · · · · · · · · · · · · · · · · · · · | × | ************************************** | |
| Area 21 Repaint and varnish | | ; | × | | |
| Area 22 Replace vinyl Repaint and varnish | | | ×× | 6 | |
| Provide new vinyl to floor | | | ×× | 5 | |

| ~ | 24- |
|---|-----|
|---|-----|

| BARADENE COLLEGE, REMUERA | AGREED | ED F SING | OF WORK | TO BE COM | COMPLETED BY | |
|---|---------|-----------|---------|-----------|--------------|---------|
| ! <u>\</u> | 30.3.83 | 31.3.84 | 31.3.85 | ~ | 31 3 87 | 31 3 80 |
| Area 23a Repaint and varnish walls, ceilings and all fittings Provide vinyl to floor | | | | | 0 | 0 1 |
| Area 24 Repaint and varnish | | | | : × | | |
| Area 25 Revarnish all woodwork | | - | | × | | |
| Area 26 Clean down walls and ceiling and repaint | | | | . × | | |
| Area 40 Repaint and varnish | **** | | | × | | |
| Area 41 Replace missing and cracked tiles Patch damaged plasterwork Upgrade wooden cisterns and paint Replace cracked basin Replace broken window stays Repaint and varnish | | × ×× | | ×××× | • | -24- |
| Area 42 Sandblast, repair and repaint metal fire escape Areas 44, 45, 47 and 48 Refix chrome hot water pipe to wall | | × | | × | | |
| Area 46 Replace broken louvre blade | | × | | | | |
| Area 49 Remove old sanitary incinerator Repair broken window sashes Replace wooden toilets seats with plastic ones Replace four cracked washhand basins Replace coat hooks adjacent to double doors Repair leaking basin wastes Repair hole in beam above light Provide door stop Repaint areas 43-49 inclusive | | × × × | | ** * ** | | |
| Area 50 Repaint and varnish (Half cost to be met by department). Provide sheet vinyl floor covering | | | | × | | × |

| BLOCKS A2 and A4 (cont'd) | | | | | | |
|--|---------|---------|-------------|-------------|---------|----------|
| | 30.3.83 | 31.3.84 | 31.3.85 | 31.3.86 | 31.3.87 | 31.3.88 |
| Repair door lock Repaint and varnish Provide sheet vinyl floor covering | | | | ××× | |) |
| Area 52 Repair door closer Provide door stop Replace lock and furniture Provide sheet vinyl floor covering Repaint and varnish | | - | | **** | | |
| Area 54 Repaint and varnish | | | | × | | |
| Area 55 Repaint and varnish. (half cost to be met by department) | | | | | | × |
| Area 56 Repaint and varnish. (half cost to be met by department) | | • | | : . | | × |
| Area 57 Repaint and varnish. (half cost to be met by department) | | | | | | *** |
| Areas 58 and 59 Repaint and varnish. (half cost to be met by department) | | | | | | 25- × |
| Area 60 Repaint and varnish Repair display boards Provide sheet vinyl floor covering | | | | *** | | |
| BLOCK A5A | | , | | | - | |
| Exterior Coat exterior walls with waterproof paint Repaint joinery | | | - | ×× | | |
| Interior Area 89 Repaint and varnish | | | × | | | |
| Area 90 Repaint Repair roof leaks and water damage to ceiling | | × | × | | | · a/l |
| Repaint and varnish | | × | × | | ? | |

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| BLOCK A5A Interior (Contd) | 30.3.83 | 31.3.84 | 31.3.85 | 31.3.86 | 31.3.87 | 31.3.88 |
|--|---------|---------|-----------|--|---------|---------|
| Area 93 Paint and varnish Remove all rubbish and provide suitable store for scenery | | × × | | | | |
| Area 93A Remove all rubbish and store all props as required above | | × | | This was Bit Said Said Said Said Said Said Said Said | | |
| Area 94 Remove materials and stationery in storage Remove all rubbish Repaint and varnish | | * * * | | | | |
| Area 95 Resurface floor and remark Repaint and varnish | | ×× | | ************************************** | | |
| Area 95A Reglaze broken windows Patch plasterwork Ease binding door Repaint and varnish | | *** | | | . " | ····26 |
| Area 97 Repaint and varnish | | × | | | | |
| Area 98 Repaint and varnish | | × | · · · · · | | | |
| Area 99 Repaint and varnish Structural BLOCK A2 | | × | | | | |
| Remove chimneys, gables and ornamentation Strengthen building to MWD standards | | × | | × | | |
| BLOCK A3 Strengthen building to MWD standards or replace within 20 years | | | | | • | |
| Strengthen buildings within 30 years Strengthen buildings within 30 years Investigate stability of brick walls and remove or Investigate stability of brick walls and remove or Strengthen to MWD standards Safeguard boilerhouse chimney in Block A5A as required by MWD | | | | ×× | . 6 | |

| BARADENE COLLEGE, REMUERA | AGREED | D ASING | OF WORK | TO BE COM | COMPLETED BY | |
|---|---------|----------|---------|-----------|--------------|---------|
| BLOCK A (Contd) | 30.3.83 | 31.3.84 | 31.3.85 | 31.3.86 | 31.3.87 | 31.3.88 |
| Mechanical Areas 9,10,13,15,16,18,23,26,29,30, 50-53,55,58,and 66 Upgrade heating to state school standards Remove 'CROX' fittings in areas 10 & 16 and replace | | | | × . | | |
| al iqht fittin | | ≺ × - | | | | |
| 13,15,16, ing to st | | ; | | . × | | |
| non-integrating are D standards where integrating areas a boards | × | | | × | · | |
| Area 23 Provide a cover and circuit legend to switchboard | | | | × | | |
| Areas 62 and 63 Protect exposed wiring | | × | ! | | • | -27- |
| Area 63 Provide enclosing cover and circuit legend to switch- | | · | | | | |
| Area 67 Blank off unused lamp fitting | × | × | | | | |
| Area 93 Provide earth connectors to spot lights and replace metal clad resistance dimmer unit | | × | | | , | |
| Fire Protection Means of Egress | | | | | - | |
| Area 5 Repair the damaged sash cord window and check remaining windows for operation | × | | | | | |
| Area 6 Seal Off the wired glass transom light above the entry door to areas 5 and 6 | × | | | | ·· B | ./ |
| Athe exterior door | × | | | | | |

| BLOCK A Fire Protection (Contd) | 30.3.83 | 31.3.84 | 31.3.85 | 31.3.86 | 31.3.87 | 31.3.88 |
|---|---------|---------|---------------------------------------|---------|---------|-------------|
| Area 22 Install a half hour fire rated partition and smoke stop door at foot of stairs and entrance | × | | | | | · |
| Areas 27 and 28 Install an exterior steel fire escape landing and normal going stairs and provide an access door from each room to escape landing | × | _ | | | | |
| Area 37 Replace plain glass panels facing stairs with fixed georgian wired plate glass or a fire resistant material | × | | | | | , |
| Area 50 Seal off the vents into the stairway and seal off the wired glass transom light above the entrance door into this area | × | | | | | - 28 |
| Areas 50, 51 and 52 Check the folding doors between each area and clear classroom equipment from these doors or install approved lock sets on these doors back into the corridor from these areas | × | | | | | 3- |
| Area 53 Clear the access to the alternative egress door, indicate the door with an approved exit sign and install an approved lock set | × | | | | • | |
| Areas 60 and 62 Install approved lock sets to alternative egress doors | × | | · · · · · · · · · · · · · · · · · · · | | - | , |
| Areas 95, 95A and 90 Indicate all exit doors with exit signs | × | | | | | |
| Area 90 Install panic bolts on exterior doors from area | × | | | | | |
| | | | | |) | . / |

AGREED ! ASING OF WORK TO BE COMPLETED BY

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BARADENE COLLEGE, REMUERA

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| BARADENE COLLEGE, REMUERA | AGREED | ED 1 SING | OF WORK | TO BE COM | COMPLETED BY | |
|---|---------|-----------|-----------|-----------|--------------|---------|
| ļ | 30.3.83 | 31.3.84 | 31,3,85 | 31.3.86 | 31.3.87 | 31.3.88 |
| Fire Protection (Contd) Fire Equipment Areas 4 and 11 Install a 9 litre water CO ² extinguisher in each area Install a 3.5kg CO ² extinguisher at area 93 lighting console Resite the 3.5kg CO ² extinguisher from area 11 to area | ×× | - | | | | |
| 23 Fire Alarm Install a call point at the exterior doors of areas 4 and 22 | × × | | | | | |
| Oil Fired Boiler Rooms Area 23 Install a 2 hour fire resistant door on the brick wall opening into the space under the stairs and remove existing door | | | | × | | -2 |
| Area 25 Install a 2 hour fire resistant door and remove existing door Remove laundry drying racks from area 23 and lock off door into laundry | | | | ×× | | 29- |
| Emergency Lighting . Extend the emergency lighting system to the hall | × | | | | | |
| General Remove all portable heaters Reduce amount of banda fluid to 15 litres or less | ×× | | 7-17-10-1 | | | • |
| Exterior Repaint and stain, including area 123 Replaster rough concrete beams over windows north wall Repaint seating Repair crack GEW downpipe collar south west corner | | × | ××× | | ·· (f) | |
| | | | | |) | |

AGREED 1 (SING OF WORK TO BE COMPLETED BY

| BLOCK B (Contd) Interior | 30.3.83 | 31.3.84 | 31.3.85 | 31.3.86 | 31.3.87 | 31.3.88 |
|---|---------|---------|------------|---------|---------|-----------|
| Area 124 Weld vinyl seams Repaint and varnish. (half cost to be met by department) | | × | | | | × |
| Area 125 Weld vinyl seams Repaint and varnish. (half cost to be met by department) | | * - | | | | × |
| Area 126 Repaint. (half cost to be met by department) Weld seams in vinyl Ease door east wall Refix door closer | | * * * | | | | × |
| Area 127 Weld seams of vinyl flooring Repaint and varnish generally. (half cost to be met by department) Revarnish seats | | × | . > | | | × |
| Area 129 Repaint and varnish generally. (half cost to be met by department) Resurface lab benches | | | ₹ × | | | -30- × |
| Area 130 Refix carpet tiles Remove selotape from beams and walls Repaint and varnish. (half cost to be met by department) | • | ×× | | | | × |
| Area 134 Repaint and varnish. (half cost to be met by department) | | . * | | , | | × |
| Area 136 Refix loose carret tiles Repaint and varnish. (half cost to be met by department) | | × | | | | × |
| Area 137 Ease binding door Refix loose carpet tiles Repaint and varnish. (half cost to be met by department) | | ×× | | | | × |
| Area 141 Repair lining paper rear of room Repaint and varnish. (half cost to be met by department) | | × | | | · B | × |

AGREED ASING OF WORK TO BE COMPLETED BY

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| BLOCK B | 30, 3, 83 | 31.3.84 | 31.3.85 | 31.3.86 | 31.3.87 |
|---|-----------|---------|---------------------------------------|---------|----------|
| Interior (Conta) | , | • | | | • |
| Area 142 Refix loose carpet tiles Repaint and varnish. (half cost to be met by department) | | × | | | |
| Area 144 Repaint and varnish. (half cost to be met by department) | | | | | |
| Area 145 Repaint and varnish. (half cost to be met by department) | | - | | . • | |
| Area 146 Provide door stops Refix loose carpet tiles Repaint and varnish. (half cost to be met by department) Stop up settlement crack stairway wall. | | ×× × | | | · |
| Area 147 Repaint and varnish. (half cost to be met by department) | | | | | |
| Area 149 Provide door stop Refix loose carret tiles Ease door Repaint and varnish. (half cost to be met by department) | | ××× | | | |
| leak and make good water damage y door varnish: (half cost to be met by | | ×× | | | |
| Mechanical Area 129 Replace "CROX" fittings with acceptable alternative | | . × | | | |
| Areas 134, 140 and 144 Upgrade heating to state school standards | | × | | | . 14 3 3 |
| Electrical Upgrade lighting to state school standards in areas 129 and 141. | | × | · · · · · · · · · · · · · · · · · · · | | |
| Area 127 Provide circuit legends to switchboards Blank off unused MCB spaces | | | ×× | | |
| Fire Protection Means of Egress Fit a self closer on the door from area 128 into the stairway | × | | | | (4) |

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AGREED 1 ASING OF WORK TO BE COMPLETED BY

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BARADENE COLLEGE, REMUERA

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| BARADENE COLLEGE, REMUERA | AGREED | SD 1 ASING | OF WORK TO | BE | COMPLETED BY | |
|--|--|---------------|------------|---------|---------------|---------|
| BLOCK B | 30.3.83 | 31.3.84 | 31.3.85 | 31.3.86 | 31.3.87 | 31.3.88 |
| Fire Protection (cont'd) Dismantle the lock sets on the communicating doors between areas 139-142 | × | | | | | |
| Fire Alarm Replace existing fire alarm with extension of the low voltage fail safe manual alarm system installed in Block E | × | - | | · | | |
| BLOCK C | | | | | | |
| Exterior Restain Redwood weather boarding Revarnish rafters and fascias Repaint all exterior joinery Provide stops and cabin hooks to double doors east side and rehang doors of 100mm board butt hinges to clear door jambs when opened at 180°. Repair damaged timber work in stairway and landing east side | | *** * * | | | | -32- |
| Interior | | | | | | - |
| Area 151 Remove all rubbish Plaster columns Trim fibrolite panels Seal trays surrounds Refix wash basins to wall Replace light fitting | ** The second of the second se | **** | | | | |
| Area 152 Plaster cracks in columns Repair cracks in blockwork Trim edges of fibrolite sheet (WC) Refix basins to wall Replace mirror Repaint all timber and fibrolite Paint blockwork | | * * * * * * * | | | · · · · · · · | |

Lay seamless floor coating

| BARADENE COLLEGE, REMUERA | AGRE | AGREED LASING | OF WORK | TO BE COM | COMPLETED BY | |
|--|---------|---------------|---------|-----------|--------------|---------|
| BLOCK C Interior (Contd) | 30.3.83 | 31.3.84 | 31.3.85 | 31.3.86 | 31.3.87 | 31.3.88 |
| Paint blockwall and pipework Repaint woodwork and ceiling Lay seamless floor coating | | × × × | | | | |
| Area 154 Repaint woodwork | | * | | | _ | |
| Area 155 Replace or strengthen beam under joists Repaint woodwork | | ×× | | | | |
| Area 156 Repaint woodwork | | × | | | | |
| Area 160 Replace door furniture Repaint and varnish | | ×× | | | | |
| Area 163 Repair undersink doors Repaint and varnish | | ×× | | | | -33 |
| Structural Reduce the hazard from the 4" block partition and con the reinforcing in the block retaining wall and the 8" block interior lower storey wall | confirm | × | | | , | 5 |
| Mechanical Areas 160 and 163 Upgrade heating to state school standards | | | × | | | |
| Electrical Area 153 Repair broken light fitting | * | | | | | |
| Area 155 Provide switchboard circuit legend | | * | | | | |
| Areas 155, 160 and 163 Upgrade lighting to state school standards | | × | | | | |
| Area 160 Provide wall mounted socket outlet | | × | | | 6 | |
| Area 163 Provide heating controls | | × | | | 5 | |

Install one manual call point and sounder

Install a 9 litre water ${\rm CO}^2$

Fire Alarm

Fire Equipment

Repair

BARADENE COLLEGE, REMUERA

BLOCK C (cont'd) Fire Protection

Means of Egress

- 163

Areas 159

Restain weatherboards. (half cost to be met by department) Repaint joinery and roof timber. (half cost to be met by Provide water overflows from all gutters department) Exterior BLOCK E

notices for use of pool chemicals

swimming pool chemicals

resistant material

Linings

×

×

×

×

×

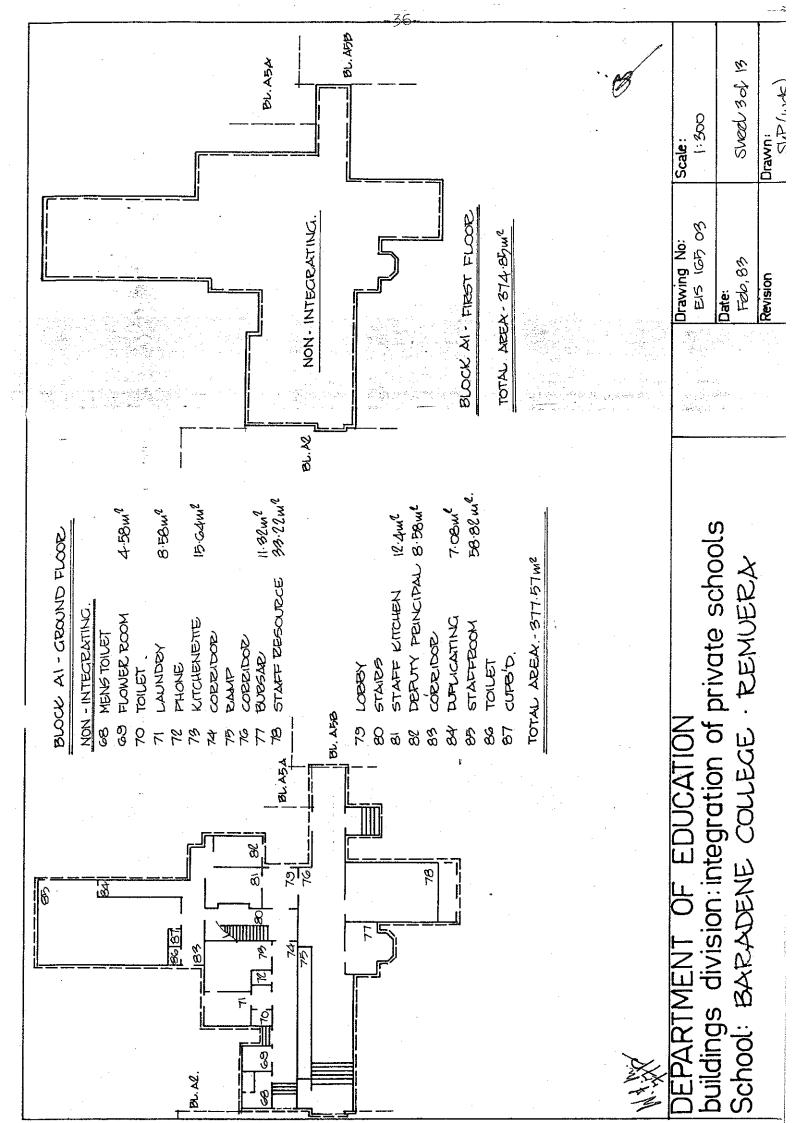
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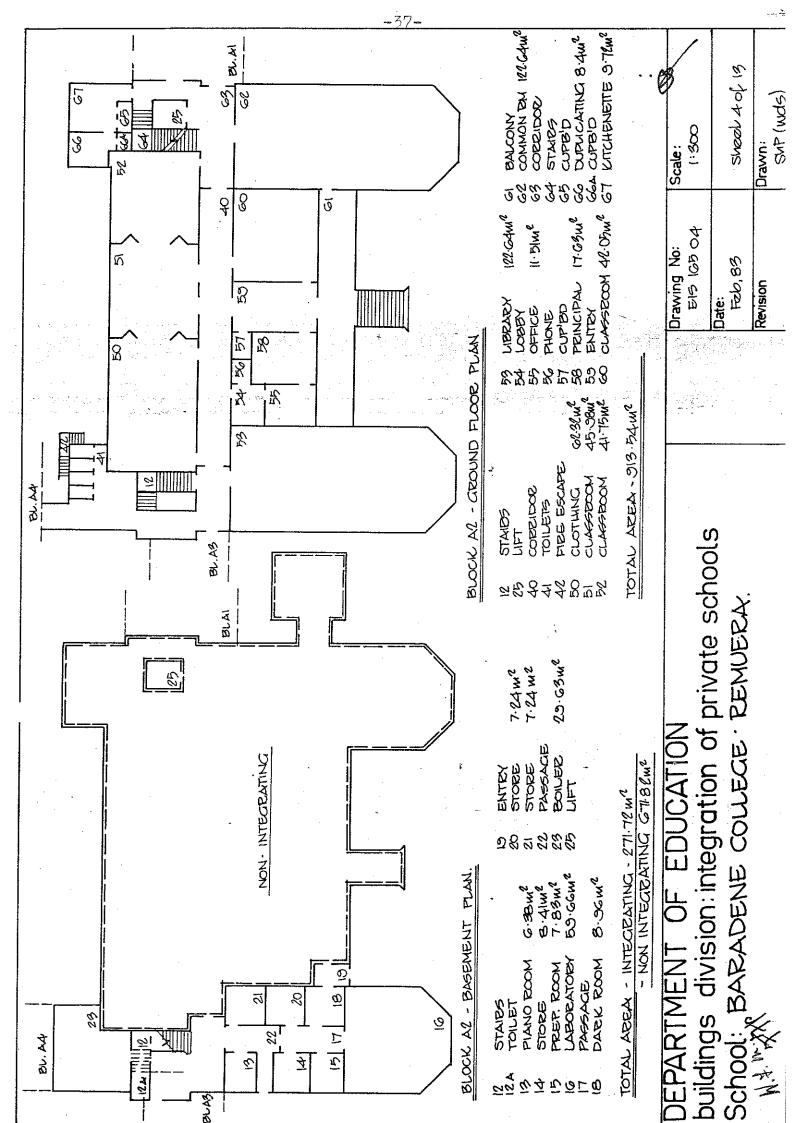
state school standards Upgrade heating to Areas 194 and 198 Mechanical Electrical

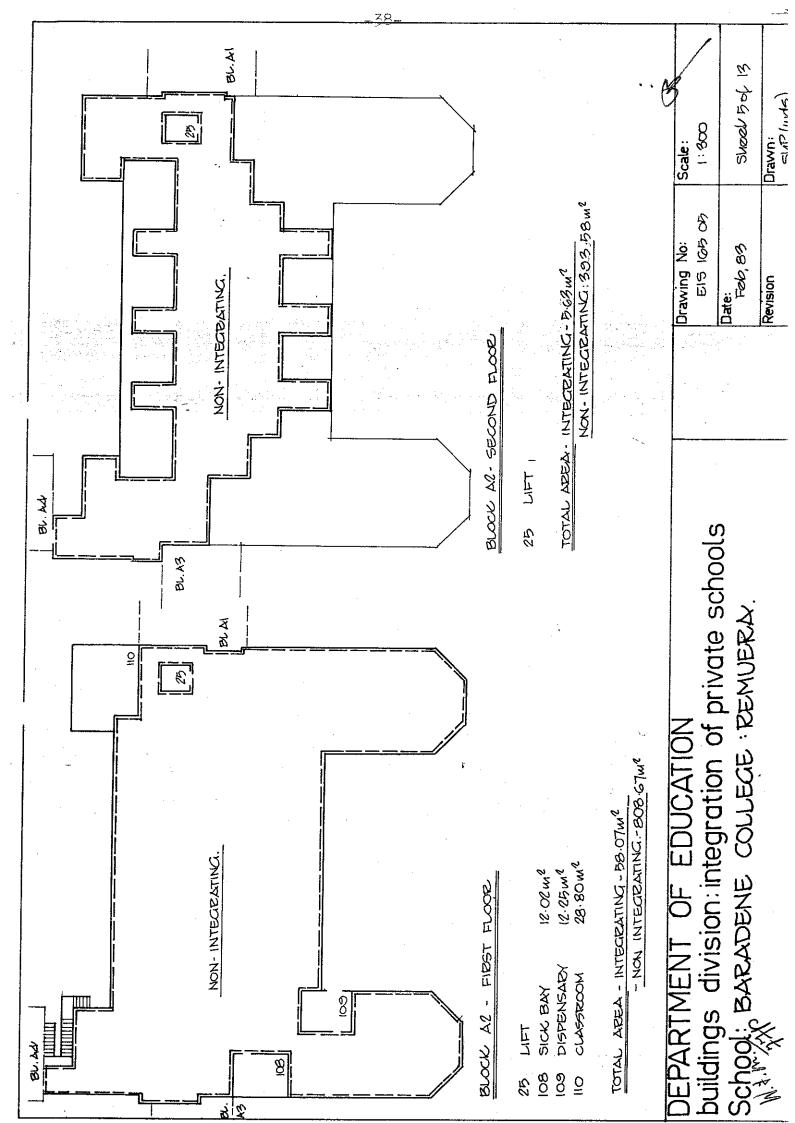
batteries, changeover relay and test switch and extend Upgrade lighting to state school standards in all class-Upgrade existing fire alarm system by including dry cell Fire Protection room areas

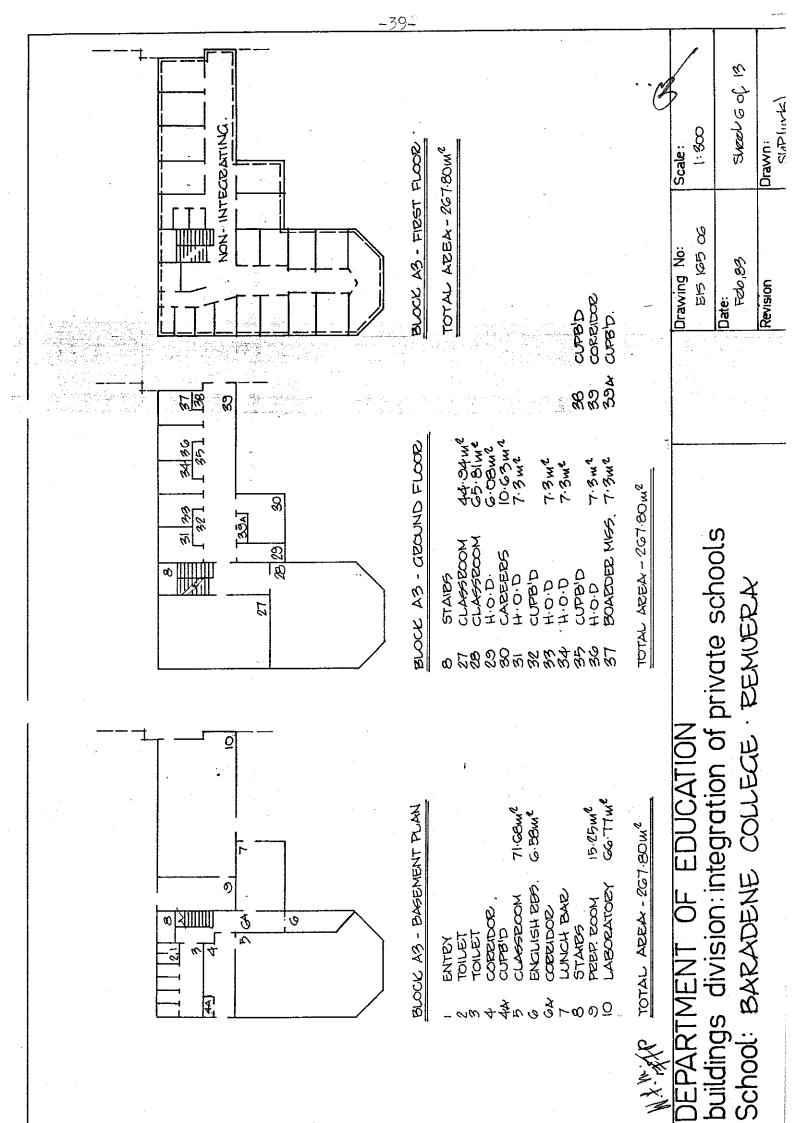
to Blocks B and

| BARADENE COLLEGE, REMUERA | AGREE | AGREEDASING | OF WORK TO | 日五日 | COMPLETED BY | |
|--|---------|-------------|---|---------|--------------|---------|
| BLOCK K | 30.3.83 | 31.3.84 | 31,3,85 | 31.3.86 | 31.3.87 | 31.3.88 |
| Upgrade facility from a shed to an outside PE store to Education Department standards | | × | | | | |
| Furniture and Equipment Upgrade furniture and equipment to state school standards | | | | × | | |
| BUILDING REQUIREMENTS The following facilities are required: | | - | | | | |
| 2 classrooms of 58m ² | | | | | | |
| General science laboratories 2 x 81m) | | | | | | |
| Bulk chemistry store $_2$ 1/m ⁻ Pottery kiln shed $_2$ 10m ⁻ | | | | | | |
| 3m ² | | 1 | **** | | | |
| Music practice rooms 1×7.5 , $1 \times 11 \text{m}^2$) Lecture room 74m_2^2 | | | | × | | |
| Common room 112m ² | | | | ****** | | |
| Library (including workroom) $1/5m^2$ PE changing block $80m^2$) | | | | | | -3! |
| Timetable room 14m2 | | | | | | 5- |
| Senior mistress of fice $11m^2$ | | | | | | |
| Store workshop $19m^2$ | | : | | | | |
| Dangerous goods store 3m Maths workroom 14m², | | × | *************************************** | | | |
| Language store 9.5m ² | | | | × | | |
| for girls toilets | | | | | | |
| Demolish Blocks D, F and S | | | | | | × |
| | - | | | - | | · |

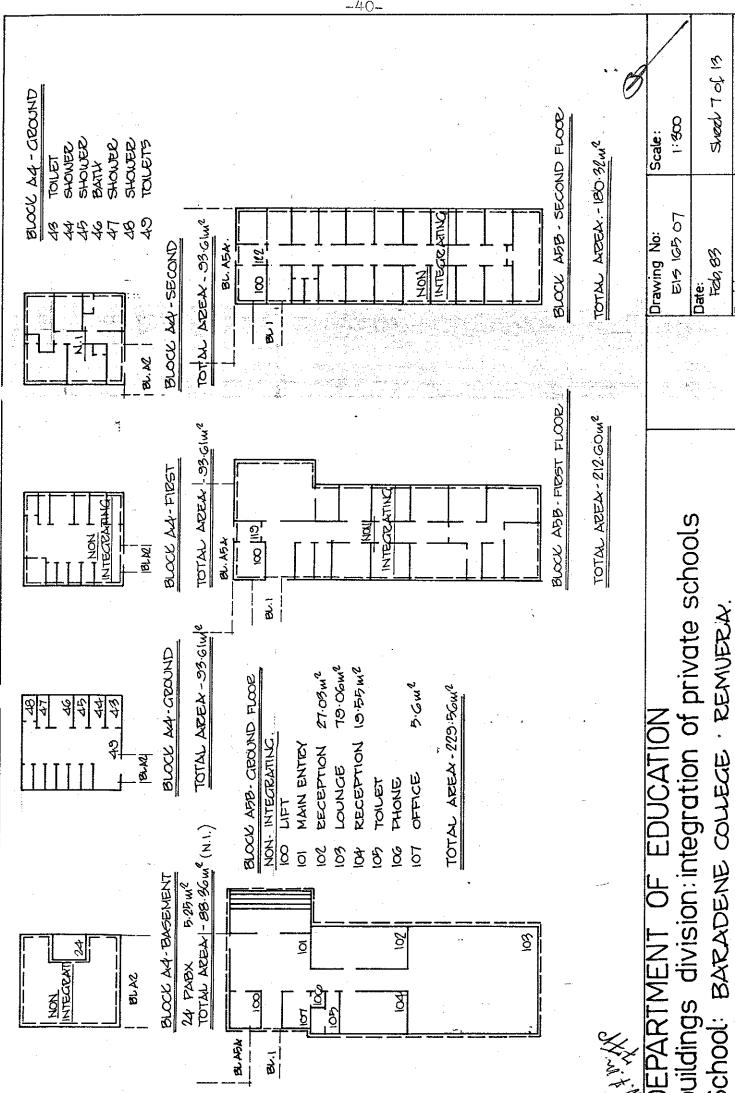










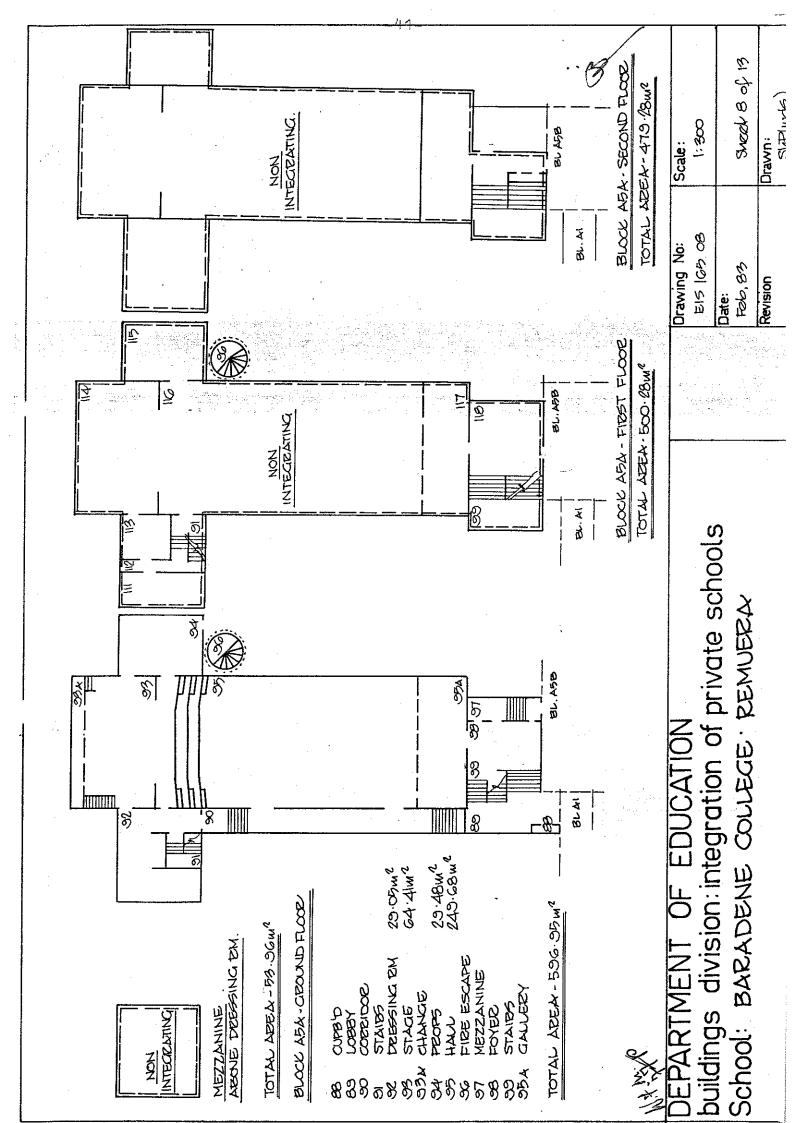


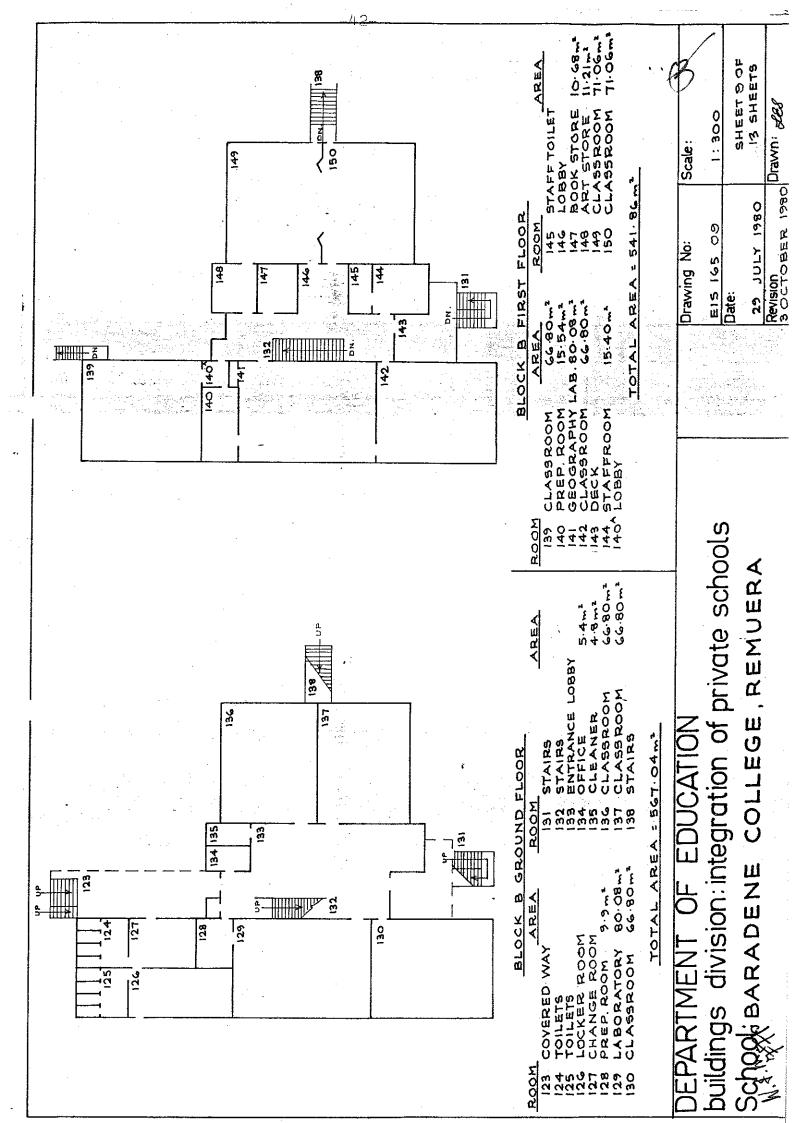
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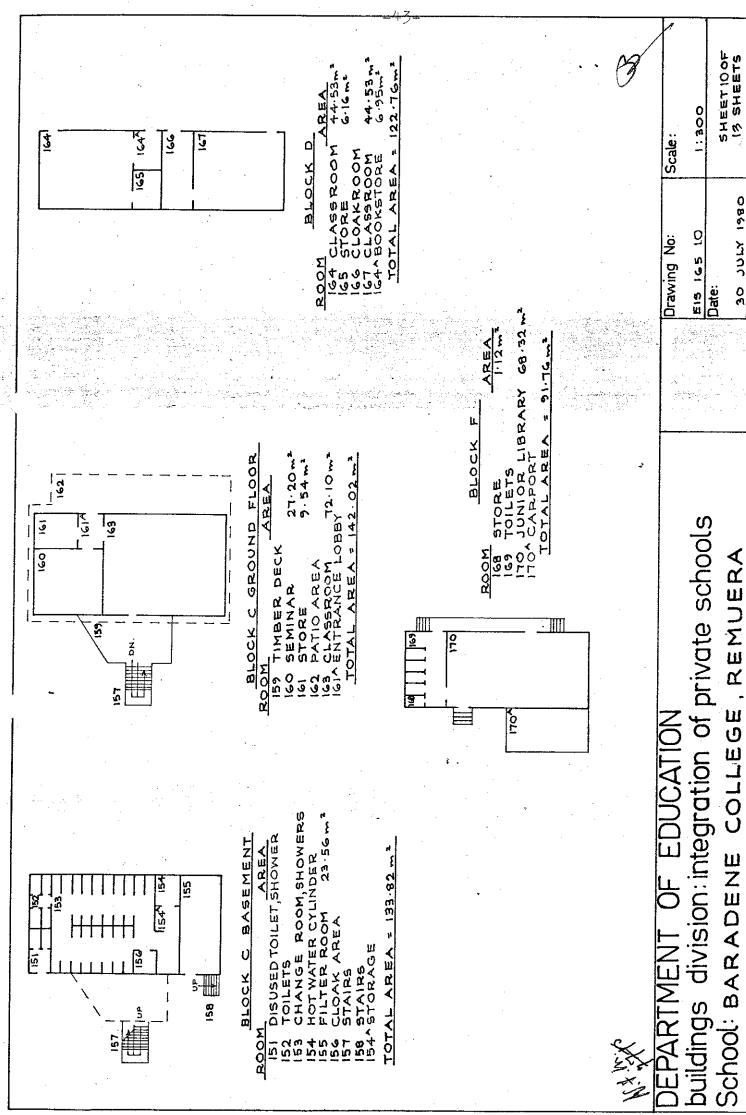
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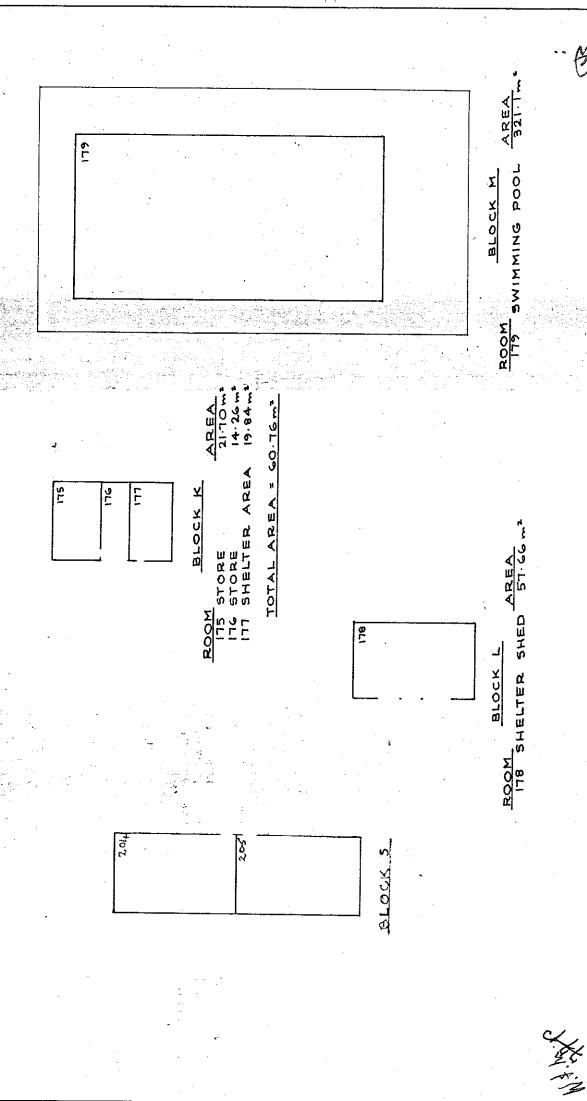






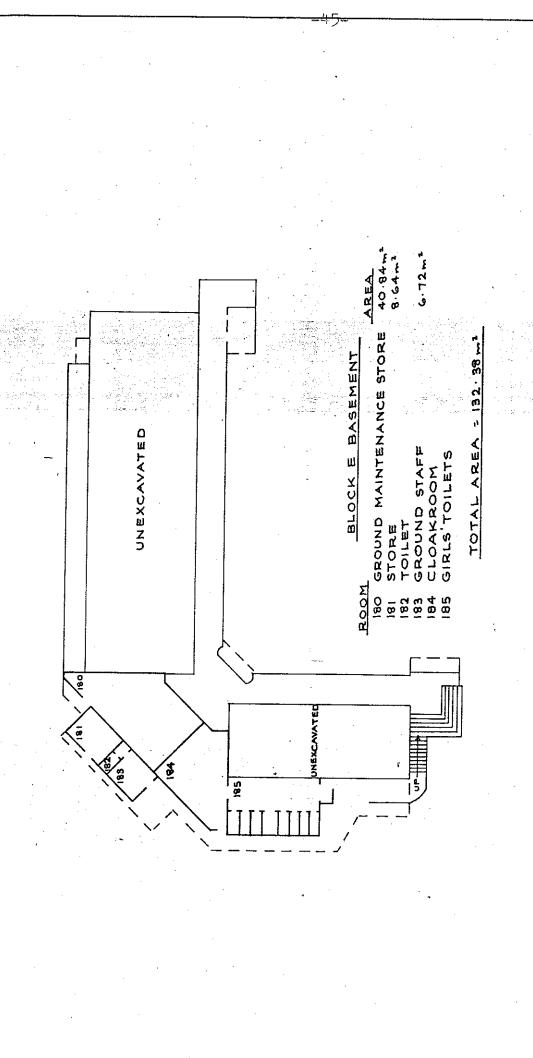
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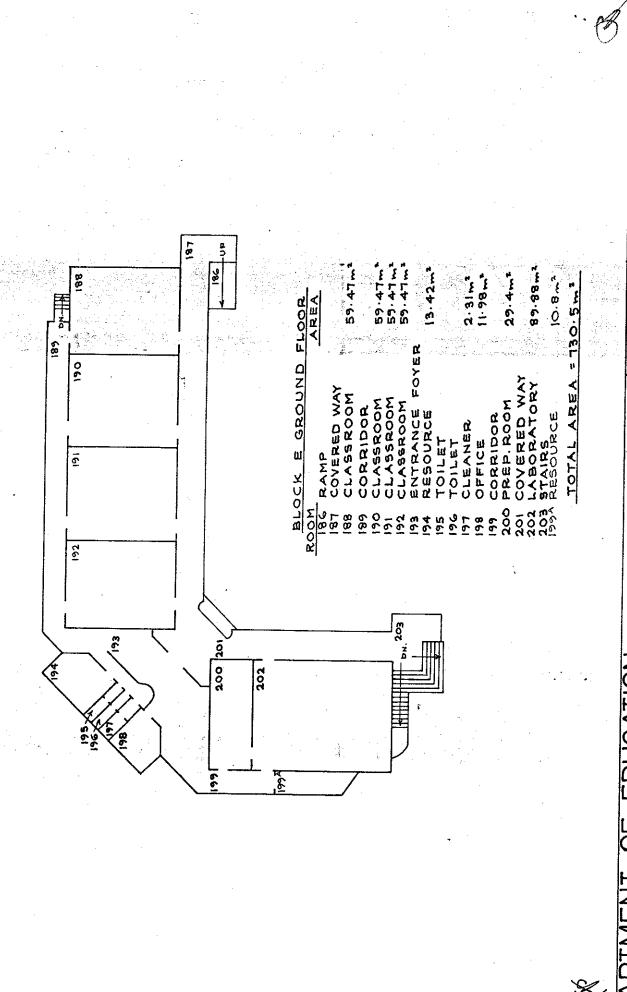
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FOURTH SCHEDULE

All those chattels of the Proprietor which in terms of clause 3(b)(v) of this Deed of Agreement represent donations, presentations or loans to the School and/or have some special intrinsic and/or historic value to the school and which chattels shall remain the exclusive property and responsibility of the Proprietor as herein provided and being particularly described as follows:
Item

Location

| 1. | Grandfather Clock Presented by G.Percy Thomson Esq. | Block A | Area 98 |
|------|---|--|--------------------|
| 2. | Bureau desk with two drawers in Queen Anne Style, of dark teak wood. | Block A | Area 98 |
| 3. | Small table, in Queen Anne style, of dark teak wood | Block A | Area 98 |
| 4.5. | 6.7.8. Chairs in Queen Anne style, of dark teak wood | ¥ | |
| 9. | Large print of a Dutch painting by G. Spohler, Evening scene of boats on a Canal, in dull gold painted frame. | Block A Block A | Area 98 Area 98 |
| 10. | Large original oil painting by James McKenzie, of a misty glen in Scotland, in a heavy grey and gold frame. | Block A | Area 89 |
| 11. | Small plaster statue of Mater Admirabilis painted pink and cream | - Block A | Area 59 |
| 12. | Large out-door statue of the Sacred Heart of Jesus, 67" high on a pedestal | On Lawn area between Victoria | |
| | | Avenue and Car-port entry to Block A5A | |
| | | and A5B. | |



FIFTH SCHEDULE

Schedule of Staffing Appointments to Intermediate Department of Bardene College under Section 65(1)(c) of the Private Schools Conditional Integration Act 1975 being special positions relating to the Special Character of the School.

| nn 2 Column 3 |
|---|
| Column 5 |
| 1 1 1 2 2 3 3 4 4 5 5 5 6 6 6 7 7 7 8 8 8 |
| |

NOTE:

The above schedule is 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 to determine the number of teaching positions at the School which in terms of Section 65(1)(c) of the Private Schools Conditional Integration Act 1975 and the relevant clauses of this Deed of Agreement carry a responsibility for Religious instruction and require a willingness and ability to take part in Religious instruction. This Schedule is to be read from left to right.

At the effective date of this Deed of Agreement, the Intermediate Department of the above-named College has a staffing entitlement of four (4) teachers.

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SIXTH SCHEDULE

Resume of the historical and traditional connections between the Order and the School

Baradene College was founded in 1910 by the Religious of the Sacred Heart who continue to have a close association with the educational philosophy of the College. Baradene is part of a world-wide network of Sacred Heart Scools which offer an education marked by a distinctive spirit and which commit themselves to educate to five Goals:

- Faith which is relevant in to-day's world,
- A deep respect for intellectual values,
- A social awareness which impels to action,
- · The building of community as a Christian value,
- Personal growth in an atmosphere of wise freedom.

It is of the essence of a Sacred Heart School that it be deeply concerned for each student's total development, spiritual, intellectual, emotional, physical. It is of the essence of a Sacred Heart School that it emphasise serious study, that it educate to a social responsibility and that it lay the foundation of a strong Christian faith.

The Spirit of Sacred Heart education is shaped by the mission of the Religious of the Sacred Heart, to make known the love of God revealed in Jesus Christ. The members of the Society, and those who collaborate with them in this mission are called to be educators with the Heart of Christ. It is the quality of Christ's loving that must find expression in Schools of the Sacred Heart.

Many educators, especially Christian educators, can identify with much in the stated purposes of Sacred Heart Schools. Many seek to meet the complex challenges of the world, of the Church, of children and their parents, in a similar fashion. But what will always be distinctive about the schools of the Sacred Heart is the long tradition from which they come.

From its beginning, in 1800 post-revolutionary France, the Society of the Sacred Heart established a characteristic style of education very much identified with the spirit and aims of the Society of the Sacred Heart itself. Reflecting the best educational principles of the time, its understanding of the instruction and education of girls was based on a sound knowledge of children, a fundamental attitude of respect for the individual child, and an acknowledgement of the need for adaptability.

For the Religious of the Sacred Heart, education has always been viewed as a mission of the most demanding kind. Members of the Society drew up the first Plan of Studies in 1805, five years after their own founding, and reformulated it ten times over the next 150 years. Sacred Heart Schools first held to a single uniform curriculum, but in 1958 a document significantly entitled Spirit and Plan of Studies deliberately puts aside all details of syllabus, noting that these are bound to vary according to time

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and place, and tries to give a clear idea of a spirit which will hold good for every work of education that the Society might undertake.

Rigid adherence to a single programme or method was never seen as desirable. Whatever the orientation given to studies may be, there must be no forgetting that it means the formulation of the whole woman with a view to her own vocation in the circumstances and the age in which she has to live.

It is in the Sacred Heart tradition to be deeply loyal to the Church, and to respond swiftly to the challenges and opportunities the Church offers. For this reason, the evolution of the Schools of the Sacred Heart makes little sense outside the context of the history of the Catholic Church.

This resume shall not be construed as adding to or amending the Special Character of the School as defined in **Clause 5** of this agreement.

With Ministra