

-2. FEB. 1989

THIS DEED is made this 30th day of JANUARY 1989
BETWEEN JOHN McGLASHAN PRESBYTERIAN COLLEGE BOARD ("The Proprietor") an
incorporated society registered under the Incorporated Societies Act AND HER MAJESTY THE
QUEEN acting by and through the Minister of Education ("the Minister")

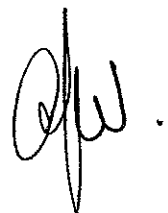
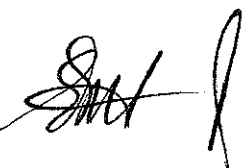
BACKGROUND

- A The Minister and the Proprietor have agreed to the integration of the Proprietor's College pursuant to Section 7 (2) of the Private Schools' Conditional Integration Act 1975 ("the Act").
- B The College was founded and was established in 1918 and has operated as a boarding and day College for boys from Form 1 to 7 since 1977.

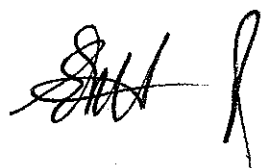
NOW THIS DEED WITNESSES AND IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The Minister and Proprietor agree that the College apart from the boarding establishment is to become an integrated Form 1 to Form 7 College pursuant to the Act.
- 2 (a) The Proprietor acknowledges it owns the land and the improvements in the first schedule ("the College premises") edged green in the attached plan.
- (b) The Proprietor agrees to set apart and appropriate as owner that part of the College premises edged red (the "integrated College premises") on the plan attached and forming part of the College premises and all chattels and assets associated with the integrated College premises exclusively for the purposes of the College as an integrated College. That the controlling authority of the integrated College ("the Board") shall have exclusive right of possession and use of the integrated College premises and all chattels and other assets associated with the integrated College.

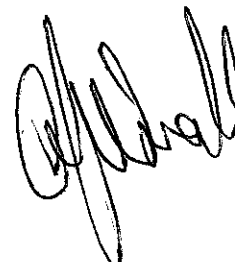
3. The integrated College premises and all chattels and other assets associated therewith shall be available for use by the Proprietor and/or the Proprietor's boarders. The Proprietor's boarders shall be those pupils who attend the Proprietor's boarding establishment ("boarders"). The staff employed by the Proprietor shall have the right to the use of the integrated College premises and chattels in no School time.
4. The Board shall either at the request of or with the consent of the Proprietor, grant the use of the integrated College premises to other organisations for non College purposes. Such consent shall be withheld where such use interferes with or restricts the Boarders use of the integrated College premises. The Proprietor shall not unreasonably or arbitrarily withhold consent where the use is one which is not in conflict with the maintenance of the special character of the College. The Board may require payment of a reasonable fee by any such organisation as a condition of use of such facility which fee shall be payable to the Proprietor.
5. It is acknowledged that certain chattels currently used in conjunction with the College were not purchased with money appropriated by Parliament and represent donations or presentations to the College. Such chattels may have some intrinsic and/or historic value and they shall remain the exclusive property of the Proprietor. The Proprietor shall be responsible for the maintenance and insurance of those chattels notwithstanding they may continue to be used by the College.
6. All endowments and appeal funds gifts and other contributions made to the Proprietor in the past from any source whatsoever whether for the purposes of the College or boarding establishment shall remain the exclusive property of the Proprietor and may be used as it shall decide. Such funds are listed in the fourth Schedule.



7. The Proprietor shall be responsible for all mortgages, liens and other charges upon the land and buildings. Particulars of such mortgages, liens and charges as presently in existence are listed in the fifth Schedule.
8. The Proprietor shall plan pay for and execute the improvements set out in the third Schedule. Such improvements shall be to the minimum standard for comparable state schools prevailing at the effective date of this Agreement. The Proprietor shall ensure that such works shall be carried out by the various dates specified in the Schedule of Works.
9. The Proprietor shall plan pay for and execute such replacement buildings and other facilities more particularly described in the third Schedule. Such replacement buildings shall be built to the minimum standard for comparable state schools prevailing at the effective date of this deed of agreement. The Proprietor shall ensure that such works shall be carried out by the various dates specified in the Schedule of Works.
10. The Proprietor shall plan execute and pay for such capital works and associated facilities as may be approved or required from time to time by the Minister pursuant to section 40 (2) (d) of the Act.
11. The Proprietor may own, control and maintain any lands buildings and associated facilities that, although not part of the integrated College, are regarded by the Proprietor as appropriate to maintain the essential character of the College.
12. The Proprietor shall insure the buildings owned by the Proprietor against risks normally insured against in some responsible insurance office in New Zealand in terms of section 40 (2) (g) and (h) of the Act.



13. Subject to Clauses 8, 9 and 10 and any requirements placed on the Proprietor to carry out deferred maintenance set out in the attached schedules, the Minister after the effective date of this Agreement, shall maintain the land, buildings, chattels and associated facilities comprising the integrated premises as shown on the plan attached hereto as though the school were a State School, but the Minister will not accept responsibility for deferred maintenance as described in the third schedule for Block A (Burns House), Block D (Library), Block F (Art and Craft), Block J under Chapel (Woodwork and Music) and Block K (Caretaker's House). The Proprietor shall maintain these areas in a condition that provides for the health and safety of staff and students for as long as they are in use.
14. The Proprietor shall have the right to raise funds against the security of the College premises for the purposes of carrying out additions and/or improvements to the College premises or to the boarding establishment and any facilities associated therewith and for such purposes may charge mortgage or encumber the premises or any part thereof.
15. No person employed at the integrated College and paid for their services at the integrated College in whole or in part out of money appropriated by Parliament shall be paid by the Proprietor any remuneration additional to the provided for by the Act, except where such person is employed in the Proprietor's boarding establishment, in which event he may be paid by the Proprietor appropriately. No person employed at the integrated College and paid in whole or in part by money appropriated in Parliament shall be granted or permitted any

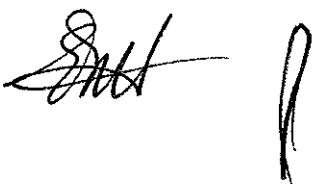


condition of service more favourable than that permitted in the case of a person employed in a comparable position in a state school provided that a teacher to whom the provisions of section 71 of the Act apply shall continue to be paid no less than the same salary and be accorded the same status as he received or was accorded on the day before the effective date.

16. The Proprietor shall be entitled to pay persons employed at the integrated College who are also employed by the Proprietor in its boarding establishments fair and reasonable remuneration for such services.
17. The special character of the College is that it was founded under the auspices of the Presbyterian Church of New Zealand, and the Dunedin Presbytery in particular, to provide a sound and liberal education for urban and country pupils with the Christian faith as its base.

The Proprietor has provided an education founded on contemporary Christian principles in which the community of the whole College, through its programmes and principles, exercises the right to promote the values of these principles. Integral to this education is the use of the Chapel as a place of regular worship.

The College has a historical and continuing association with the Presbyterian Church, but welcomes students from any Christian denomination.

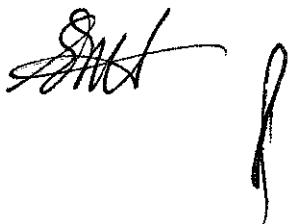
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18. The Proprietor shall subject to the provision of this agreement.

- (a) Continue to have the responsibility to supervise the maintenance and preservation of education with a special character provided by the College.
- (b) Continue to have the right to determine from time to time what is necessary to preserve and safeguard the special character of the College as defined herein;
- (c) Invoke the powers conferred upon it by the Act should the Proprietor so determine if in the opinion of the Proprietor the special character of the College has been or is likely to be jeopardised or the education with such special character so provided is no longer preserved and safeguarded.

19. (a) The Board shall be the controlling authority and shall be constituted pursuant to Section 51 of the Education Act 1964 such Board shall consist of 11 members as follows:

- (i) One member appointed by the Otago Education Board.
- (ii) One member elected by the teachers of the integrated College provided however, that that member shall not be appointed as Chairman or Deputy Chairman of the Board.
- (iii) Five members elected by the parents of pupils attending the integrated College.
- (iv) Four members appointed by the Proprietor.

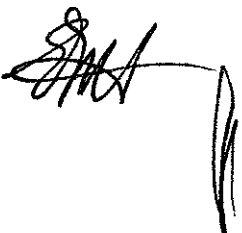


- (b) Any election conducted pursuant to Section 8 (5) of the Act shall be conducted as nearly as possible in the manner prescribed by the Secondary School's Board's Administration and Employment Regulations 1965 or any regulations made in amendment or substitution thereof and those regulations shall with any necessary modifications be applied accordingly.

20. John McGlashan College had a roll of three hundred and twenty nine (329) pupils in Forms 1-7 at the 1st day of July 1988, being the year when the roll figures were last compiled. The predicted roll for the 1989 school year is three hundred and fifty (350) pupils. It is agreed that the maximum roll of the College shall be three hundred and sixty seven (367) pupils in Forms 1-7.

21. (a) Preference of enrolment at the College under Section 29 (1) of the Integration Act shall be given to those pupils with parents who have a particular family religious or philosophic sympathy with the special character of the College including that aspect of the special character which involves a close association with the Proprietor's hostel, or a particular connection with the School and who as a result of their particular sympathy with the special character or their particular connection desire their children to board at the Proprietor's hostel.

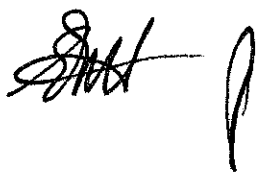
(b) Pupils whose parents at the date hereof have applied to the Proprietor to enrol their children at the College as day pupils shall be enrolled as pupils by the Board when places are available.



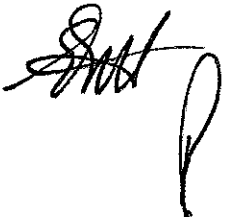
- (c) Pupils enrolled as boarders at the hostel shall be entitled to be enrolled at the College provided that a pupil who would not have preference of enrolment under section 29 (1) of the Integration Act shall not have preference of enrolment by reason only of his enrolment at the hostel.
- (d) IN ACCORDANCE with Section 7 (6) (h) of the Private Schools Conditional Integration Act 19765, unless the Proprietor and the Minister otherwise agree and subject to places being available the number of pupils whose parents do not have 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 nineteen (19) pupils that being five (5) per cent of the maximum roll of the School at the time of integration.

22. The Proprietor together with its servants, agents and licensees shall subject to the proviso of Section 40 (2) (i) of the Act have at all reasonable times access to the integrated College to ensure that the special character of the College is being maintained and shall also have similar access to enable it to exercise the powers and carry out the responsibilities vested in it and imposed on it by the Act and by this Agreement.

23. An advertisement for the position of Principal of the College shall state that a willingness and ability to take part in religious instruction appropriate to the College shall be a condition of appointment and may also state that if the Proprietor and Principal agree, the Principal may be appointed to control and administer the boarding establishment. Such advertisement shall state that a willingness and ability to uphold the special character shall be a condition of the appointment.



24. An advertisement for any teaching position at the College may state that the appointee, may by agreement with the Proprietor undertake under the employment of the Proprietor duties related to the control administration and supervisions of the Proprietor's boarding establishment.
25. There may be a position at the College to be designated Director of Religious Studies in accordance with section 65 (1) (b) of the Act which position shall be part of the normal staffing entitlement of the College as established by regulations made under the Education Act 1964. Any advertisement made for that position shall state that a willingness and ability to take part in Christian studies appropriate to the special character of the College shall be a condition of the appointment. Any person so appointed shall accept these requirements as a condition of appointment. The Director of Religious Studies shall give guidance and provide leadership in Christian studies and observances throughout the College.
26. A person appointed to the position of Director of Religious Studies at the College shall undertake such teaching duties, if any, as may be required from time to time by the Principal of the College.
27. Christian Studies forms part of the education with a special character provided by the College and therefore the Proprietor, at his expense, may employ any person whether as a Chaplain or otherwise for duties relating to the instruction and the provisions of Section 69 (2) and (3) of the Act shall apply.

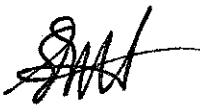


28. The Board of Governors of the integrated College shall designate seven teaching positions at the College which in accordance with Section 65 (1) (c) of the Act shall be positions of importance carrying a responsibility for religious instruction and an advertisement for those positions shall state that a willingness and ability to take part in religious instruction appropriate to the special character of the College shall be a condition of appointment. Any person so appointed shall accept these requirements as a condition of appointment.
29. The Proprietor of the College may enter into agreements with the parents or other persons accepting responsibility for the education of pupils at the College providing as a condition of the enrolment and attendance of each pupil at the college that the parents or other persons shall pay attendance dues pursuant to the provisions of Section 36 of the Act.
30. The following variation from standard patterns of organisation is approved in respect of the College:

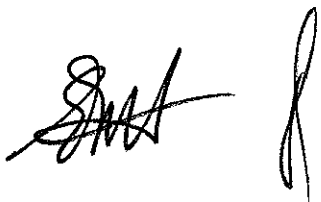
A mid term break is taken without prejudicing the number of teaching half days required in terms of the Education Act 1964 and without contravening the provisions of any regulations made thereunder. The College being a boarding College may open on Waitangi Day, Anzac Day, Queens Birthday and Anniversary Day when they fall within the College term, subject to the approval of the Director General of Education, in terms of the Education (Terms & Holidays) Regulation 1984.

In the interest of maintaining the special character of the College, the Proprietor shall provide boarding accommodation for a number of pupils.

30.



32. Where any of the costs associated with the conduct of the boarding establishment, or with any other part of the Proprietor's land which is not part of the integrated college premises for the purposes of this Agreement, cannot be separated from the costs associated with the operation of the integrated College premises, the Proprietor and the Board shall contribute to such costs according to their respective use of the facilities in respect of which the costs have been incurred.
33. It is acknowledged by the parties that certain of the services and facilities on or serving the College premises (excluding the integrated College premises) are used in common for the purpose of the integrated College premises. The power supply, sewerage and storm water drainage systems are all used in common and the costs of maintaining such services and facilities shall be apportioned by agreement or in accordance with the user. If it is practicable the power supplies of the College premises shall be separately metered at the expense of the Proprietor. Where such services or facilities are wholly or partially situated outside the integrated College premises the Proprietor will continue to make such services or facilities available to the integrated College premises.
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.



35. It is agreed that until the School achieves a state pupil/teacher ratio equivalent to that of a comparable state school a teaching position shall be disestablished whenever a teacher appointed to a position in accordance with Section 71 of the Private Schools Conditional Integration Act leaves.
36. The effective date of this Deed of Agreement shall be the 30th day of January 1989.
37. 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.

THE COMMON SEAL of JOHN McGLASHAN PRESBYTERIAN COLLEGE BOARD was hereunto affixed in the presence of

[Signature]

[Signature]



SIGNED for and on behalf of
HER MAJESTY THE QUEEN by

[Signature]
Minister of Education in the

presence of

[Signature]

KEVIN BROWN
PRIVATE SECRETARY
MINISTER OF EDUCATION
PARLIAMENT BUILDINGS

[Signature]

JOHN McGLASHAN COLLEGE

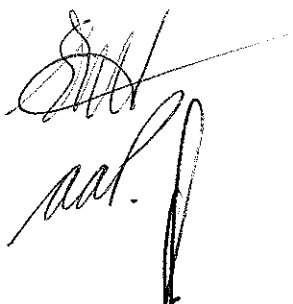
FIRST SCHEDULE

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

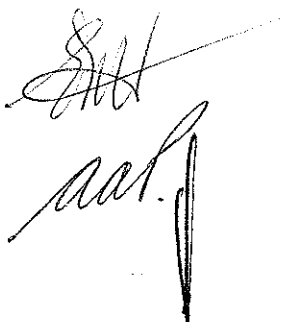
THE PROPRIETOR'S LAND

All that land, buildings and other improvements owned by the John McGlashan Presbyterian College Board (Inc), situated in Block II Upper Kaikorai District, Dunedin, and being more particularly described as follows, and delineated in green on the plan forming part of the Second Schedule hereto.

Item	Certificate of Title	Legal Description
1	184/123	All that parcel of land, containing 15499m ² being part of Deposited Plan 2768 Balmacewen Estate and being part Sections 3 and 4 Block II Upper Kaikorai District.
2.	2D/1014	All that parcel of land containing 1.9238ha being Lot 2 Deposited Plan 11333 and being part Section 4 Block II Upper Kaikorai District.
3.	166/144	All that parcel of land containing 372m ² being part Lot 62 Deposited Plan 1824 Balmacewen Estate and being part Section 5 Block II Upper Kaikorai District.
4.	168/53	All that parcel of land containing 429m ² being part Lots 61 & 62 Deposited Plan 1824 Balmacewen Estate and being part Section 5 Block II Upper Kaikorai District.
5.	144/176	All that parcel of land containing 885m ² being Lot 63 Deposited Plan 1824 Balmacewen Estate and being part Section 5 Block II Upper Kaikorai District.

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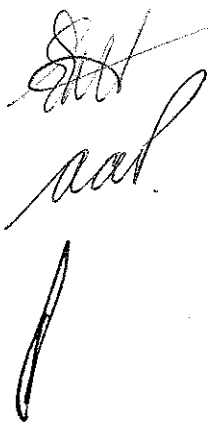
6. 6A/1012 All that parcel of land containing 885m2 being Lot 65 Deposited Plan 1824 and being part Section 5 Block II Upper Kaikorai District.
7. 162/87 All that parcel of land containing 883m2 being lot 67 being part of Deposited Plan 1824 **Balmacewen Estate** and being part Section 5 Block II Upper **Kaikorai District.**
8. 316/209 All that parcel of land containing 883m2 being lot 69 being part of Deposited Plan 1824 **Balmacewen Estate** and being part Section 5 Block II Upper **Kaikorai District.**
9. A2/801 All that parcel of land containing 882m2 being lot 71 being part of Deposited Plan 1824 **Balmacewen Estate** and being part Section 5 Block II Upper **Kaikorai District.**
10. B1/17 All that parcel of land containing 882m2 being lot 73 being part of Deposited Plan 1824 **Balmacewen Estate** and being part Section 5 Block II Upper **Kaikorai District.**
11. 144/238 All that parcel of land containing 882m2 being lot 75 being part of Deposited Plan 1824 **Balmacewen Estate** and being part Section 5 Block II Upper **Kaikorai District.**
12. 144/238 All that parcel of land containing 882m2 being lot 77 being part of Deposited Plan 1824 **Balmacewen Estate** and also part Section 5 Block II Upper **Kaikorai District.**
13. 144/238 All that parcel of land containing 390m2 being part lot 78 being part of Deposited Plan 1824 **Balmacewen Estate** and being part Section 5 Block II Upper **Kaikorai District.**
14. 144/238 All that parcel of land containing 390m2 being part lot 78 being part of Deposited Plan 1824 **Balmacewen Estate** and being part Section 5 Block II Upper **Kaikorai District.**

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- | | | |
|-----|---------|--|
| 15. | B1/17 | All that parcel of land containing 245m2 being lot 4 being part of Deposited Plan 10183 Balmacewen Estate and being part Section 5 Block II Upper Kaikorai District. |
| 16. | A2/801 | All that parcel of land containing 307m2 being lot 2 being part of Deposited Plan 10183 Balmacewen Estate and also part Section 5 Block II Upper Kaikorai District. |
| 17. | 5D/1216 | All that parcel of land containing 602m2 being Lot 3 Deposited Plan 15296 and being part Sections 5 & 6 Block II Upper Kaikorai District. |
| 18. | 6A/1202 | All that parcel of land containing 599m2 being Lot 4 Deposited Plan 15296 and being part Sections 5 & 6 Block II Upper Kaikorai District. |
| 19. | 203/40 | All that parcel of land containing 981m2 being lot 81 Deposited Plan 1824 and being also part Section 5 Block II Upper Kaikorai District. |

Notes

1. Item 1 is subject to Housing Corporation of N Z mortgage number 09-3358-109.
2. Items 2,3,4,5,6,17,18 and 19 are subject to Trustbank Otago mortgage number F127109.

The block contains three handwritten marks. At the top is a signature that appears to be 'S.H.'. Below it is another signature that appears to be 'A.A.'. At the bottom is a large, stylized initial or signature that appears to be 'P'.

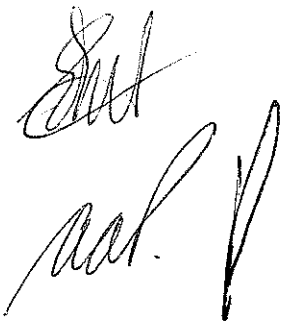
JOHN MCGLASHAN COLLEGE

SECOND SCHEDULE

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

THE SCHOOL PREMISES

All that part of the Proprietor's land, 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.

Two handwritten signatures in cursive script. The top signature is 'J. M. Glashan' and the bottom signature is 'W. J. P.'.

THIRD SCHEDULE

J O H N M C G L A S H A N C O L L E G E, D U N E D I N

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

THESE WORKS ARE TO BE PLANNED, EXECUTED AND PAID FOR BY THE PROPRIETOR SUBJECT TO THE PROVISIONS OF THIS SCHEDULE IN RELATION TO THE BUILDINGS AND ASSOCIATED FACILITIES TO BRING THEM UP TO THE MINIMUM STANDARD FOR A COMPARABLE STATE SCHOOL.

ALL WORK IS TO BE CARRIED OUT BY COMPETENT TRADESPERSONS OR IN A PROFICIENT MANNER TO THE DEPARTMENT OF EDUCATION STANDARDS.

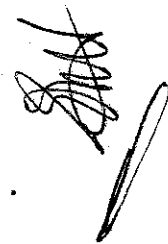


AGREED PHASES OF WORK TO BE COMPLETED BY:					
30.6.89 Immed- iate	30.6.90 Year 1	30.6.91 Year 2	30.6.92 Year 3	30.6.93 Year 4	30.6.94 Year 5
<u>SITE</u> <u>Wire Fence</u> - west boundary, repair wires/tension and replace broken battens <u>North Tennis Court</u> - restretch netting - apply surface coat seal <u>South Tennis Court</u> - replace rusted netting - tighten - overlay court surfaces to eliminate joints in concrete reflecting through to surface - patch and recoat with emulsion - recoat with emulsion - sealed area to west of gym - reconstruct with falls Provide rubbish incinerator to comply with local body emission rules <u>BLOCK A (Burns House)</u> <u>Exterior</u> Replace rotted sills, jambs and facings. <u>West face</u> - rake out and repoint brickwork. Reclad porch to basement doors. Repair threshold basement doors. Replace basement doors adjacent canteen. Replace spouting over basement porch. Secure vent. <u>South face</u> - replace corroded section soil pipe. Replace corroded waste pipe. Resheath basement door. <u>North face</u> - repair basement door. Repair brick sill. <u>East face</u> - repair broken vent. Restore gully trap. Replace broken foundation vents	x				
					x x
					x x
					x x x
					x x x
					x
					x
					x
					x x x x
					x

SHEET: 2

AGREED PHASES OF WORK TO BE COMPLETED BY:

	30.6.89 Immed- iate	30.6.90 Year 1	30.6.91 Year 2	30.6.92 Year 3	30.6.93 Year 4	30.6.94 Year 5
Block A continued						
<u>General</u>						
Clean down all brickwork and plaster, then reseal with proprietary product to stop ingress of moisture particularly south and east walls.						
Clean down and repaint all painted surfaces.						
<u>Interior</u> Blk A Basement						x x
Basement/toilets - upgrade area with new partitions, new fittings, reline and redecorate.						
School store - seal walls - redecorate						x x x x
Corridor (basement) - repair exterior doors						
<u>Spaces</u> 24, 25, archives, adventure store, boiler room, furniture store and connecting passage						
All wall and ceiling linings should be restored with suitable materials.						x
<u>WIRING</u>	x					
• Enclose switchboard - (Approx \$200)	x					
• Fit bulkhead type light in place of incandescent bulk - (Approx \$50).	x					
• Seal all cable holes - (Approx \$50).	x					
• Upgrade balance to current standards	x					
<u>Joinery</u>						
Restore before whole area redecorated.						
Spaces 23/PABX as 24, 25, etc.						
Space locker basement - upgrade floor; see note Blk A.						x x x x
Redecorate area.						




THIRD SCHEDULE

Agreed phasing of work to be completed by:

	30.6.89 Immed- iate	30.6.90 Year 1	30.6.91 Year 2	30.6.92 Year 3	30.6.93 Year 4	30.6.94 Year 5
(Block A cont.....)						
Spaces 21, 20, 20a, 20b						
Replace fume cupboard glass with safety glass (toughened).						
Upgrade floor (see notes)						
Upgrade lighting.						
Upgrade heating.						
Resurface all benches.						
Redecorate completely.						
Space 19						
Resurface bench tops.						
Upgrade floor (see notes).						
Repair tap.						
Make good scotia and dampness.						
Repair walls (leaking) in exterior.						
Redecorate.						
Space 18						
Repair south wall.						
Strip and revarnish windows.						
Space - ground floor passage and stairs.						
Upgrade floor.						
Repair door hardware.						
Restop ceiling.						
Repair all joinery.						
Replace vinyl to stairs						
Redecorate whole area						
Space - Foyer						
Repaint ceiling.						
Make good wallpaper.						
Refix vinyl.						
Repair door closer (lobby)						
Redecorate lobby.						
Space 17						
Ceiling as foyer.						
Stretch carpet.						
Repair gas heater.						
Redecorate.						




THIRD SCHEDULE

Agreed phasing of work to be completed by:

	30.6.89 Immed- iate	30.6.90 Year 1	30.6.91 Year 2	30.6.92 Year 3	30.6.93 Year 4	30.6.94 Year 5
(Block A cont.....)						
Space 14 Upgrade floor. Repair door and hardware Redecorate	x					x
Space 16 Touch-up paintwood. 16a Make good linings and doors. Secure heaters. Restore windows. Upgrade floors. Redecorate.	x x x x					x x x
Space 15a, 15b, 15 Replace floor lining. Restore and Support Wastes. Upgrade white boards. Resurface all benches. Fit solid core door (room 15) Restore hardware. Repair ceilings. Secure light (room 15b).	x x x x x x x					x x x x x
Switch Room (under stair) Upgrade switchboard	x					x
Space 12 Seal south wall - exterior. Redecorate. Upgrade floor.						x x x
Space 11 Seal leaks south wall - exterior Repair room.						x x
Space 10 Varnish woodwork. Vinyl floor.						x x

THIRD SCHEDULE

Agreed phasing of work to be completed by:

	30.6.89 Immed- iate	30.6.90 Year 1	30.6.91 Year 2	30.6.92 Year 3	30.6.93 Year 4	30.6.94 Year 5
(Block A Cont....)						
Space 7 Upgrade floor. Strip and repaint/revarnish. Make good south wall.						x x x
Space 5 Upgrade floor. Redecorate. Revarnish.						x x x
Space 2 Repair door hardware, Upgrade wall linings. Repaint/Revarnish.	x					x x x
Space 4 Weld joints in vinyl. Make good damaged linings. Redecorate. Make good ceiling at leak.	x x x					x x
Space 3 Refit bars to windows. Replace broken glass. Hot-weld vinyl floor. Fit adequate dim-out. Secure wiring at power outlet. Make good damaged linings. Redecorate.	x x x x x x x					x
Space - Passage - first floor Repair leaks at - ceilings redecorate Upgrade floor	x					x x x
<u>General</u> a All double hung windows to be eased, cords refitted and beads refitted.	x					x
b Bare wooden floors to be upgraded with a minimum of sheet vinyl over a overlay. Will need to be at least 9 mm custom wood.						




SHEET: 6

AGREED PHASING OF WORK TO BE COMPLETED BY:

Immediate	Year 1	Year 2	Year 3	Year 4	Year 5
by 30.6.89	30.6.90	30.6.91	30.6.92	30.6.93	30.6.94

Block A continued

Fire Protection

Fire Isolation : Hazardous Areas

Fire isolate the basement boiler room by sealing off the openings into the boilerhouse and leaving access by the exterior door only.

Install a 230 volt rated heat detector above the boiler that in the event of fire would activate, and through a solenoid, shut off the power to the pump supplying the fuel oil.

Upgrade doors to provide a half hour's fire resistance rating for chemistry room 21, chemistry store 20B and chemistry laboratory 20. Upgrade ceiling linings to provide a half hour's fire resistance rating. Alter glazing to passage to wired glass.

Line the understair enclosure housing the switchboard with half hour fire resistance rated material.

Reduce the amount of combustible storage basement desk storage room correspondingly reducing the high fire loading in this area. Ensure that ceiling has a fire resistance rating.

Basement sports storage room - Seal up damaged areas of ceiling. Isolate this area by means of fire resistance linings.

Smoke Stopping

The main stairs are open from basement to first floor allowing the products of combustion in the event of fire to spread unrestricted to all levels. (continued sheet 7)

X

X

X

X

X

X

AGREED PHASING OF WORK TO BE COMPLETED BY:

SHEET: 7		Immediate					Year 1					Year 2					Year 3					Year 4					Year 5				
		by 30.6.89					30.6.90					30.6.91					30.6.92					30.6.93					30.6.94				
Block A continued Smoke Stopping continued While it is appreciated that major expenditure will be involved in smoke stopping the stair at each level it must be contended that the existing situation is far from satisfactory and unless this building is demolished and replaced on schedule, then <u>smoke stopping</u> must be carried out by date indicated. Remove portable electric radiator heaters used for spot heating in the following areas: a Room 18 - headmaster's office b Room 16 - bursar's office c Laboratory room 15 (two radiators) Resecure the convection panel heater to the wall under the bench, laboratory 15, ensuring that an adequate air space is provided for the entrainment of air to dissipate heat. Egresses a First Floor Provide a landing with inclining ladders. Reglaze windows within three metres of the escape with wired glass. Alter the window providing access to the escape to provide a clear opening of 0.6 square metres of which the least dimension is to be 610 mm. Provide conspicuous EXIT signs above the window opening and in the passage clearly depicting the route of travel to the exit.																															

[Signature]

[Signature]

AGREED PHASING OF WORK TO BE COMPLETED BY:

SHEET: 8	Block A continued EGRESSES continued b Ground Floor	AGREED PHASING OF WORK TO BE COMPLETED BY:				
		Immediate by 30.6.89	Year 1 30.6.90	Year 2 30.6.91	Year 3 30.6.92	Year 4 30.6.93
	Entrance ingress-egress doors at the entrance foyer and at the end of the passage open against the direction of exit travel. Care should be taken if the openings are reversed to ensure that they do not open over a step.					
	Teaching room 14 - Re-open the sealed-up door to provide an alternative means of escape.	x				
	General					
	Provide alternative egress from classrooms 3 and 4, first floor, by means of a communicating door at the far end of the room. Alternative egress is also required from room 12.	x				
	Fire Hazards					
	Room 3, first floor - Re-position the heating point out to a position adjacent to the overhead projector thereby eliminating the need of a long extension lead.	x				
	Shorten curtain in the video room so that it does not come into contact with the night storage heater.	x				
	Fire Alarms					
	Provide a manual fire alarm call point enclosed switch at each level connected into the existing fire alarm system.	x				
	Arrange for all alarm bells to be tuned to maximum sound emission.	x				



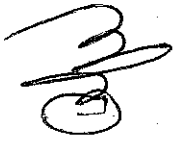

AGREED PHASING OF WORK TO BE COMPLETED BY:

SHEET: 9	PHASING OF WORK TO BE COMPLETED BY:					
	Immediate by 30.6.89	Year 1 30.6.90	Year 2 30.6.91	Year 3 30.6.92	Year 4 30.6.93	Year 5 30.6.94
Block A continued						
FIRE PROTECTION continued						
Fire Extinguishing Equipment						
a Provide at each level a ten litre water, gas-operated fire extinguisher for dealing with normal "A" class fires involving wood, paper, textiles, etc.	x					
b Oil fire boiler room - Provide a 2.5 kg BC dry powder extinguisher for dealing with fires involving fuel oil.	x					
Block B (Six Classroom Block)						
Exterior						
Provide cut-off drain between building and bank (south face).	x					
Repair crib wall.			x			
Replace cracked stair treads.						
Seal cracks in concrete verandah.	x					
Interior						
General						
Fit hard dado lining under all windows.		x				
Repaint all rooms.						
Fit curtain tracks back on window frames, rather than on outrigger.					x	x




AGREED PHASING OF WORK TO BE COMPLETED BY:

	Immediate by 30.6.89	Year 1 30.6.90	Year 2 30.6.91	Year 3 30.6.92	Year 4 30.6.93	Year 5 30.6.94
Block B continued						
INTERIOR - GENERAL continued						
Space 44 - Repair vinyl.	x					
- Repair stiles sliding windows.	x					
Space 40 - Repair vinyl.	x					
Space 42 - Repair threshold draught strip.	x					
<u>Fire Protection</u>						
Fire Hazard						
Remove all paper stacked behind the night storage heater.	x					
Block C (Gymnasium)						
<u>Exterior</u>						
End walls reseal blockwork with a propriety sealer (Gunae or similar).			x			
Repair spalled blockwork.			x			
West Face						
Resheath second fire door.	x					
Repaint both doors.	x					
Replace all damaged translucent sheeting.						
Replace foundation vents.				x		
Remove and re-install downpipes.				x		

AGREED PHASING OF WORK TO BE COMPLETED BY:

SHEET: 11	Block C (Gym) continued EXTERIOR continued North Wall	AGREED PHASING OF WORK TO BE COMPLETED BY:				
		Immediate by 30.6.89	Year 1 30.6.90	Year 2 30.6.91	Year 3 30.6.92	Year 4 30.6.93
	Replace missing foundation vents.			x		
	East Wall					
	Replace change room door with solid core door.					
	Fit parrot beak holda backs all doors.	x				
	Secure oil tank.	x				
	Clean down and repaint all painted surfaces.			x		
	<u>Interior</u>					
	Space 36 - change light guards to those which secure to building, not fitting.		x			
	- resurface floor.		x			
	- refix vented skirting north wall.		x			
	- replace all hollow core doors with solid core.		x			
	- replace broken plastic wire ducting.		x			
	Space 38 - overlay ceiling with "hard" surface.		x			
	- repair lights.	x				
	- redecorate.			x		
	- resurface floor.			x		
	Space 39 - overlay ceiling ("hard").		x			
	- refix foundation vents.			x		
	- redecorate.			x		

AGREED PHASING OF WORK TO BE COMPLETED BY:

SHEET: 12	Immediate by 30.6.89	Year 1 30.6.90	Year 2 30.6.91	Year 3 30.6.92	Year 4 30.6.93	Year 5 30.6.94
(Block C continued . . .)						
Space 40 - resurface floor - repaint			x x			
Space 41 - overlay ceiling with hard surface - redecorate - change light fittings to bulkhead type - replace foundation vents			x x x x			
Space 42 - replace lights with bulkhead - replace doors with solid core type - redecorate	x		x			
Space 44 - completely paint - repair wall by urinal	x		x			
Spaces 45/46 + 45a - resurface floor - fit guard to oil burner flue - replace light fitting with bulk head type - enclose hot water cylinder within three walls - replace bent rafter	x		x			
Space 47 - upgrade floor covering - repaint	x		x x x			
Gymnasium Fire Protection						
Egresses						
Reposition the climbing apparatus obstructing one emergency exit door.	x					
Provide conspicuous EXIT signs above both alternative egress doors.	x					

AGREED PHASING OF WORK TO BE COMPLETED BY:

Immediate	Year 1	Year 2	Year 3	Year 4	Year 5
by 30.6.89	30.6.90	30.6.91	30.6.92	30.6.93	30.6.94

SHEET: 13

Block C continued
Fire Hazards (Gymnasium)

Remove the portable electric radiator heater from the mezzanine floor.

Fit a perforated metal sleeve guard around the flue pipe where it passes through the mezzanine floor. (Spider brackets should be used to provide an adequate air space of at least 50 mm between the sleeve and the flue.)

Seek licence from local authority for use of gymnasium by outside groups and carry out any fire safety and health requirements advised by local authority as a condition of licence.

Structural

Some remedial work is required and this has been listed under exterior section of this schedule for Block C.

x

x

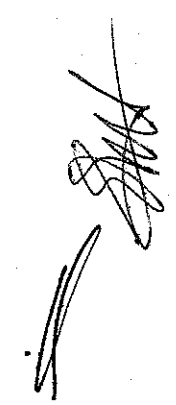
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AGREED PHASING OF WORK TO BE COMPLETED BY:

	Immediate by 30.6.89	Year 1 30.6.90	Year 2 30.6.91	Year 3 30.6.92	Year 4 30.6.93	Year 5 30.6.94
Block D (Library)						
Exterior						
Clean down tile roof	x			x		
Repair woodwork	x					
Repair verandah post	x					
Refix verandah ceiling	x					
Secure exposed wiring verandah (ceiling)		x				
Straighten spouting and repair						
Replace steel sashes				x		
Rake out and repoint brickwork				x		
Repaint painted surfaces				x		
Interior						
Space 69 - fit vinyl to floor						
Space 72 - restore mat well and finish floor		x				
- repair wall		x				
- seal room from birds		x				
Space 73 - repair heater outlets (floor)	x					
- restore fire door hardware	x					
- repaint top shelves (top)				x		
- repaint edge mezzanine floor				x		
- repaint ceiling mezzanine floor				x		
- repaint posts mezzanine floor				x		
- treat borer in roof						
Space 74 - fit crash rails at windows at ends of mezzanine floor	x					
- clean down brick work, repoint						
- repair leak at corner		x				
- replace rotted carpet		x				




AGREED PHASING OF WORK TO BE COMPLETED BY:

SHEET: 15	Block D (Library continued) FIRE PROTECTION	AGREED PHASING OF WORK TO BE COMPLETED BY:				
		Immediate by 30.6.89	Year 1 30.6.90	Year 2 30.6.91	Year 3 30.6.92	Year 4 30.6.93
	Fire Hazard					Year 5 30.6.94
	Either upgrade heating system to current standards or remove entire existing heating unit and provide alternative heating (to be cleared by department).					
	Carry out the following essential work immediately				x	
	Encase the flue with a sleeve where it passes from the under-floor heating unit floor through to the bookroom to where it exits through the roof. An 80mm air gap between the flue pipe and the sleeve must be provided	x				
	It is essential that the overheating cut out unit be examined meticulously during the annual servicing of the unit by a competent and experienced heating engineer to ensure that it is functioning correctly and will activate without delay in the event of any fire.	x				
	STRUCTURAL					
	Upgrade or replace the building to MWD structural requirements.				x	
	MECHANICAL					
	Provide a new manhole in the floor to enable regular checks of the oilfired heating unit to be made by maintenance staff.	x				
	ELECTRICAL					
	Improve lighting over the shelves in mezzanine area.				x	

AGREED PHASING OF WORK TO BE COMPLETED BY:

		Immediate by 30.6.89	Year 1 30.6.90	Year 2 30.6.91	Year 3 30.6.92	Year 4 30.6.93	Year 5 30.6.94
Block E (Classrooms)							
Unit Classrooms	28-29 Exterior						
Fit landings to fire door		x					
Replace exterior hollow doors with solid		x					
Repaint			x				
Interior							
Rooms 28-29							
- lower lights off pinex		x					
- replace white board		x					
- restore window hardware		x					
FIRE PROTECTION							
Fire Hazards							
Room 29 - Reaffix the wall mounted radiator increasing the distance from the wall to provide a clearance and to prevent the transfer of radiated heat to the blackboard.		x					
Room 28 - Remove paper below wall mounted radiator and lower radiator to provide a 300 mm clearance from the combustible ceiling.		x					
Egress							
Secondary egress, room 29 - Provide a platform, steps and railing to reduce the 1525 mm drop to the ground below.		x					
Extinguishing Equipment							
Provide and install in entrance porch 27 a ten litre water gas extinguisher for dealing with ordinary 'A' class type fires involving wood, paper, textiles.		x					

SHEET: 17

AGREED PHASING OF WORK TO BE COMPLETED BY:

	Year 1	Year 2	Year 3	Year 4	Year 5
Immediate					
by 30.6.89	30.6.90	30.6.91	30.6.92	30.6.93	30.6.94

Block E (Classrooms continued)

Fire Alarms

Provide and install a self-contained manual fire alarm unit consisting of electronic sounder, manual call point and battery.

X



AGREED PHASING OF WORK TO BE COMPLETED BY:

	Year				
	Immediate	Year 1	Year 2	Year 3	Year 4
	by 30.6.89	30.6.90	30.6.91	30.6.92	30.6.93
Block F (Art Facility)					
Room 31 - Art Room					
All deferred maintenance is to be carried out to Education Department standards.					
Fire Hazards			x		
a Reduce the large volume of combustible material	x				
b Remove the portable electric radiator heaters	x				
Fit black heat convection type heaters or portable fan heaters with proven overheating cut-out devices	x				
c Provide a non-combustible safety stand for the domestic iron and ensure that it is always placed on this stand when switched on and not in use.	x				
Egresses					
Provide alternative egress by provision of doors and steps. For best advantage, these are to be positioned as far away as can be achieved from the existing sole means of ingress-egress.	x				
Extinguishing Equipment					
Provide a ten litre water gas extinguisher and install at the main entrance door.	x				
Fire Alarms					
Provide and install a self-contained manual fire alarm unit consisting of electronic sounder, manual call point and battery.	x				

SHEET: 18

Block F (Art Facility)

Room 31 - Art Room

All deferred maintenance is to be carried out to Education Department standards.

Fire Hazards

a Reduce the large volume of combustible material

b Remove the portable electric radiator heaters

Fit black heat convection type heaters or portable fan heaters with proven overheating cut-out devices

c Provide a non-combustible safety stand for the domestic iron and ensure that it is always placed on this stand when switched on and not in use.

Egresses

Provide alternative egress by provision of doors and steps. For best advantage, these are to be positioned as far away as can be achieved from the existing sole means of ingress-egress.

Extinguishing Equipment


Provide a ten litre water gas extinguisher and install at the main entrance door.

Fire Alarms

Provide and install a self-contained manual fire alarm unit consisting of electronic sounder, manual call point and battery.

AGREED PHASING OF WORK TO BE COMPLETED BY:

SHEET: 19		Immediate 30.6.89	Year 1 30.6.90	Year 2 30.6.91	Year 3 30.6.92	Year 4 30.6.93	Year 5 30.6.94
Block G - Classroom Room 30							
All deferred maintenance is to be carried out to Education Department standards							
Egress				X			
Provide a secondary means of escape by provision of a door, divorced for practical reasons as far as possible, from the sole existing means of ingress-egress. Should the distance from the floor level to adjacent ground level exceed 200 mm a landing and steps must be provided.	X						
Extinguishing Equipment							
Provide and install at the entrance door to this building a ten litre water gas fire extinguisher.	X						
Fire Alarms							
Provide and install in the classroom by the entrance door a self-contained manual fire alarm unit consisting of electronic sounder, call point and battery.	X						




BLOCK H - (Teaching spaces under chapel)


AGREED PHASING OF WORK TO BE COMPLETED BY:

	Immediate	Year 1	Year 2	Year 3	Year 4	Year 5
	30.6.89	30.6.90	30.6.91	30.6.92	30.6.93	30.6.94
Interior only (Music, store, woodwork)						
<u>Space 87a</u>						
Repair noticeboard	X					
Restore window stays	X					
Repaint			X			
<u>Space 87</u>						
Clean carpet			X			
Repair door at lock			X			
Repaint			X			
Space 88 - redecorate			X			
Space 89 - repaint floor			X			
-redecorate			X			
Fire protection						
Woodwork Area - Fire Isolation						
Isolate the storage area from the Chapel above by means of fire resistance grading of the underside of the floor above.	X					
Upgrade the access sliding door by lining each side with a non-combustible material.	X					
Egresses						
Modify the mortice lock on the secondary egress door to enable the door to be opened from within without the use of a key.	X					





AGREED PHASING OF WORK TO BE COMPLETED BY:

SHEET: 21	Woodwork Area continued Fire Hazards - Heating	AGREED PHASING OF WORK TO BE COMPLETED BY:				
		Immediate	Year 1	Year 2	Year 3	Year 4
		30.6.89	30.6.90	30.6.91	30.6.92	30.6.93
	Replace wall mounted radiators with a type of heating that will not provide a source of ignition, eg, a convector type with thermostat and time switch control.	X				
	Fire Loading of Walls					
	Music room - Remove loose papers pinned on wall in the immediate vicinity of the wall mounted radiators to prevent ignition from this source.	X				
	Fire Alarms					
	Provide a fire alarm call point in a conspicuous position where it will be readily accessible from both the music and woodwork rooms.	X				
	Tune alarm sounders for maximum emission of sound.	X				
	Fire Hose Reels					
	Replace the length of tubing on the passage hose reel so that the nozzle can reach all areas of the music and woodwork, music and band rooms. A 30 metre length of 13mm approved hose reel tubing will suffice.	X				




AGREED PHASING OF WORK TO BE COMPLETED BY:

	Immediate 30.6.89	Year 1 30.6.90	Year 2 30.6.91	Year 3 30.6.92	Year 4 30.6.93	Year 5 30.6.94
SHEET: 22						
Groundsman Shed (Block J)						
Repaint exterior - timber work - roof only						
Caretakers house - Block K						
<u>Exterior</u>						
Brickwork some areas.- joints should be raked out and repointed along with loose bricks		X				
<u>Interior</u>						
Three bedrooms, dining, lounge and hall - redecorate		X				
Bathroom and kitchen need remodelling to update them		X				
<u>Structural</u>						
Strengthen to domestic construction requirements		X				
<u>Electrical</u>						
All wiring must meet current electrical regulations		X				




INTEGRATION OF PRIVATE SCHOOLS

SHEET: 23

SCHOOL - JOHN McGLASHAN COLLEGE

THIRD SCHEDULE

AGREED PHASING OF WORK TO BE COMPLETED BY:

Immediate	Year 1	Year 2	Year 3	Year 4	Year 5
30.6.89	30.6.90	30.6.91	30.6.92	30.6.93	30.6.94

Building Requirements

a Demolish Block A (Burns House) and provide the following accommodation in new construction to state code requirements:

Additional class teaching space M² Net
total area 149

1 audio visual room	56
1 audio visual store	14
1 audio visual technician's room	14
2 laboratories at 81 M ² @	162
1 prep room (for double lab suite)	21
Associated biology court, and horticultural facility	
Dangerous good store	9
Resource storage (teaching)	65
3 staff work spaces: totalling	28
Principal's office	19
First Assistants office	11
Senior Assistant Master	11
Guidance Counsellor	13
PR Form 1-2	9.5
2 PR's Form 3-7 totalling	19
Staffroom	37
Staff kitchen	4.5
Staff sickroom	4.5
Office	19
Bookroom	19
Casualty/sickroom (students)	12
Caretaker	6.5
Maintenance staff workroom	19
Workshop storeroom	19

x

x

↑

x

INTEGRATION OF PRIVATE SCHOOLS

SHEET: 24

THIRD SCHEDULE

AGREED PHASING OF WORK TO BE COMPLETED BY:

30.6.89	30.6.90	30.6.91	30.6.92	30.6.93	30.6.94
Immediate	Year 1	Year 2	Year 3	Year 4	Year 5

Building requirements continued:

b Block D - Library

Strengthen to current structural code specifications or demolish and provide the following accommodations in new construction in accordance with the latest briefing document.

	M ² Net	M ² Net
Library workroom	175	
HOD room	9	
Foyer	27	
Toilets	4	
Cleaners store	2	217

c Provide in new construction a free-standing combined technical workshop facility 286

d Provide a new music suite facility 172

e Provide an outside PE store 12

Electrical General

All portable electric heaters in buildings to be integrated should be removed. Where supplementary heating is necessary heaters should be wall mounted, permanently wired and controlled by time switch and thermostat. All electrical switchboards and wiring in buildings to be integrated and on site must meet current standards

Furniture and Equipment

Update to state school standards for a Fl-7 school

X

X

X

X

X

X

X


X

X

FOURTH SCHEDULE

JOHN McGLASHAN COLLEGE SPECIAL FUNDS, ENDOWMENTS AND GIFTS AS AT 1ST DECEMBER 1988

	\$
Special Prizes and Scholarship Fund	49275
Redevelopment Appeal (1974) Sinking Fund	32430
Vehicle Replacement Fund	30356
Travel Fund	62447
Foundation Building Fund	73267
Sundry School Club Activities Fund	12050



FIFTH SCHEDULE

JOHN McGLASHAN COLLEGE EXISTING MORTGAGES AND LIENS AS AT 1ST DECEMBER 1988

- | | | |
|----|----------------------------|--|
| a) | Bank of New Zealand | 1st Mortgage security on
Bank Overdraft |
| b) | Trust Bank Otago | 1st Mortgage \$359733 |
| c) | Housing Corporation of N Z | 2nd Mortgage \$185411 |

