THIS DEED OF AGREEMENT is made the /7 day of MAY One thousand nine hundred and eighty-one (1981)

BETWEEN THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF PALMERSTON NORTH a "Corporation Sole" (hereinafter with his successors referred to as "the Proprietor") of the first part AND HER MAJESTY THE QUEEN acting by and through the Minister of Education (hereinafter referred to as "the Minister") of the second part

WHEREAS

- A The Proprietor is the owner of St. James' School, Palmerston North (hereinafter referred to as "the School")
- The School is a Roman Catholic Primary School for Boys and Girls from new entrants to Standard Four offering Education with a Special Character
- The Minister and the Proprietor have agreed to enter into this Deed of Agreement pursuant to the Private Schools Conditional Integration Act 1975, whereby the School is to be established as an integrated school.

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

1. THAT the Minister and the Proprietor HEREBY AGREE that the School is to become an integrated School pursuant to the Private Schools Conditional Integration Act 1975.

- 2. THE School's Special Character as is hereinafter described, shall incorporate the Education with a Special Character as provided in the School AND IT IS HEREBY AGREED AND DECLARED that the School shall at all times in the future be conducted and operated so as to maintain and preserve the School's Special Character and these presents shall be interpreted so as to maintain and preserve the Special Character of the School.
- 3. ON behalf of the Proprietor it is hereby agreed that:-
- (a) The Proprietor is the owner of all the land and improvements more particularly described in the first Schedule hereto (hereinafter referred to as "the Proprietor's land") and of which for the purposes of this Deed of Agreement, the School premises form part only. The School premises for the purposes of this Deed of Agreement being the land and improvements more particularly described in the Second Schedule hereto (hereinafter referred to as "the School premises")
- (b) The Proprietor shall set apart and appropriate as owner all the School premises and all the chattels and other assets of the Proprietor associated with the School exclusively for the purposes of the School as an integrated School, so that the Controlling Authority of the School shall have the exclusive right to the possession and use of the School premises and chattels

PROVIDED THAT -

(i) At the request of the Proprietor, the School Committee may grant the use of the School premises and chattels to the Proprietor or other person or persons at any time when the School premises and chattels are not required for school purposes and the School Committee

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shall not unreasonably or arbitrarily withhold its consent. The School Committee may require the Proprietor or other person or persons to pay a reasonable fee to the School Committee as a condition of such use.

- (ii) With the consent of the Proprietor, the School Committee may grant the use of the School premises and chattels to other person or persons at any time when the School premises and chattels are not required for School purposes and the Proprietor shall not unreasonably or arbitrarily withhold his consent. The School Committee may require any such person or persons to pay a reasonable fee to the School Committee as a condition of such use.
- (c) The Proprietor shall accept and meet the liability for all mortgages, liens and other charges upon the land and buildings comprising the School premises.
- (d) The Proprietor shall plan, pay for, and execute the improvements described in the Third Schedule hereto, to the School premises, so as to bring the School buildings and associated facilities forming part of the School premises up to the minimum standard for comparable State Schools prevailing at the effective date of this Deed of Agreement. Such improvements to be carried out in accordance with the dates specified against such improvements in the Third Schedule hereto. The Proprietor shall upon completion of any improvements to electrical services described in the Third Schedule hereto arrange for the local Electrical Supply Authority to inspect the School premises in terms of Regulation 45 of the Electrical Supply Regulations 1976.

- (e) The Proprietor shall plan, execute and pay for such capital works and associated facilities at the School as may be approved or required, from time to time, by the Minister pursuant to Section 40 (2) (d) of the Private Schools Conditional Integration Act 1975.
- (f) The Proprietor may own or hold upon trust, and control and maintain, any land, buildings and associated facilities that, although not part of the integrated School premises in terms of this Deed of Agreement are regarded by the Proprietor as appropriate to maintain the Special Character of the School.
- (g) The Proprietor shall insure all the buildings forming part of the School premises and the Proprietor's chattels (if any) owned or held upon trust for the purposes of the School and the other assets owned by the Proprietor for the purposes of the School against risks normally insured against, in some responsible insurance office in New Zealand, and further acknowledges the obligation on him created by Section 40 (2) (h) of the Private Schools Conditional Integration Act 1975.
- (h) No person employed at the School and paid for his services in whole or in part out of moneys appropriated by Parliament, shall be paid by the Proprietor or his servants or agents any remuneration additional to that provided for by the Private Schools Conditional Integration Act 1975 or shall be granted or permitted any condition of service more favourable than that permitted in the case of a person employed in a comparable position in a State School PROVIDED HOWEVER that a teacher to whom the provisions of Section 71 of the Private Schools Conditional Integration Act 1975 apply, shall continue to be paid no less than the same salary, and be accorded the same status. as he received or was accorded on the day before the effective date of the integration of the School.

- 4. THE land and buildings constituting the School premises are subject to the mortgages, debts, liens, encumbrances, easements, licences, restrictions and other matters which affect the title to or enjoyment of the land and have the appurtenances or benefits attaching to the land more particularly described in the first Schedule hereto.
- 5. THE Special Character of the School is that it is a Roman Catholic School for boys and girls established by the Roman Catholic Archbishop of the Archdiocese of Wellington, New Zealand, for the Roman Catholic Community of that part of the Archdiocese which is now the Diocese of Palmerston North 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 Palmerston North.

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

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- (c) May invoke the powers conferred upon him by the Private Schools Conditional Integration Act 1975, if in the opinion of the Proprietor the Special Character of the School as defined and described in this Deed of Agreement has been or is likely to be jeopardised or the Education with a Special Character provided by the School as defined and described in this Deed of Agreement is no longer preserved and safequarded.
- 7. (a) THE Controlling Authority of the School shall be the Education Board of the Wanganui Education

 District as constituted pursuant to Section 15 of the Education Act 1964.
- (b) The School shall be managed by a School Committee constituted pursuant to the provisions of Section 26 of the Private Schools Conditional Integration Act 1975. The School Committee shall consist of:-
 - (i) One (1) member to be appointed by the Proprietor of the School;
 - (ii) Six (6) members to be elected by the parents of children attending the School PROVIDED HOWEVER that in the event of the School roll altering at any time then the number of such members shall be fixed by ascertaining the number of members that a State School Committee would have, based on the current School roll in accordance with the provisions of the School Committees Administration Regulations 1965 and subtracting one from that number.
- (c) Any election conducted pursuant to Section 26 of the Private Schools Conditional Integration Act 1975 shall be conducted as nearly as possible in the manner prescribed by the School Committees Administration Regulations 1965 and any regulations made in amendment

thereof or in substitution therefor and the provisions of those regulations shall, with any necessary modifications, be applied accordingly.

- (d) The control and management of the School shall be exercised subject to the provisions of Section 25 (6) of the Private Schools Conditional Integration Act 1975.
- 8. THE School had a roll of One hundred and eighty-four (184) pupils as at the 30th September 1980 being the year when the roll figures were last compiled. It is agreed by and between the parties hereto that the maximum roll of the School shall be One hundred and eighty-five (185) pupils.
- 9. THE Proprietor agrees that pursuant to Paragraphs (d) and (e) of Clause 3 of this Deed of Agreement he will bring the School up to the minimum standard of accommodation laid down from time to time by the Director-General for a comparable State School.
- 10. (a) PREFERENCE of enrolment at the School under Section 29 (1) of the Private Schools Conditional Integration Act 1975 shall be given only to those children whose parents have established a particular or general religious connection with the Special Character of the School and the Controlling Authority shall not give preference of enrolment to the parents of any child unless the Proprietor has stated that those parents have established such a particular or general religious connection with the Special Character of the School.
- (b) In accordance with Section 7 (6) (h) of the Private Schools Conditional Integration Act 1975 unless the Proprietor and the Controlling Authority otherwise agree and subject to places being available, the number of pupils whose parents do not have a preference of enrolment at the School in accordance with the

provisions of Section 29 (1) of the Private Schools Conditional Integration Act 1975 shall be limited at all times to nine (9) pupils out of the total roll of the School and the Controlling Authority shall not enrol more than that number PROVIDED THAT to maintain and preserve the Special Character of the School the Controlling Authority in classifying such pupils so enrolled shall endeavour to reasonably distribute them through the range of classes offered by the School.

- (c) Wherever any difficulty arises related to enrolment at the School in terms of Section 54 of the Private Schools Conditional Integration Act 1975, it may be referred to the Controlling Authority of the School pursuant to the provisions of the said section.
- 11. IT is agreed by and between the parties hereto that as Religious observances and Religious instruction form part of the Education with a Special Character provided by the School, Religious observances and Religious instruction in accordance with the determination made from time to time by the Roman Catholic Bishop of the Diocese of Palmerston North shall continue to form part of the School programme in accordance with Sections 31 and 32 of the Private Schools Conditional Integration Act 1975.
- 12. THE Proprietor, together with his servants, agents and licensees, shall, subject to the proviso to Section 40 (2) (i) of the Private Schools Conditional Integration Act 1975, have at all reasonable times access to the School to ensure that the Special Character of the School is being maintained.
- 13. THE Proprietor, together with his servants, agents and licensees, shall have at all reasonable times access to the land and buildings of the School constituting the School premises sufficient to enable him to exercise the powers and carry out the responsibilities vested in him and imposed on him by the Private Schools Conditional Integration Act 1975 and by this Deed of Agreement.

- 14. AN advertisement for the position of Principal of the School shall in accordance with Section 65 (1) (a) of the Private Schools Conditional Integration Act 1975 state that a willingness and ability to take part in Religious instruction appropriate to the Special Character of the School shall be a condition of appointment. Any person so appointed to the position of Principal shall accept these requirements as a condition of appointment. The Principal so appointed shall accept and recognise a responsibility to maintain and preserve the Special Character of the School.
- 15. THERE shall be a position at the School to be designated Director of Religious Studies in accordance with Section 65 (1) (b) of the Private Schools Conditional Integration Act 1975, which position shall be part of the normal staffing entitlement of the School as established by Regulations made under the Education Act 1964 and an advertisement for that position shall state that a willingness and ability to take part in Religious instruction appropriate to the Special Character of the School shall be a condition of appointment. Any person so appointed to the position of Director of Religious Studies shall accept these requirements as a condition of appointment. The Director of Religious Studies shall give quidance and provide effective leadership in Religious instruction and observances throughout the School PROVIDED HOWEVER that in the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement then the position of Director of Religious Studies shall be determined in accordance with the then current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder and as is more particularly described in the Fourth Schedule hereto.
- 16. A person appointed as aforesaid to the position of Director of Religious Studies at the School, shall undertake such teaching duties, if any, as may be required by the Principal of the School.

- 17. THERE shall be two (2) other teaching positions at the School which in accordance with Section 65 (1) (c) of the Private Schools Conditional Integration Act 1975, shall be positions of . importance carrying a responsibility for Religious instruction and an advertisement for 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 person so appointed to these positions shall accept these requirements as a condition of appointment PROVIDED HOWEVER that in the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement then the number of teaching positions designated under Section 65 (1)(c) of the Private Schools Conditional Integration Act 1975 as positions of importance carrying a responsibility for Religious instruction shall be determined in accordance with the then current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder and as is more particularly described in the Fourth Schedule hereto.
- 18. IN the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement, whereby the School becomes entitled to a position of Senior Teacher Junior Classes, it is agreed pursuant to Section 65 (1)(d) of the Private Schools Conditional Integration Act 1975 that the Controlling Authority of the School in advertising the position of Senior Teacher Junior Classes shall state that a willingness and ability to take part in Religious instruction appropriate to the Special Character of the School shall be a condition of appointment. Any person so appointed to the position of Senior Teacher Junior Classes shall accept these requirements as a condition of appointment.
- 19. THE position of Deputy Principal at the School is agreed pursuant to Section 66 of the Private Schools Conditional Integration Act 1975 to be a special position that requires particular capabilities in the teacher appointed, namely, to assist in planning and organising the courses and programmes at the School to ensure that they reflect the Special Character of the School and an advertisement for the position of Deputy Principal shall state

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that possession of these capabilities shall be a condition of appointment. Any person so appointed to the position of Deputy Principal shall accept these requirements as a condition of appointment.

- 20. THE Proprietor may with the consent of the Controlling Authority in accordance with Section 69 (1) of the Private Schools Conditional Integration Act 1975 arrange for any retired teacher to undertake voluntary tasks to assist in the School with the teaching of Religious observances and Religious instruction appropriate to the Special Character of the School.
- 21. IT is agreed by and between the parties hereto that as Religious observances and Religious instruction form part of the Education with a Special Character provided by the School the Proprietor may employ any person as a Chaplain or otherwise, for the purposes of Religious observances or instruction and the provisions of Section 69 (2) and (3) of the Private Schools Conditional Integration Act 1975 shall apply.
- 22. THE Proprietor of the School shall have the right to enter into an Agreement with the parents or other persons accepting responsibility for the education of a child provided that, as a condition of enrolment and attendance of that child at the School, the parents or other persons shall pay attendance dues established in respect of the School or group of Integrated Schools owned by the Proprietor or Proprietors of other Roman Catholic Integrated Schools at such rates and subject to such conditions as may be approved from time to time by the Minister, by notice in the New Zealand Gazette in accordance with Section 36 of the Private Schools Conditional Integration Act 1975.
- 23. THE School is a Primary School for boys and girls from new entrants to Standard Four 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.

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- 24. WHERE any of the costs associated with the conduct of the Proprietor's land and buildings that are not part of the School premises cannot be separated from the costs associated with the operation of the School premises, the Proprietor and the School Committee and or the Controlling Authority shall contribute to such costs according to their respective use of the services and facilities.
- 25. 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.
- 26. 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 1981 School year to any person employed at the School up to the effective date of integration.
- 27. THE Minister shall subject to Clause 3 (d) and (e) of this Deed of Agreement after the effective date hereof maintain the School premises and the associated facilities in a state of repair order and condition as for a comparable State School under the same Controlling Authority and provide for the maintenance of the chattels as though the School were a State School. The School shall be entitled to such furniture and equipment as the Controlling Authority supplies from time to time to comparable State Schools.
- 28. THE effective date of this Deed of Agreement shall be the 25th day of May 1981
- 29. ON and after the effective date specified in this Deed of Agreement the School shall be an integrated School in terms of the Private Schools Conditional Integration Act 1975.

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

SIGNED by PETER JAMES CULLINANE

the Roman Catholic Bishop of the Diocese of Palmerston North and sealed with the Seal of Office of the Diocese of Palmerston North in the presence of:

Mr. Concanna 36 Thaka St Palmertan Marth THE WASHING ON THE DIO TO SECOND WINE SESTION ON THE THE PARTY ON THE PROPERTY OF THE PARTY OF T

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

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FIRST SCHEDULE

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

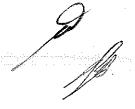
THE PROPRIETOR'S LAND

by Transfer 385925.

All that land, school buildings and other improvements owned by the Roman Catholic Bishop of the Diocese of Palmerston North situate at 304 Albert Street, Palmerston North, New Zealand, and being known as St. James' School, Palmerston North, and being more particularly described as follows:

All that freehold parcel of land containing 1.5432 hectares more or less situate in the City of Palmerston North being part Lots 14 and 15 on Deposited Plan 666 part Lot 1 on Deposited Plan 11624, part Lot 2 on Deposited Plan 18154 and part Lot 2 on Deposited Plan 19905 and being all the land in Certificate of Title Volume 17D Folio 121 (Wellington Registry) having appurtenant to Part Lot 2 on Deposited Plan 18154 the right of way and the right to lay pipes for supplying and conveying water along the Part Lot 1 Deposited Plan 18154 created by Transfer 385925

SUBJECT TO as to Part Lot 2 on Deposited Plan 18154 to the right of way appurtenant to Lot 1 Deposited Plan 18154 created



SECOND SCHEDULE

Description of land buildings and other improvements comprising the School premises

THE SCHOOL PREMISES

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

Fences

SITE

ST JAMES SCHOOL, PALMERSTON NORTH

THIRD SCHEDULE

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

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 tradesmen or in a workmanlike manner to the Wanganui Education Board standards. These works are to be planned, executed and paid for by the proprietor subject to the provisions of

AGREED PHASING OF WORK TO BE COMPLETED BY

	25.5.81	31.3.82	31.3.83	31.3.84	31.3.85	31.3.86	
ences							
Replace battens, restrain wires and extend fence on south east boundary Restrain wires and refix battens on south west		×		·			
boundary Define and provide a suitable fence along north Past houndary to and of Block h		×					
Straighten corrugated iron fence by excavating footings, plumb structure then pour concrete		×	1 111				
footings on boundary fronting Block D. Provide shelter wall for incinerator to		×	·				
education board requirements.				×			
Rake out and patch seal behind Block A and clean stormwater sump		>	,				
Fit sump silt trap with grating on eastern side of Block B.		4					
Provide concrete edging to all seal/grass areas Clean out all sumps		< × ×					
CK A							
Refix fascia where previous aerial main power stupply wires entered buildings		×					
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Sealed Areas

THIRD SCHEDULE AGREED PHASING OF WORK TO BE COMPLETED BY

31.3.86			
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1 31.3.82	** * ***	*	× ×××
25.5.81	makan dapatan sa		
BLOCK A (Exterior) continued	Ease window sash to toilet on east side Replace bottom panels to exterior doors Patch corridor doors where mortise locks have been removed Reglaze north side corridor doors with screw fix beads Refix foundation vents Replace missing cabin hooks Replace missing cabin hooks Fit door stops to secondary egress doors to prevent downpipes being damaged by doors on opening	Replace 6x4 blade louvre fittings on west side Replace fabric roof areas with long run galvanised iron and provide spouting and downpipes to discharge into standard sumps Interior	Area 1 Punch nails into floor and stop up holes Repaint all areas Repair sliding doors Areas 2 and 3 Refix beading around sink Remove night latch Ease sash in area 3 Replace water heater

ST JAMES SCHOOL, PALMERSTON NORTH

THIRD SCHEDULE

AGREED PHASING OF WORK TO BE COMPLETED BY

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	25.5.81	elikanen langungan kangan					·	PARI CAST water plant with the cast	X	×				
	BLOCK A (Interior) continued	Area 4 Clean concrete floors by chemical treatment Treat ceilings for mould then repaint	Hase doors Replace rusted cistern brackets Replace wooden toilet seats with plastic type Area 5	െ നേന	Remove board over louvres and make operable Area 6	Clean concrete floors by chemical treatment Treat ceiling for mould and repaint	Replace wooden toilet seats with plastic type Area 7	Clean concrete floor by chemical treatment Remove board over louvres and make operable	Area o Funch nails into floor and stop up holes Repair louvre mechanism south wall Areas 9. 13 and 14	nail hol	to boys and girls toilets Areas 10, 11 and 12	Prepare wooden floor, sand and seal Replace panels to bottom of wooden doors	Replace fourtes Replace side chalkboard with display board	
menting entire act.	Ħ											· /		fg.

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THIRD SCHEDULE AGREED PHASING OF WORK TO BE COMPLETED BY

BLOCK A Interior (continued)	25.5.81	31.3.82	31.3.83	31.3.84	31.3.85	31.3.86
Area 11 Punch nails into floor and stop up holes	×					
Punch nails into floor and stop up holes Ease windows	×	×				
Mechanical						
Areas 3-7, 8, 10, 11 and 12 Provide thermostat and time switch controls for		i				
Areas 2 and 15 Provide heating with time switch and thermostat	·	×				
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Provide additional wall mounted socket to		×			, i y	:
d 12		×				
Repair damaged power outlet		×				
BLOCK B			1			,
Exterior						
Refix foundation vents Replace fabric roof with long run galvanised		××				
iron Interior						
Funch nails into floor and stop up holes Ease doors and fittings	×	>				
Ease all windows and replace catches Check all louvres and repair as necessary		.		· · · · · · · · · · · · · · · · · · ·		
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ST JAMES SCHOOL, PALMERSTON NORTH

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AGREED PHASING OF WORK TO BE COMPLETED BY

THIRD SCHEDULE

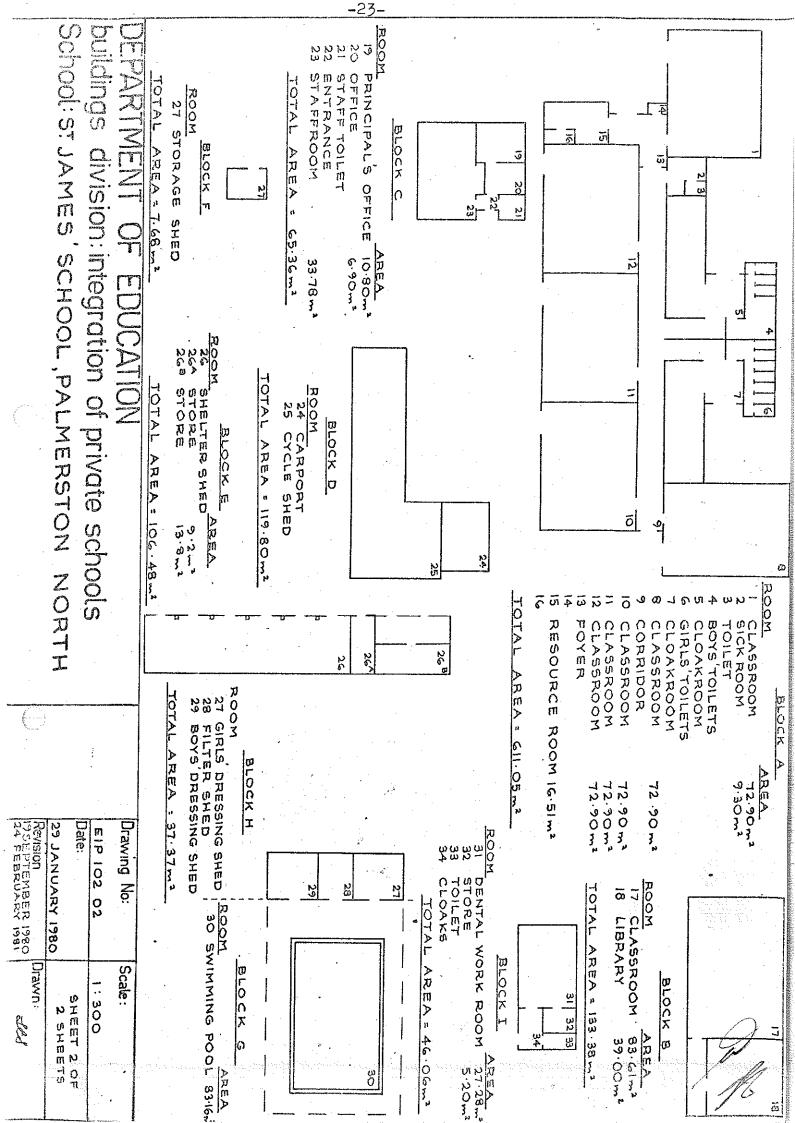
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and the second s	Block B Interior (continued)	Area 18 Repair door Fit beading above shelving Refix carpet tiles near entrance door to Area 17	Mechanical Areas 17 and 18 Provide time switch and thermostat control to infra red heaters	Electrical Area 18 Upgrade switchboard . Upgrade lighting to state school standards	rovine auditional wall power socket outlets to education board requirements Repair power socket outlet	Fire Protection Install 1x10 litre water/gas fire exting- uisher in area 17	BLOCK C	Mechanical Provide time switch and thermostat control to infra red heater in area 22	Fire Protection Install 1x2 kg CO ² fire extinguisher in area	

THIRD SCHEDULE AGREED PHASING OF WORK TO BE COMPLETED BY

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51.5.	×	*** *	*****	×	×	×
25.5.81						
BLOCK G	Mechanical Frovide a proper facility for storing calcium hypochlorite in accordance with the notice contained in Education Gazette dated	Repair feet of filter vessels Replace or overhaul pump motor unit Reinstate automatic electric chlorinator Protect feet of filter vessels and low level pump/pipes from water	Exterior Rehang sliding doors to girls toilet Replace door to girls changing shed Replace sliding door to boys toilet Repair downpipe sump Replace two louvre blades Repair door to filtration shed Paint all replacement joinery	BLOCK I Exterior Replace spouting and downpipes on west side Repaint exterior	Interior Repaint interior completely Repair damaged walls	Electrical Thistall a CBEL unit in area 31
	G 31.3.83 31.3.84 31.3.85 31.3.84 31.3.85 31.3.	definition of a proper facility for storing calcium hypochlorite in accordance with the notice contained in Education Gazette dated 1 February 1980	nical vide a proper facility for storing alcium hypochlorite in accordance with the otice contained in Education Gazette dated February 1980 air feet of filter vessels and low level ump/pipes from water water	nical vide a proper facility for storing alcium hypochlorite in accordance with the retree contained in Education Gazette dated should be alcontained in Education Gazette dated as a contained in Education and in Education Stories and low level x x x x x x x x x x x x x x x x x x x	nical Adding doors to girls toilet and shifted according and downpipes on west side and experimentations and downpipes on west side and experimentations are the dated and an experimentations and downpipes on west side and control filter versels and low level and shifted according doors to girls toilet and all replacement joinery and all replacement joinery and according and downpipes on west side and exterior x x x x x x x x x x x x x x x x x x	mical whose facility for storing and subject of filter vessels and low level feet of filter vessels and low level feet of filter vessels and low level face sliding doors to girls toilet and completely sum overtain subject on the storing shed are sliding doors to girls toilet and low level are sliding doors to girls toilet are sliding and downpipes on west side are the sterior completely are the sterior completely are the sterior completely are the sterior completely are the sterior down to girls to are the sterior completely are the sterior contains and sterior completely are the sterior con

AGREED PHASING OF WORK TO BE COMPLETED BY

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BLOCK I Electrical (continued)	25.5.81	31.3.82	31.3.83	31.3.84	31.3.85	31.3.86
Provide heating to state school standards in area 31 Upgrade switchboard to MWD standards		××				
Fire Protection Install 1x2kg CO ² fire extinguisher in area	:	×	enemister a (1904 - 1 44 de 144 de 14	di	**************************************	
FIRE PROTECTION - GENERAL Install a manual fail safe fire alarm system in Blocks A and B with call points and bells audible throughout the school	×					
BUILDING REQUIREMENTS Provide the following facilities:		M Miles Mercente per mental adaptaten		and a second and a second as a second as		
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<pre>Sanitary towel disposal unit for female } staff toilet</pre>				×	**	
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Schedule of staff appointments to

e Private			
Sections 65(1) & 66 of the	Deputy Principal to be Appainted under S.66 Private Schools Conditional Integration Act 1975 Number of Staff to be so Appointed	Column 6	мененененененененене
Northwinder Sections Special Character of the School		Column 5	- 1121212222222222222222222222222222222
Palmerstor	nior Teacher Junic asses to be Appointed as 5. 65 (1) (4) ivate Schools Commal Integration Acres of Staff to appointed	Column 4	नम्मम्बन्तस्त्वस्त्तस्त्रस्त्
to St. James' School	Director of Religious Studies to be Appointed under S.65 (1) (b) Private Schools Conditional Integration Act 1975 Scale A or BI or Higher	Column 3	: : = = = = = = = = = = = = = = = =
of staff appointments	Principal to be Appointed under S.65 (1) (a) Frivate Schools Conditional Integration Act 1975 Nuber of Staff to be so Appointed	Column 2	
dule of schools con	otal Staff	olumn 1	122422222222222222222222222222222222222

The above Schedule has been prepared for use when the staffing entitlement of the School alters at any time during the currency of this Deed of Agreement to enable the parties hereto by reference to the total staffing entitlement of the School in Column (1) hereof to determine the number of teaching positions at the School which in terms of Section 65 (1) (a), (b), (c) and (d) of the Private Schools Conditional Integration Act 1975 and Clauses 14, 15, 17 and 18 of this Deed carry a responsibility for Religious instruction and require a willingness and ability to take part in Religious instruction or in terms of Section 66 of the Private Schools Conditional Integration Act 1978 require a particular capability in the teacher as described in Clause 19 of the Deed of Agreement. The Schedule to be read across from left to right.

2. Column (5). Section 65 (1) (c) must apply to the number of other positions indicated in the Column and may be made up of teachers appointed and or other permanent appointments. It is recommended that where the School has a total staffing entitlement of up to eleven there should be at least one appointed as a permanent Scale A Teacher and in schools with a total staffing entitlement of between there should be two appointed as permanent Scale A Teachers and in schools with a total staffing entitlement of between there and twenty-one there should be at least three appointed as permanent Scale A Teachers.

SIX (6) teachers The School as at the effective date hereof has a staffing entitlement of