

THIS DEED OF AGREEMENT is made the 27 day of APRIL
One thousand nine hundred and eighty-one (1981) BETWEEN
THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF CHRISTCHURCH
a "Corporation Sole" (hereinafter with his successors
referred to as "the Proprietor") of the first part AND
HER MAJESTY THE QUEEN acting by and through the Minister
of Education (hereinafter referred to as "the Minister")
of the second part


WHEREAS

- A The Proprietor is the owner of St. Joseph's
School, Ashburton (hereinafter
referred to as "the School")
- B The School is a Roman Catholic Primary School
for boys and girls from new entrants to Form
Two offering Education with a Special Character
- C The School was established in 1880 and up to the
effective date of integration teaching staff was
provided by the Roman Catholic Religious Order of
Women known as the Sisters of Our Lady of the
Missions. The said Order will continue after the
effective date of integration to offer teaching
staff to the School, so long as it has members
available for that purpose.
- D The Minister and the Proprietor have agreed to
enter into this Deed of Agreement pursuant to the
Private Schools Conditional Integration Act 1975,
whereby the School is to be established as an
integrated school

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

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

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2. THE School's Special Character as is hereinafter described, shall incorporate the Education with a Special Character as provided in the School AND IT IS HEREBY AGREED AND DECLARED that the School shall at all times in the future be conducted and operated so as to maintain and preserve the School's Special Character and these presents shall be interpreted so as to maintain and preserve the Special Character of the School.

3. ON behalf of the Proprietor it is hereby agreed that:-

- (a) The Proprietor is the owner of all the land and improvements more particularly described in the First Schedule hereto (hereinafter referred to as "the Proprietor's land") and of which for the purposes of this Deed of Agreement, the School premises form part only. The School premises for the purposes of this Deed of Agreement being the land and improvements more particularly described in the Second Schedule hereto (hereinafter referred to as "the School premises")
- (b) The Proprietor shall set apart and appropriate as owner all the School premises and all the chattels and other assets of the Proprietor associated with the School exclusively for the purposes of the School as an integrated School, so that the Controlling Authority of the School shall have the exclusive right to the possession and use of the School premises and chattels

PROVIDED THAT -

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

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

(ii) With the consent of the Proprietor, the School Committee may grant the use of the School premises and chattels to other person or persons at any time when the School premises and chattels are not required for School purposes and the Proprietor shall not unreasonably or arbitrarily withhold his consent. The School Committee may require any such person or persons to pay a reasonable fee to the School Committee as a condition of such use.

(c) The Proprietor shall accept and meet the liability for all mortgages, liens and other charges upon the land and buildings comprising the School premises.

(d) The Proprietor shall plan, pay for, and execute the improvements described in the Third Schedule hereto, to the School premises, so as to bring the School buildings and associated facilities forming part of the School premises up to the minimum standard for comparable State Schools prevailing at the effective date of this Deed of Agreement. Such improvements to be carried out in accordance with the dates specified against such improvements in the Third Schedule hereto. The Proprietor shall upon completion of any improvements to electrical services described in the Third Schedule hereto arrange for the local Electrical Supply Authority to inspect the School premises in terms of Regulation 45 of the Electrical Supply Regulations 1976.

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

5. THE Special Character of the School is that it is a Roman Catholic School for boys and girls established by the Roman Catholic Bishop of the Diocese of Christchurch, New Zealand, for the Roman Catholic Community of the Diocese of Christchurch which promotes and supports the School and of which the School is part, to provide and to continue to provide Education with a Special Character, that is to say:

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

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

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

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

7. (a) THE Controlling Authority of the School shall be the Education Board of the Canterbury Education District as constituted pursuant to Section 15 of the Education Act 1964.

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

- (i) One (1) member to be appointed by the Proprietor of the School;
- (ii) Eight (8) members to be elected by the parents of children attending the School PROVIDED HOWEVER that in the event of the School roll altering at any time then the number of such members shall be fixed by ascertaining the number of members that a State School Committee would have, based on the current School roll in accordance with the provisions of the School Committees Administration Regulations 1965 and subtracting one from that number.

- (c) Any election conducted pursuant to Section 26 of the Private Schools Conditional Integration Act 1975 shall be conducted as nearly as possible in the manner prescribed by the School Committees Administration Regulations 1965 and any regulations made in amendment
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thereof or in substitution therefor and the provisions of those regulations shall, with any necessary modifications, be applied accordingly.

- (d) The control and management of the School shall be exercised subject to the provisions of Section 25 (6) of the Private Schools Conditional Integration Act 1975.

8. THE School had a roll of Two hundred and one (201) 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 Two hundred and seven (207) 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

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provisions of Section 29 (1) of the Private Schools Conditional Integration Act 1975 shall be limited at all times to ten (10) pupils out of the total roll of the School and the Controlling Authority shall not enrol more than that number PROVIDED THAT to maintain and preserve the Special Character of the School the Controlling Authority in classifying such pupils so enrolled shall endeavour to reasonably distribute them through the range of classes offered by the School.

- (c) Wherever any difficulty arises related to enrolment at the School in terms of Section 54 of the Private Schools Conditional Integration Act 1975, it may be referred to the Controlling Authority of the School pursuant to the provisions of the said section.

11. IT is agreed by and between the parties hereto that as Religious observances and Religious instruction form part of the Education with a Special Character provided by the School, Religious observances and Religious instruction in accordance with the determination made from time to time by the Roman Catholic Bishop of the Diocese of Christchurch shall continue to form part of the School programme in accordance with Sections 31 and 32 of the Private Schools Conditional Integration Act 1975.

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

13. THE Proprietor, together with his servants, agents and licensees, shall have at all reasonable times access to the land and buildings of the School constituting the School premises sufficient to enable him to exercise the powers and carry out the responsibilities vested in him and imposed on him by the Private Schools Conditional Integration Act 1975 and by this Deed of Agreement.

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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 guidance and provide effective leadership in Religious instruction and observances throughout the School PROVIDED HOWEVER that in the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement then the position of Director of Religious Studies shall be determined in accordance with the then current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder and as is more particularly described in the Fourth Schedule hereto.

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


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17. THERE shall be one (1) other teaching position at the School which in accordance with Section 65 (1) (c) of the Private Schools Conditional Integration Act 1975, shall be a position of importance carrying a responsibility for Religious instruction and an advertisement for this position shall state that a willingness and ability to take part in Religious instruction appropriate to the Special Character of the School shall be a condition of appointment. Any person so appointed to this position shall accept these requirements as a condition of appointment PROVIDED HOWEVER that in the event of the staffing entitlement of the School altering at any time during the 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. THERE shall be a position at the School to be designated as Senior Teacher Junior Classes in accordance with Section 65 (1) (d) of the Private Schools Conditional Integration Act 1975 and the Controlling Authority of the School in advertising the position of Senior Teacher Junior Classes shall state that a willingness and ability to take part in Religious instruction appropriate to the Special Character of the School shall be a condition of appointment. Any person so appointed to the position of Senior Teacher Junior Classes shall accept these requirements as a condition of appointment PROVIDED HOWEVER that in the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement then the position of Senior Teacher Junior Classes shall be determined in accordance with the then current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder and as is more particularly described in the Fourth Schedule hereto.

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19. THE position of Deputy Principal at the School is agreed pursuant of 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 and an advertisement for the position of Deputy-Principal shall state that possession of these capabilities shall be a condition of appointment. Any person so appointed to the position of Deputy Principal shall accept these requirements as a condition of appointment.

20. THE Proprietor may with the consent of the Controlling Authority in accordance with Section 69 (1) of the Private Schools Conditional Integration Act 1975 arrange for any retired teacher to undertake voluntary tasks to assist in the School with the teaching of Religious observances and Religious instruction appropriate to the Special Character of the School.

21. IT is agreed by and between the parties hereto that as Religious observances and Religious instruction form part of the Education with a Special Character provided by the School the Proprietor may employ any person as a Chaplain or otherwise, for the purposes of Religious observances or instruction and the provisions of Section 69 (2) and (3) of the Private Schools Conditional Integration Act 1975 shall apply.

22. THE Proprietor of the School shall have the right to enter into an Agreement with the parents or other persons accepting responsibility for the education of a child providing that, as a condition of enrolment and attendance of that child at the School, the parents or other persons shall pay attendance dues established in respect of the School or group of Integrated Schools owned by the Proprietor or Proprietors of other Roman Catholic Integrated Schools at such

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rates and subject to such conditions as may be approved from time to time by the Minister, by notice in the New Zealand Gazette in accordance with Section 36 of the Private Schools Conditional Integration Act 1975.

23. THE School is a Primary School for boys and girls from new entrants to Form II and shall remain so until such time as an agreement to a change in this organisation of the School is reached between the Proprietor and the Minister and the parties hereto enter into a supplementary Deed of Agreement to give effect thereto.

24. WHERE any of the costs associated with the conduct of the Proprietor's land and buildings that are not part of the School premises cannot be separated from the costs associated with the operation of the School premises, the Proprietor and the School Committee and or the Controlling Authority shall contribute to such costs according to their respective use of the services and facilities.

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

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26. THE Proprietor shall not engage any teachers between the day of execution of this Deed of Agreement and the effective date of integration other than those whose names have already been notified by the Proprietor to the Director-General of Education without first obtaining the consent of the Director-General.

27. THE Proprietor shall reimburse the Minister for the payment of salary, wages and 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.

28. 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.

29. THE effective date of this Deed of Agreement shall be the 7th day of September 1981.

30. 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.

31. THIS Deed of Agreement is subject to the condition that the transfer of the ownership to the Proprietor of the land in Certificate of Title Volume 760 Folio 66 (Lot 2 on Deposited Plan M738) and Volume 335 Folio 28, (Lot 2 on Deposited Plan 5672), as described in the First Schedule, is completed and is registered on or before the seventh day of August 1981 in the Land Transfer Office Christchurch. If this condition is not fulfilled this agreement shall be nul and void and of no effect.

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

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

*Dunal
General Manager
Christ Church.*

B.P. Ashby

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

*MJ Yellor
Private Secretary
12 Hahira Road
Wellington, 3.*

Mervyn Langlois

FIRST SCHEDULE

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

THE PROPRIETOR'S LAND

All that land, school buildings, hall, Church, Presbytery and other improvements owned by the Roman Catholic Bishop of the Diocese of Christchurch situated at Havelock Street, Ashburton, New Zealand, delineated in green, known as St. Joseph's School and St. Joseph's Catholic Church and Presbytery and being more particularly described as follows:-

FIRSTLY all that freehold parcel of land comprising 9434 square metres more or less situated in the Borough of Ashburton being Town Sections 644, 645, 646, 655, 656, 660, 661, 662 and part of Town Sections 647, 648, 649 and 654 part of the said land being more particularly described as Lot 1 on Deposited Plan No. 19738 and being all that land in Certificate of Title Volume 760 Folio 67 (Christchurch Registry).

SECONDLY all that freehold parcel of land comprising 1492 square metres more or less situated in the Borough of Ashburton being part of Town Sections 647, 648, 649 and being more particularly described as Lot 2 on Deposited Plan 19738 and being all that land in Certificate of Title Volume 760 Folio 66 (Christchurch Registry).

THIRDLY all that freehold parcel of land comprising 5341 square metres more or less situated in the Borough of Ashburton being Town Sections 650, 651, 652, 653 and parts of Town Sections 649, 654 part of the said land being more particularly described as Lot 2 on Deposited Plan 5672 and being all that land in Certificate of Title Volume 335 Folio 28 (Christchurch Registry).

FOURTHLY all that freehold parcel of land comprising 1333 square metres more or less situated in the Borough of Ashburton being Town Section 665 and part of Section 664 Town of Ashburton and being all that land in Certificate of Title Volume 483 Folio 41 (Christchurch Registry).

FIFTHLY all that freehold parcel of land comprising 690 square metres more or less situated in the Borough of Ashburton being part of Town Section 664 Town of Ashburton and being all that land in Certificate of Title Volume 483 Folio 40 (Christchurch Registry).

SIXTHLY all that freehold parcel of land comprising 1012 square metres more or less situated in the Borough of Ashburton being Town Section 663 and being all that land in Certificate of Title Volume 40 Folio 71 (Christchurch Registry).

SEVENTHLY all that freehold parcel of land comprising 1012 square metres more or less situated in the Borough of Ashburton being Section 659 Town of Ashburton and being all that land in Certificate of Title Volume 6B Folio 99 (Christchurch Registry). Subject to the reservations and conditions imposed by Section 59 of the Land Act 1948.

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EIGHTLY all that freehold parcel of land comprising 1012 square metres more or less situated in the Borough of Ashburton being Section 672 Town of Ashburton and being all that land in Certificate of Title Volume 40 Folio 273 (Christchurch Registry).

NINTHLY all that freehold parcel of land comprising 1012 square metres more or less situated in the Borough of Ashburton being Section 671 Town of Ashburton and being all that land in Certificate of Title Volume 40 Folio 272 (Christchurch Registry).

TENTHLY all that freehold parcel of land comprising 1012 square metres more or less situated in the Borough of Ashburton being Section 670 Town of Ashburton and being all that land in Certificate of Title Volume 507 Folio 77 (Christchurch Registry).

ELEVENTHLY all that freehold parcel of land comprising 1012 square metres more or less situated in the Borough of Ashburton being Section 669 Town of Ashburton and being all that land in Certificate of Title Volume 40 Folio 270 (Christchurch Registry).

There is a debt to the Diocesan Education Development Fund of the Roman Catholic Diocese of Christchurch.

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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 annexed plan of the Proprietor's land which plan forms part of this schedule together with all school buildings and other improvements thereon SAVE AND EXCEPT the cycle sheds, garage, store and land immediately surrounding the same more particularly delineated in blue on the annexed plan AND Areas 21,22,23 and 44 as shown on diagrams forming part of the Third Schedule hereto together with a reservation in favour of these exempted portions of full rights of access inter se and of ingress and egress to and from these exempted portions.

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ST JOSEPH'S SCHOOL, ASHBURTON

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

THIRD SCHEDULE

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

In those cases where the words "half cost to be met by Education Board" appear in relation to particular works, the building supervisor of the Canterbury Education Board shall draw up the specifications for such particular works and the proprietor shall obtain his approval to the contractor and to the price before commencing such works. All work is to be carried out by competent tradesmen or in a workman like manner to the Canterbury Education Board standards.

AGREED PHASING OF WORK TO BE COMPLETED BY

SITES	7.9.81	31.3.82	31.3.83	31.3.84	31.3.85	31.3.86
Restore ground, soil and seed where necessary		x				
Repair broken sections of fencing and straighten		x				
Provide chimney and arrester for incinerator		x				
<u>SENIOR SCHOOL</u>						
BLOCK A						
Exterior						
Repaint (half cost to be met by Education Board)				x		
Replace broken tiles		x				
Interior						
Repaint all areas (half cost to be met by Education Board)						x
Area 7						
Replace chalkboard		x				
Area 16						
Repair ceiling		x				

ST JOSEPH'S SCHOOL, ASHBURTON

2 AGREED PHASING OF WORK TO BE COMPLETED BY

	7.9.81	31.3.82	31.3.83	31.3.84	31.3.85	31.3.86
<p>BLOCK A (continued)</p> <p><u>Structural</u></p> <p>Remove parapet to brick fire wall at toilets and store end of block; repair, and effectively attach to frame</p> <p>Repair fixing eyes to valley tiles</p>		x x				
<p><u>Electrical</u></p> <p>Replace old switchboard</p> <p>Remove overhead power supply to Block B and replace it with a new power supply installed along the walkway between the blocks</p> <p>Remove portable radiant heater from Area 20 and install permanently connected wall heating</p> <p>Upgrade lighting throughout the block to state school standards</p> <p>Install additional plug socket outlets in each of Areas 5, 7, 10 and 17 (classrooms)</p>	x	x				
<p><u>Fire Protection</u></p> <p>Provide a half hour fire rated partition in the roof space above the dividing wall between 10 and 12</p> <p>Maintain the access from Area 13 to Area 12 to the exterior exit door and provide suitable sign-posting</p> <p>Install a standard fire hose reel in each of Areas 6 and 16</p>	x	x				
<p>BLOCK B</p> <p><u>Exterior</u></p> <p>Repaint (half cost to be met by Education Board)</p> <p>Repair spouting</p> <p><u>Interior</u></p> <p>Repaint all areas (half cost to be met by Education Board)</p> <p><u>Electrical</u></p> <p>Upgrade the lighting in Area 22 to state school standards</p> <p>Provide additional socket outlets in Area 22</p>		x		x		x

ST JOSEPH'S SCHOOL, ASHBURTON

3 AGREED PHASING OF WORK TO BE COMPLETED BY

	7.9.81	31.3.82	31.3.83	31.3.84	31.3.85	31.3.86
BLOCK B (continued) <u>Fire Protection</u> Install a standard fire hose reel in Area 24		x				
<u>JUNIOR SCHOOL</u>						
BLOCK D <u>Exterior</u> <u>Repaint</u> Repair plaster at foundation		x x				
<u>Interior</u> Repair corridor wall (Area 31)		x				
<u>Structural</u> Provide adequate roof tile ties, securely attached throughout the Block		x				
<u>Mechanical: Heating plant Area 35</u> Treat heater flue for corrosion and flash roof correctly to prevent further corrosion Extend the underground oil tank vent by 2m to conform to dangerous goods regulations Insulate the underfloor warm air duct	x	x				
<u>Electrical</u> Remove portable radiant heaters from Areas 27, 30, 32 and 33 Install one additional light over the toilets in Area 40 Provide additional socket outlets in each of Areas 27 and 29 Provide 1 additional socket outlet in each of Areas 30 and 32	x	x x x				

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4/4 AGREED PHASING OF WORK TO BE COMPLETED BY

Junior School: Block D: Call point and bell outside Area 42 with teacher control in Area 33 if required

ST JOSEPH'S SCHOOL, ASHBURTON

5 AGREED PHASING OF WORK TO BE COMPLETED BY

7.9.81	31.3.82	31.3.83	31.3.84	31.3.85	31.3.86
<p>BLOCK D (Continued)</p> <p><u>FURNITURE AND EQUIPMENT</u></p> <p>Replace teachers' desks with desks of a comparable standard to those supplied in state schools</p> <p><u>BUILDING REQUIREMENTS</u></p> <p>Provide the following by new construction or remodelling:</p> <p><u>Junior School</u></p> <p>One WHB in the boys toilet in Block D One STDU in the female staff toilet Separate storage for swimming pool chemicals</p> <p><u>Senior School</u></p> <p>Casualty/Sickroom of 9m² 2 WHB's for the boys toilets in Block B One STDU for the girls toilets One STDU in the female staff toilet</p>					
	x				
		x			

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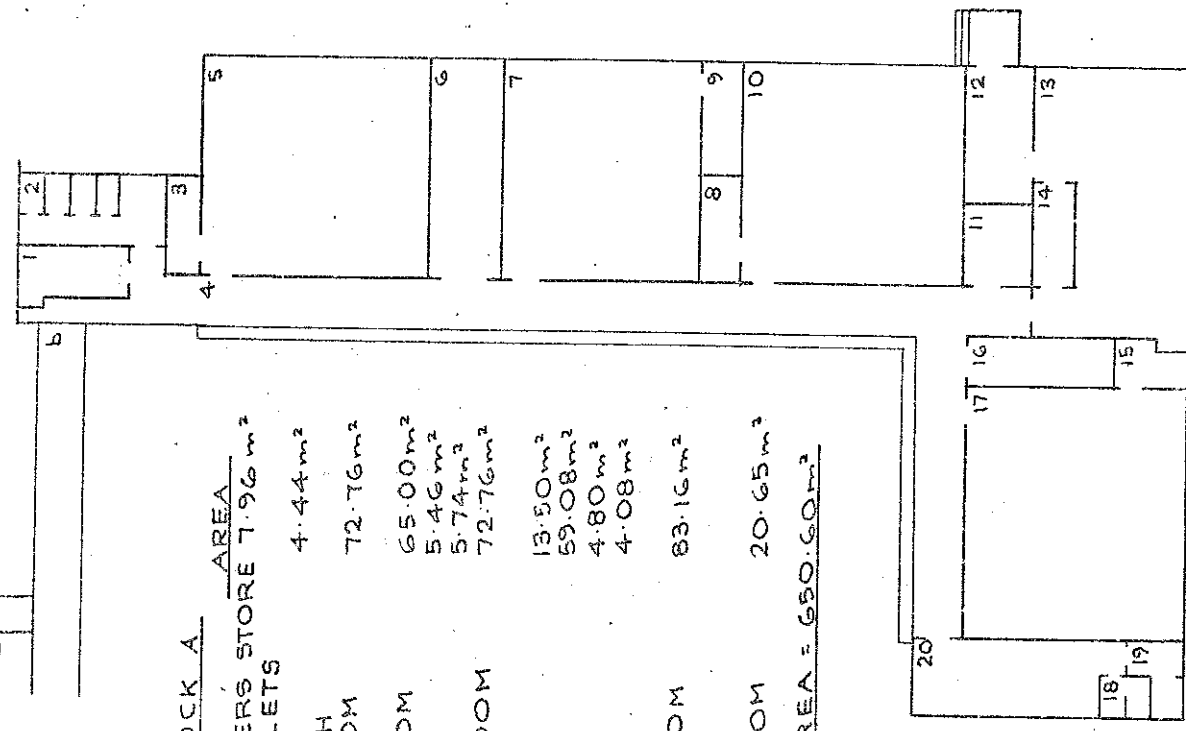
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BLOCK B

NOTE :
--- AREAS NOT TO BE INTEGRATED

ROOM	AREA
1 CARETAKERS STORE	7.96 m ²
2 GIRLS' TOILETS	
3 STORE	4.44 m ²
4 VERANDAH	
5 CLASSROOM	72.76 m ²
6 CLOAKS	
7 CLASSROOM	65.00 m ²
8 STORE	5.46 m ²
9 STORE	5.74 m ²
10 CLASSROOM	72.76 m ²
11 CLOAKS	
12 STORE	13.50 m ²
13 LIBRARY	59.08 m ²
14 STORE	4.80 m ²
15 STORE	4.08 m ²
16 CLOAKS	
17 CLASSROOM	83.16 m ²
18 TOILET	
19 TOILET	
20 STAFFROOM	20.65 m ²
TOTAL AREA = 650.60 m ²	



BLOCK A

a-b COVERED WALKWAY

ROOM	AREA
21 VERANDAH	
22 CLASSROOM	83.16 m ²
23 STORE	5.0 m ²
24 CLOAKS	
25 BOYS' TOILETS	
TOTAL AREA = 169.93 m ²	

BLOCK B

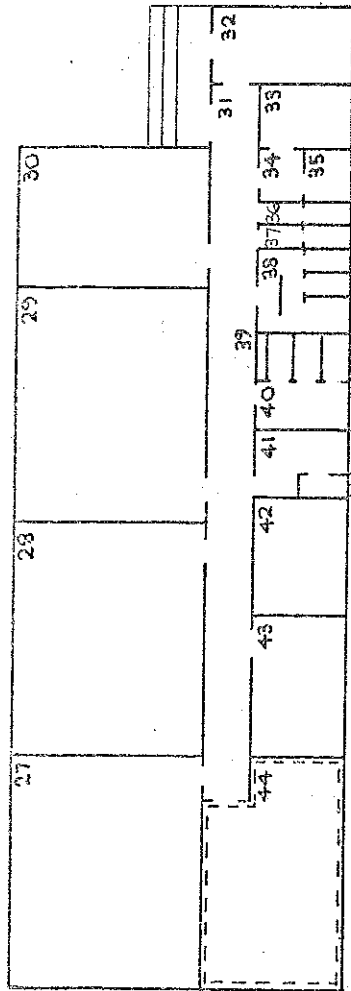
BLOCK C

ROOM	AREA
26 PHYS. ED. STORE	31 m ²
TOTAL AREA = 35.78 m ²	

DEPARTMENT OF EDUCATION
buildings division: integration of private schools
School: ST JOSEPH'S SCHOOL ASHBURTON

Drawing No:	EIP 101 02	Scale:	1:300
Date:	28 JANUARY 1980		
Revision			
Drawn:			del

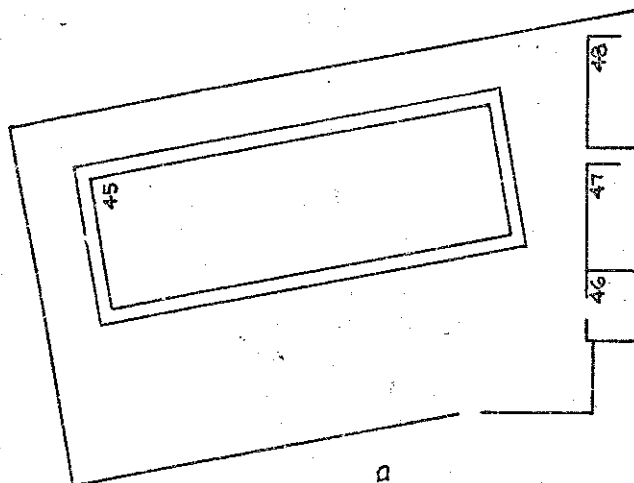
SHEET 2 OF
3 SHEETS



NOTE :
--- AREAS NOT TO BE INTEGRATED

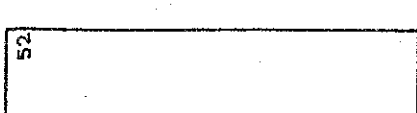
ROOM	AREA
27 CLASSROOM	65.18 m ²
28 CLASSROOM	65.18 m ²
29 CLASSROOM	65.18 m ²
30 STAFFROOM	38.86 m ²
31 CORRIDOR	14.84 m ²
32 PRINCIPAL OFFICE	8.64 m ²
33	
34	
35 HEATING PLANT	
36 FEMALE TOILET	
37 MALE TOILET	
38 BOYS' TOILETS	
39 CUPBOARD	
40 GIRLS' TOILETS	
41 SICK BAY	7.2 m ²
42 STORE	15.40 m ²
43 RESOURCE	18.90 m ²
44 FILM ROOM	45.39 m ²

TOTAL AREA = 489.20 m²



ROOM	AREA
45 SWIMMING POOL	84.80 m ²
46 FILTER SHED	
47 BOYS' CHANGING SHED	
48 GIRLS' CHANGING SHED	

TOTAL AREA OF SHEDS = 26.88 m²



ROOM	AREA
52 CYCLE SHED	53.46 m ²



ROOM	AREA
49 CYCLE SHED	53.90 m ²



ROOM	AREA
50 SHELTER SHED	60.02 m ²



ROOM	AREA
51 CYCLE SHED	36.99 m ²

DEPARTMENT OF EDUCATION
buildings division: integration of private schools
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Drawing No:	Scale:
EIP 101 03	1:300
Date:	SHEET 3 OF 3 SHEETS
28 JANUARY 1980	
Revision	Drawn: JES

FOURTH SCHEDULE.

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

<u>Total Staff Entitlement of School</u>	<u>Principal to be Appointed under 5.65 (1) (a) Private Schools Conditional Integration Act 1975</u>	<u>Director of Religious Studies to be Appointed under 5.65 (1) (b) Private Schools Conditional Integration Act 1975</u>	<u>Senior Teacher Junior Classes to be Appointed under 5.65 (1) (c) Private Schools Conditional Integration Act 1975</u>	<u>Religious Instruction Positions of Importance Number of other teachers to be Appointed under 5.65 (1) (c) of Private Schools Conditional Integration Act 1975</u>	<u>Deputy Principal to be Appointed under 5.66 Private Schools Conditional Integration Act 1975</u>
<u>Number of Staff to be so Appointed</u>	<u>Number of Staff to be so Appointed</u>	<u>Number of Staff to be so Appointed</u>	<u>Number of Staff to be so Appointed</u>	<u>Number of Staff to be so Appointed (See footnote No. 2 to this Schedule)</u>	<u>Number of Staff to be so Appointed</u>
Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
1	1	-	-	-	-
2	1	-	-	1	-
3	1	-	-	1	-
4	1	-	-	2	-
5	1	1	-	1	1
6	1	1	-	2	1
7	1	1	1	1	1
8	1	1	1	2	1
9	1	1	1	2	1
10	1	1	1	3	1
11	1	1	1	3	1
12	1	1	1	4	1
13	1	1	1	4	1
14	1	1	1	5	1
15	1	1	1	6	1
16	1	1	1	7	1
17	1	1	1	7	1
18	1	1	1	7	1
19	1	1	1	8	1
20	1	1	1	9	1
21	1	1	1	9	1
22	1	1	1	9	1
23	1	1	1	10	1
24	1	1	1	10	1
25	1	1	1	11	1
26	1	1	1	11	1
27	1	1	1	12	1
28	1	1	1	12	1
29	1	1	1	12	1
30	1	1	1	13	1

NOTES:

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

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 under the Initial Appointments Scheme and or other permanent appointments. It is recommended that where the School has a total staffing entitlement of up to eleven there should be at least one appointed as a permanent Scale A Teacher and in schools with a total staffing entitlement of between twelve and fifteen there should be two appointed as permanent Scale A Teachers and in schools with a total staffing entitlement of between fifteen and twenty-one there should be at least three appointed as permanent Scale A Teachers.

3. The School as at the effective date hereof has a staffing entitlement of seven (7) teachers.

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