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

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

# WHEREAS

- A The Proprietor is the owner of St Joseph's School BALCLUTHA (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.
- The School was established in 1954 and up to the effective date of integration was conducted and staffed in part by members of the Roman Catholic Religious Order of Women known as the Sisters of Saint Joseph of the Sacred Heart. 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.
- <u>D</u> 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 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

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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

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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.

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

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

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

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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 Otago Education District as constituted pursuant to Section 15 of the Education Act 1964.
- (b) The School shall be managed by a School Committee constituted pursuant to the provisions of Section 26 of the Private Schools Conditional Integration Act 1975. The School Committee shall consist of:
  - (i) One (1) member to be appointed by the Proprietor of the School;
  - (ii) Four (4) members to be elected by the parents of children attending the School <u>PROVIDED HOWEVER</u>

    that in the event of the School roll altering at any time then the number of such members shall be fixed by ascertaining the number of members that a State School Committee would have, based on the current School roll in accordance with the provi-

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

- (c) Any election conducted pursuant to Section 26 of the Private Schools Conditional Integration Act 1975 shall be conducted as nearly as possible in the manner prescribed by the School Committees Administration Regulations 1965 and any regulations made in amendment thereof or in substitution therefor and the provisions of those regulations shall, with any necessary modifications, be applied accordingly.
- (d) The control and management of the School shall be exercised subject to the provisions of Section 25 (6) of the Private Schools Conditional Integration Act 1975.
- 8. THE School had a roll of sixty-nine (69)
  pupils as at the 30th September 1981 being the year when the roll figures were last compiled. It is agreed by and between the parties hereto that the maximum roll of the School shall be eighty (80) 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.

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- 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 four (4) 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

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the School in terms of Section 54 of the Private Schools Conditional Integration Act 1975, it may be referred to the Controlling Authority of the School pursuant to the provisions of the said section.

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

- 14. AN advertisement for the position of Principal of the School shall in accordance with Section 65 (1) (a) of the Private Schools Conditional Integration Act 1975 state that a willingness and ability to take part in Religious instruction appropriate to the Special Character of the School shall be a condition of appointment. Any person so appointed to the position of Principal shall accept these requirements as a condition of appointment. The Principal so appointed shall accept and recognise a responsibility to maintain and preserve the Special Character of the School.
- THERE shall be one (1) other teaching position at the School which in accordance with Section 65 (1) (c) of the Private Schools Conditional Integration Act 1975, shall be a position of importance carrying a responsibility for Religious instruction and an advertisement for the position shall state that a willingness and ability to take part in Religious instruction appropriate to the Special Character of the School shall be a condition of appointment. Any person so appointed to this position shall accept these requirements as a condition of appointment PROVIDED HOWEVER that in the event of the staffing entitlement of the School altering at any time during the 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. + PK

- 16. 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.
- 17 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.
- 18. THE Proprietor of the School shall have the right to enter into an Agreement with the parents or other persons accepting responsibility for the education of a child providing that, as a condition of enrolment and attendance of that child at the School, the parents or other persons shall pay attendance dues established in respect of the School or group of Integrated Schools owned by the Proprietor or Proprietors of other Roman Catholic integrated Schools at such rates and subject to such conditions as may be approved from time to time by the Minister, by notice in the New Zealand Gazette in accordance with Section 36 of the Private Schools Conditional Integration Act 1975.

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- 19. THE School is a Primary School for boys and girls from new entrants to form two and shall remain so until such time as an agreement to a change in this organisation of the School is reached between the Proprietor and the Minister and the parties hereto enter into a supplementary Deed of Agreement to give effect thereto.
- 20. 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.
- 21. IT is acknowledged by and between the parties hereto pursuant to Clause 20 hereof that certain of the services and facilities on or serving the Proprietor's land and buildings are used in common for the purpose of the School premises and as is more particularly delineated on the plan forming part of the Second Schedule hereto. In particular, the sewerage system is used in common and the costs of maintaining that service and facility shall be apportioned as provided in Clause 20 hereof. Where such service or facility is wholly or partly situated outside the School premises the Proprietor will continue to make that service or facility available to the School premises.
- 22. IT is agreed by and between the parties hereto that the Minister and the Proprietor shall be jointly responsible for the exterior maintenance of Block B and the costs of such maintenance shall be apportioned one-third to the Minister and two-thirds to the Proprietor.

- 23. 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.
- 24. 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 1982 School year to any person employed at the School up to the effective date of integration. PROVIDED THAT the Proprietor shall not be required to reimburse the Minister in respect of any salary, wages and holiday pay which has been paid to teachers up to the date of integration by the Minister in accordance with the terms of the Minister's letter of 4 December 1980 to Archbishop Williams.
- 25. THE Minister shall subject to Clause 3(d) and (e) and Clause 22 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.
- 26. THE effective date of this Deed of Agreement shall be the 9th day of June, 1982.
- 27. 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.  $\qquad \qquad \qquad \text{$\mu$ rr}$ 

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

John Patrick Horanigh

Chancellory the Drocese 277 Ruttray St Dimeden

SIGNED FOR AND ON BEHALF OF HER

MAJESTY THE QUEEN by MERVYN LANGLOIS

WELLINGTON Minister of Education in

the presence of :

M.J. Loker 12 Hohiria Road Hatactai,

Wellington.
(Private Decretary)

### FIRST SCHEDULE

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

### THE PROPRIETOR'S LAND

All that land, school buildings, Convent, Church and other improvements owned by the Roman Catholic Bishop of the Diocese of Dunedin, situated at Stewart Street, Balclutha, New Zealand, being known as St Joseph's School, Stewart Street, Balclutha, New Zealand, and being more particularly described as follows, and delineated in green on the plan forming part of the Second Schedule hereto.

FIRST: All that freehold parcel of land containing 809 square metres more or less situate in the Borough of Balclutha, being Part of Lot 8 Block VII Deed plan 100 and being Part of Section 5, Block XXXV, Clutha District, and being all that land in Certificate of Title, Volume 3A, Folio 743 (Otago Registry). Limited as to parcels. Subject to Building Line Restriction imposed by Memorandum of Acceptance X 12866.

SECONDLY: All that freehold parcel of land containing 939 square metres more or less situate in the Borough of Balclutha, being Part Lots 5 and 6, Block VII, Deed Plan 100, and being Part of Section 5, Block XXXV, Clutha District, and being all that land in Certificate of Title, Volume 3A, Folio 733 (Otago Registry). Limited as to parcels.

THIRDLY: All that freehold parcel of land containing 809 square metres more or less, situate in the Borough of Balclutha, being Part of Lot 4, Block VII, Deed Plan 100, and being Part of Section 5, Block XXXV, Clutha District, and being all that land in Certificate of Title, Volume 3A, Folio 745 (Otago Registry). Limited as to parcels.

# <u>Interest at Date of Issue</u>

Building Line Restriction imposed by Memorandum of Acceptance X 13083.

160054 Fencing Provision

FOURTHLY: All that freehold parcel of land containing 809 square metres more or less situate in the Borough of Balclutha being Part of Lot 3 Block VII Deeds Plan 100, and being Part Sections 4 and 5, Block XXXV, Clutha District, and being all that land in Certificate of Title, Volume 7C Folio 786 (Otago Registry). Limited as to parcels.

FIFTHLY: All that freehold parcel of land containing 1618 square metres more or less situate in the Borough of Balclutha, being Part of Lots 1 and 2, Block VII, Deeds Plan 100, and being Part Sections 4 and 5, Block XXXV, Clutha District, and being all that land in Certificate of Title, Volume 3A, Folio 731 (Otago Registry). Limited as to parcels.

<u>SIXTHLY</u>: All that freehold parcel of land containing 2023 square metres more or less situate in the Borough of Balclutha, being Lots 19 and 20, Block VII, Deeds Plan 100, and being Part Section 4, Block XXXV, Clutha District, and being all that land in Certificate of Title, Volume 3A, Folio 732 (Otago Registry). Limited as to parcels.

SEVENTHLY: All that freehold parcel of land containing 1012 square metres more or less, situate in the Borough of Balclutha, being Lot 18, Block VII, Deeds Plan 100, and being Part Sections 4 and 5, Block XXXV, Clutha District, and being all that land in Certificate of Title, Volume 3A, Folio 735 (Otago Registry). Limited as to parcels.

EIGHTHLY: All that freehold parcel of land containing 506 square metres more or less, situate in the Borough of Balclutha, being Part Lot 17, Block VII, Deeds Plan 100, and being Part Sections 4 and 5, Block XXXV, Clutha District, and being all that land in Certificate of Title, Volume 3A, Folio 742 (Otago Registry). Limited as to parcels.

NINTHLY: All that freehold parcel of land containing 506 square metres more or less situate in the Borough of Balclutha, being Part Lot 17, Block VII, Deeds Plan 100, and being Part Sections 4 and 5, Block XXXV, Clutha District, and being all that land in Certificate of Title, Volume 3A, Folio 741 (Otago Registry). Limited as to parcels.

TENTHLY: All that freehold parcel of land containing 1012 square metres more or less, situate in the Borough of Balclutha, being Lot 16, Block VII, Deeds Plan 100, and being Part Sections 4 and 5, Block XXXV, Clutha District, and being all that land in Certificate of Title, Volume 3A Folio 734 (Otago Registry). Limited as to parcels.

ELEVENTHLY: All that freehold parcel of land containing 1012 square metres, more or less, situate in the Borough of Balclutha, being Lot 15, Block VII, Deeds Plan 100, and being Part Section 5, Block XXXV, Clutha District, and being all that land in Certificate of Title, Volume A2, Folio 31 (Otago Registry). Limited as to parcels.

TWELFTHLY: All that freehold parcel of land containing 1012 square metres more or less, situate in the Borough of Balclutha, being Lot 14, Block VII, Deed Plan 100, and being Part Section 5, Block XXXV, Clutha District, and being all that land in Certificate of Title, Volume 3A, Folio 730 (Otago Registry). Limited as to parcels.

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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 forms part of this Schedule TOGETHER WITH all the School Buildings and other improvements thereon SAVE AND EXCEPT Block C and Part Block B and the land surrounding the same more particularly hatched in blue on the said plan together with a reservation in favour of full rights of access inter se.

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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 tradesmen or in a workmanlike manner to the obtain his approval to the contractor and to the price before commencing such works. In those cases where the words "half cost to be met by education board" appear in relation to particular works, the buildings supervisor of the Otago Education Board shall draw up the specifications for such particular works and the proprietor shall Otago Education Board standards. AGREED PHASING OF WORK TO BE COMPLETED BY:

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	9.6.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
SILE	To the state of th					-
Sealed Area Upgrade sealed area to prevent water ponding and level sealed areas where sinking has occurred Fencing			×			20 -
Repair rotten rails, restaple wire where necessary and replace broken posts Paint fence along north boundary Provide catch to gate on south boundary		* * *				
BLOCK A						
Exterior  Provide end to ridging of north wall  Provide catch to sliding door on west wall  Repaint exterior (half cost to be met by  Education Board)		XX /	+ 100	×		
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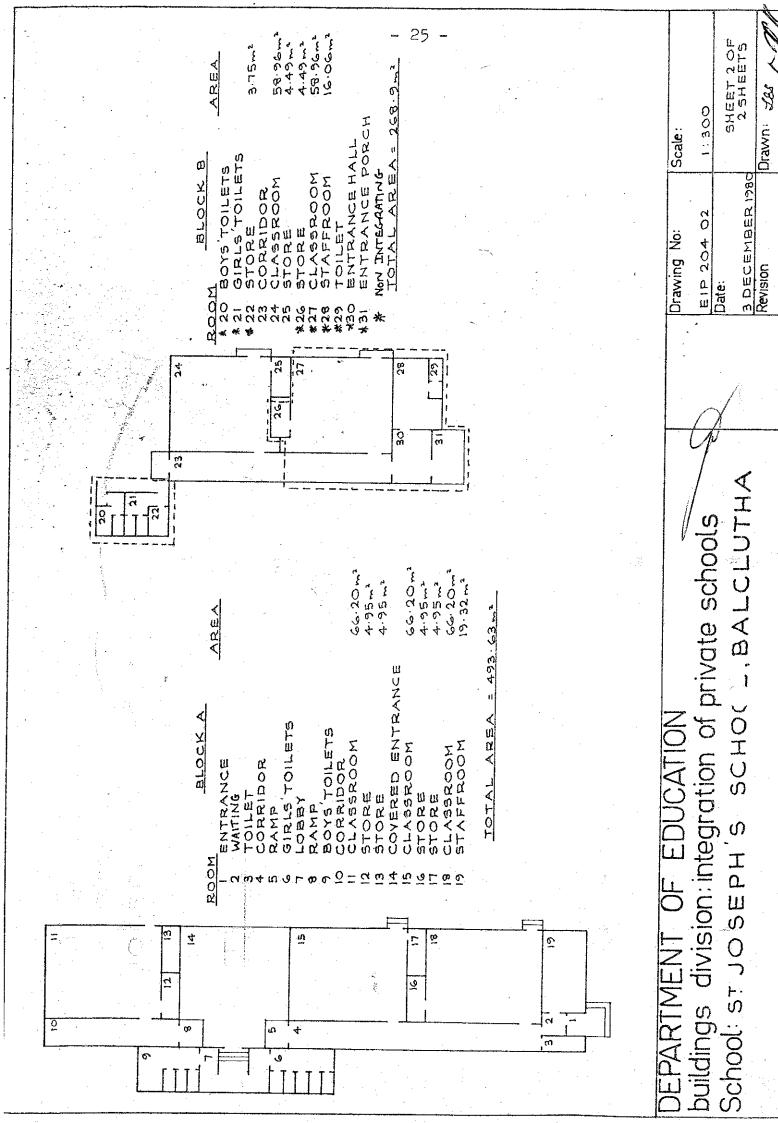
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	9.6.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
SLOCK A (contd)						
Interior						
Area 4						
Repair grooved floor board		×÷				
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Area / Repair lights		. !				
		×			•	
Replace catch to hold door open	abh an agus dang	×	-			•
door into toilet area		×	•			
Repair wall under patch in side door Secure basin to wall	·	× :				
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Area 10	·					• 2
Ease windows Replace missing light chade		× :				21
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Replace two easyfold catches		×				•
Base tanlights as necessary		×				
Area 13		×				
Repair holes in softboard ceiling		×				
Area 14 Renair light switch						
7 1 211 0		×				
windows and		×				
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Ease door furniture		×				
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31.3.84	×××× ×
31.3.83	× ×
9.6.82	× × × × × × × × × × × × × × × × × × ×
	Mechanical  Install a 640 watt electric tubular heater with low temperature thermostat in each of areas 6 and 9 Upgrade heating in areas 11, 15 and 18 to state school standards  Replace the existing storage heater in area 19 with heating to state school standard  Remove the boiling 21p water heater from store area 12, replace if necessary with suitably sized thermostat controlled electric water storage cylinder  Electrical  Replace all worn asbestos lagged cotton braided flexible cords on storage heaters with approved high temperature flexible cords  Upgrade lighting throughout Block to state school standards  Upgrade lighting throughout Block as search to brovide separate metering for Block A  Fire Protection  Fire Protection  Fire Protection  Footial and the mortice lock so that the hardware operates as a latch set only to entrance door from area 1, fit a night latch for security purposes and reverse opening of door to open in line of exit travel  Provide a landing outside the secondary egress doors of areas 11, 15 and 18 so that these doors when open do not overlap a step, and remove locking bars from the rebated mortice locks so that the hardware operates as a latch set of or security purposes  Remove locking bars from doors at end of corridors, adjacent to ramps to areas 5 and 8 from the mortice locks so that the hardware operates as a latch sets for security purposes a latch sets for security purposes and latch sets for security purposes and alternates as a latch sets for security purposes and latch sets for security purposes and latch sets for security purposes and alternates as a latch sets for security purposes and latch sets for security

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BLOCK A (contd)	9.6.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
Extinguishing Equipment Provide and install two full cabinet hose reels with 25m of 13mm hose; one in area 4 near area 16 and one in area 10 outside area 12 Fire Alarm		×				
Replace the existing alarm system with a low voltage fail-safe manually operated fire alarm system, inter-connected with sufficient sounders and call points to provide coverage of the whole school	×					
Remove the portable electric radiant heaters from areas 15 and 18 Remove the portable electric radiant heater from area 19 Remove the papers, cartons etc placed on the night storage heating units in areas 18 and 19	××	×				
BLOCK B (areas 23 - 25)	· · · · · · · · · · · · · · · · · · ·					- 2
Exterior Repair rot to fascia board Repair mortar to loosa bricks Repair drinking fountain Repair broken rail to sunscreen Refix spouting along west wall Replace downpipes (bottom 1.8m to be steel pipe) Repair damaged asbestos roofing Repaint (half cost to be met by education board) Interior Area 23		*		×		23
Ease windows  Replace broken coathooks  Replace latch on exterior door  Replace window cord  Rectify uneven flooring  Areas 23, 24, 25		×	×	Adalah wakinguniawan wangilika wasisisis		
Redecorate (half cost to be met by education board)	Et.	A Second	<i>&amp;</i>	'C'	The second secon	× En

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3LOCK B (areas 23, - 25) contd	9.6.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
Mechanica1						
Upgrade heating to state school standards in area 24 Convert power supply to existing heating from night rate to off peak			× >			
Upgrade lighting to state school standards in areas 23 and 24			€			
Fire Protection			*			
Remove the locking bar from secondary egress doors so that the hardware operates as a latch set only and fit night latch sets for security purposes Fire Alarm	×					
Ensure fail safe system recommended for Block A extends to provide coverage of this block Furniture Upgrade Furniture to Otago Education Board standards	×	PROPERTY CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CO				WZDA
\$ <b>!</b>	т-үй май өкүлчө ойн арход	×	Printer of the Control of Services	<del>arter first stem eurologische</del>		24
Replace or structurally upgrade toilet areas of Block A (areas 6, 7, 9) to MWD standards by 1989  Provide the following by remodelling:	and the second s	<del>arana (aranga)</del> a popul	маническа († 12 ж.) же шийде же жүүнү дүүнү	TO The State of State		•••
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	College Colleg	Land X	J. S.			
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# FOURTH SCHEDULE

		F.
Deputy Principal to be Appointed under S.66 Private Schools Conditional Integration Act 1975 Namber of Staff to be so Appointed	Column 6	
Religious Instruction Positions of Importance Number of other teachers to be Appointed under Schools Conditional Integration Act 1975 Number of Staff to be so Appointed (See Footnote No. 2 to this Schedule)	Column S	1 4 4 2 4 4 4 5 5 5 6 6 6 6 6 6 6 6 6 6 6 6 6 6
Senior Teacher Junior Classes to be Appointed under S.65 [1] [d] Frivate Schools Condit- ional Integration Act 1975 Kunder of Staff to be so Appointed	Column 4	. t . t . t . t . t . t . t . e . e . e
Director of Religious Studies to be Appointed under S.65 (1) (b) Frivate Schools Conditional Integration Act 1975 Scale A or Bi or Higher	Column 3	- 1 - 1 - 1 - എന്നില് പ്രത്യില് പ്രത്യവ് പ്രത്യില് പ്രത്യവ് പ്രത്യവ് പ്രത്യവ് പ്രത്യവ് പ്രത്യവ് പ്രത് പ്രത്യവ് പ്രത്യവ് പ്രത്യവ് പ്രത്യവ് പ്രത്യവ് പ്രത്യവ് പ്രത്യവ് പ
inted ration Act in to be Appointed  65 (1) (a) Private Corditional Ition Act 1975 of Staff to be inted	Column 2	<sup></sup>
Staff Staff Sol	Column 1	

The above Schedule has been prepared for use when the staffing entitiement of the School afters at any time chaing the currency of this Deed of Agreemen Section 65 (1) (a), (b), (c) and (d) of the Private Schools Conditional Integration Act 1975 and Clauses 14, 15, IT 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 reference to the total staffing entitionent of the School in Column (1), hereof to determine the number of Agreement. The Schedule to be road across from left to right. to enable the

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

THREE

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