

THIS DEED OF AGREEMENT is made on the 9 day of October

One thousand nine hundred and eighty-one (1981)

BETWEEN THE SISTERS OF MERCY (AUCKLAND) TRUST BOARD a body corporate registered under the Religious Charitable and Education Trusts Act 1908 (hereinafter with its 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 Carmel College, Milford (hereinafter referred to as "the School")
- B The School is a Roman Catholic Secondary School from Form Three (III) to Form Seven (VII) with an attached Intermediate Department. The School is for girls only and offers Education with a Special Character
- C The School was established in 1957 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 Mercy. These Sisters bring to the School the special characteristics of their Order as more particularly described in the Fifth Schedule hereto. 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 Board of Governors 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 Board of Governors shall not unreasonably or arbitrarily withhold its consent. The Board of



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Governors may require the Proprietor or other person or persons to pay a reasonable fee to the Board of Governors as a condition of such use.

- (ii) With the consent of the Proprietor, the Board of Governors 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 its consent. The Board of Governors may require any such person or persons to pay a reasonable fee to such Board of Governors as a condition of such use..
- (iii) As at the effective date certain chattels used in conjunction with the School and not purchased with money appropriated by Parliament represent donations presentations or loans to the School and/or have some special intrinsic and/or historic value and it is acknowledged that such chattels shall remain the exclusive property or responsibility of the Proprietor notwithstanding that the Proprietor may continue to allow the School the use of them. Such chattels are more particularly described in the Third Schedule hereto (hereinafter referred to as "the Proprietor's chattels").
- (c) The Proprietor shall accept and meet the liability for all mortgages, liens and other charges upon the land and buildings comprising the School premises.
- (d) The Proprietor shall plan, pay for, and execute the improvements described in the Fourth 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 Fourth Schedule hereto. The Proprietor shall



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upon completion of any improvements to electrical services described in the Fourth 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 owned or held upon trust for the purposes of the School and the other assets owned by the Proprietor for the purposes of the School against risks normally insured against, in some responsible insurance office in New Zealand, and further acknowledges the obligation on it created by Section 40 (2) (h) of the Private Schools Conditional Integration Act 1975.
- (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 its servants or agents any remuneration additional to that provided for by the Private Schools Conditional Integration Act 1975 or shall be granted or permitted any condition of service more favourable than that permitted in the case of a person employed in a comparable position in a State School PROVIDED HOWEVER that a teacher to whom the provisions of Section 71 of the Private Schools Conditional Integration Act 1975 apply, shall continue to be paid no less than the same salary, and be accorded the same status, as he received or was accorded on the day before the effective date of the integration of the School.

4. THE land and buildings constituting the School premises are subject to the mortgages, debts, liens, encumbrances, easements,

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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 girls only established by the Roman Catholic Religious Order of Women known as the Sisters of Mercy for the Roman Catholic Community of the Diocese of Auckland which promotes and supports the School and of which the School is part, to provide and to continue to provide Education with a Special Character, that is to say:-

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

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

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



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7. (a) THE Controlling Authority of the School shall be a Board of Governors as constituted pursuant to the provisions of Section 51 of the Education Act 1964 and Regulations made thereunder. Such Board of Governors shall consist of eleven (11) members, such eleven (11) members being :-

- (i) One (1) member appointed by the Education Board of the Auckland Education District.
- (ii) One (1) member elected by the teachers of the School PROVIDED HOWEVER that no member so elected may be appointed as Chairman or Deputy Chairman of the Board.
- (iii) Five (5) members elected by the parents of the pupils attending the School.
- (iv) Four (4) members who shall be representatives of the Proprietor and appointed by it.

(b) Any election conducted pursuant to Section 8 (5) of the Private Schools Conditional Integration Act 1975 shall be conducted as nearly as possible in the manner prescribed by the Secondary School Boards Administration and Employment Regulations 1965 and any regulations made in amendment thereof or substitution therefor, and the provisions of those Regulations shall, with any necessary modification, be applied accordingly.

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

8. THE School had a roll of four hundred and ninety-six (496) pupils in Forms III - VII as at the 1st day of March 1981 and a roll of one hundred and eighty-eight (188) pupils in Forms I - II as at the 30th of September 1980, both dates being the year when the roll figures were last compiled. It is agreed by and between the parties hereto that the maximum roll of Forms III - VII of the School shall be five hundred and five (505) pupils and of Forms I - II of the School shall be one hundred and ninety-six (196) pupils.



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9. THE Proprietor agrees that pursuant to Paragraphs (d) and (e) of Clause 3 of this Deed of Agreement it will bring the School up to the minimum standard of accommodation laid down from time to time by the Director-General for a comparable State School.

10. (a) PREFERENCE of enrolment at the School under Section 29 (1) of the Private Schools Conditional Integration Act 1975 shall be given only to those children whose parents have established a particular or general religious connection with the Special Character of the School and the Controlling Authority shall not give preference of enrolment to the parents of any child unless the Proprietor has stated that those parents have established such a particular or general religious connection with the Special Character of the School.

(b) In accordance with Section 7 (6) (h) of the Private Schools Conditional Integration Act 1975 unless the Proprietor and the Regional Superintendent of Education otherwise agree and subject to places being available, the number of pupils whose parents do not have a preference of enrolment at the School in accordance with the provisions of Section 29 (1) of the Private Schools Conditional Integration Act 1975 shall be limited at all times to thirty-five (35) pupils out of the total roll of the School and the Board of Governors shall not enrol more than that number PROVIDED THAT to maintain and preserve the Special Character of the School the Board of Governors in classifying such pupils so enrolled shall endeavour to reasonably distribute them through the range of classes offered by the School.

(c) Wherever any difficulty arises related to enrolment at the School in terms of the Private Schools Conditional Integration Act 1975, it may be referred to the appropriate Secondary Enrolment Review Committee.

11. IT is agreed by and between the parties hereto that as Religious observances and Religious instruction form part of the Education with a Special Character provided by the School, Religious observances and Religious instruction in accordance with the determination made from time to time by the Roman Catholic Bishop of the

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Diocese of Auckland shall continue to form part of the School programme in accordance with Sections 31 and 32 of the Private Schools Conditional Integration Act 1975.

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

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

14. AN advertisement for the position of Principal of the School shall in accordance with Section 65 (1) (a) of the Private Schools Conditional Integration Act 1975 state that a willingness and ability to take part in Religious instruction appropriate to the Special Character of the School 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 a position of responsibility and part of the normal staffing entitlement of the School as established by Regulations made under the Education Act 1964 and an advertisement for that position shall state that a willingness and ability to take part in Religious instruction appropriate to the Special Character of the School shall be a condition of appointment. Any person so appointed to the position of Director of Religious Studies shall accept these requirements as a condition of appointment. The Director of Religious Studies shall give guidance and provide effective leadership in Religious instruction and observances throughout the School.

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.

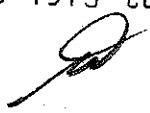
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17. THE position of Head of the Intermediate Department and three (3) other positions in the Intermediate Department shall in accordance with Section 65 (1) (c) of the Private Schools Conditional Integration Act 1975 be designated positions of importance carrying a responsibility for Religious instruction and an advertisement for these positions shall state that a willingness and ability to take part in Religious instruction appropriate to the Special Character of the School shall be a condition of appointment. Any persons so appointed to these positions shall accept these requirements as a condition of appointment. In the event of the staffing entitlement of the Intermediate Department altering at any time during the currency of this Deed of Agreement, the number of positions other than Head of the Intermediate Department designated positions of importance carrying responsibility for Religious instruction shall be assessed in accordance with the Sixth Schedule hereto.

18. THE staffing entitlement of the Form III to Form VII section of the School as at the 1st day of March One thousand nine hundred and eighty-one (1981) was twenty-three decimal eight three (23.83) positions (excluding the Principal and the Director of Religious Studies) of which there shall be ten (10) teaching positions at the School which in accordance with Section 65 (1) (c) of the Private Schools Conditional Integration Act 1975 shall be positions of importance carrying a responsibility for Religious instruction and an advertisement for those positions shall state that a willingness and ability to take part in Religious instruction appropriate to the Special Character of the School shall be a condition of appointment. Any persons so appointed to these positions shall accept these requirements as a condition of appointment. In the event of the staffing entitlement of the Form III to Form VII section of the School altering at any time during the currency of this Deed of Agreement then the number of teaching positions designated under Section 65 (1) (c) of the Private Schools Conditional Integration Act 1975 as positions of importance carrying a responsibility for Religious instruction shall be in the same proportion to the nearest whole number of the other teaching positions as ten (10) is to twenty-three decimal eight three (23.83) as hereinbefore provided.

19. THE position of Deputy Principal of the School is agreed pursuant to Section 66 of the Private Schools Conditional Integration Act 1975 to be a special position that requires particular

  
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capabilities in the teacher appointed, namely to assist in planning and organising the courses and programmes at the School to ensure that they reflect the Special Character of the School and an advertisement for the position of Deputy Principal shall state that possession of these capabilities shall be a condition of appointment. Any person so appointed to the position of Deputy Principal shall accept these requirements as a condition of appointment.

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

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 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 for girls only and is a Secondary School from Form Three (III) to Form Seven (VII) with an Intermediate Department attached 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

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premises cannot be separated from the costs associated with the operation of the School premises, the Proprietor and the Board of Governors shall contribute to such costs according to their respective use of the services and facilities.

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 the buildings and other improvements thereon are used in common for the purpose of the School premises as are more particularly delineated on the plan forming part of the Second Schedule hereto. In particular, the sewerage and stormwater drainage systems are used in common and the costs of maintaining such services and facilities shall be apportioned as provided in Clause 24 hereof. Where such services or facilities are wholly or partly outside the School premises the Proprietor will continue to make such services or facilities available to the School premises.

26. THE Proprietor will make a house property available for a school caretaker's residence as and when it may reasonably be required by the Board of Governors and at that stage the Board of Governors shall assume responsibility for the maintenance of such a house property and shall be entitled to receive the rent therefrom.

27. 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.

28. 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. 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.

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29. THE Minister shall be responsible only for the normal maintenance of the retaining walls on the School premises and all other expenditure in respect of the retaining walls on the School premises shall be the responsibility of the Proprietor.

30. THE Minister shall subject to Clause 3 (d) and (e) of this Deed of Agreement maintain the School premises and the associated facilities in a state of repair order and condition as for a comparable State School and subject to Clause 3 (b) (iii) hereof provide for the maintenance of the chattels as though the School were a State School. The School shall be entitled to such furniture and equipment as the Minister supplies from time to time to comparable State Schools.

31. THE effective date of this Deed of Agreement shall be the 14th day of October 1981.

32. 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 hereinbefore written.



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THE COMMON SEAL of the SISTERS  
OF MERCY (AUCKLAND) TRUST BOARD

was hereunto affixed by and in  
the presence of:



...C. M. O'Neill..... Trustee

(Superior General)

...B. Carmel Kinsella..... Trustee

(Assistant Superior General)

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

M. J. Folker  
(Private Secretary)  
12 Hokiria Road  
Hataitai  
Wellington, 3.

FIRST SCHEDULE

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

THE PROPRIETOR'S LAND

All that land, school buildings, offices and other improvements owned by the Sisters of Mercy Trust Board, situated at Shakespeare Road, Takapuna, New Zealand, delineated in green on the annexed plan, being known as Carmel College, and being more particularly described as follows:

All that parcel of land containing 4.646 hectares more or less situated in the Parish of Takapuna, being parts Allotment eighty-nine (89) on a plan deposited in the Land Registry of North Auckland as No. 7834 and being part Allotment 89 of the Parish of Takapuna and being all the land in Certificate of Title Number 1B/765 (North Auckland Registry).

SUBJECT TO

A87155 certifying the line of a trunk sewer.

There is a debt owing to the Sisters of Mercy (Auckland) Trust Board.



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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 the School buildings and other improvements now standing or erected thereon and as shown on the said Plan.

SAVE AND EXCEPT block I and block K and the land immediately surrounding the same more particularly delineated in blue on the annexed plan together with a reservation in favour of those exempted portions of full rights of access inter se and of ingress and egress to and from those exempted portions from and to Shakespeare Road, Takapuna.



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THIRD SCHEDULE

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

1. Large Crucifix, inscribed with names of foundation pupils.
2. Mosaic crucifix in staff-room.
3. Six foot statue of Our Lady of Mt Carmel in front lobby, inscribed with names of foundation pupils.
4. Framed photograph: St Mary's Convent and College.
5. Portrait - Mother McAuley, Foundress of Sisters of Mercy.
6. Portrait - Mother Cecilia
7. Painting - Shades of Blue, S. Lamb )
8. Painting - The Oak Trees, B. Sefton ) works of
9. Painting - Christ with Chalice, G. O'Leary ) former
10. Painting - Etching - Thistle, P. Miles ) pupils
11. Print - Stations of the Cross - 14, formerly in St. Patrick's Convent, Wellington St.
12. Plaque, Blessed Virgin on wooden backing.
13. Harmonium, electric, Lindholm, with chair and airbox.



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CARMEL COLLEGE, MILFORD

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

FOURTH 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 department" appear in relation to particular works. The property supervisor of the Regional Office of the Department of Education 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 works is to be carried out by tradesmen or in a workmanlike manner to the Department of Education standards.

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AGREED PHASING OF WORK TO BE COMPLETED BY

	14.10.81	31.3.82	31.3.83	31.3.84	31.3.85	31.3.86
BLOCK A						
Exterior						
Repaint		x				
Repair exterior door to area 39A		x				
Interior						
Area 1						
Repaint (half cost to be met by department)						
Renew carpet (half cost to be met by department)						
Area 2						
Repair floor covering						
Repaint		x				
Area 3						
Repaint (half cost to be met by department)						
Renew carpet (half cost to be met by department)						
Areas 6, 8, 9, 11 and 12						
Repaint		x				
Area 14						
Repaint		x				
Repair floor coverings		x				

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Repaint (half cost to be met by department)

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14.10.81	31.3.82	31.3.83	31.3.84	31.3.85	31.3.86
<b>BLOCK A Interior (contd)</b>					
Area 54					
Repair floor covering					
Area 55					
Repair floor covering	x				
Covered way C and D	x				
Treat structure for rust and paint	x				
<b>Mechanical</b>					
Areas 1, 3, 6, 15, 17, 19, 21, 23, 25, 31, 32, 33, 34, 37, 38, 39, 41, 46, 51, 53 and 56					
Upgrade heating to state school standards		x			
<b>Electrical</b>					
Area 30					
Replace existing switchboard with metal clad totally enclosed board					
Check and if necessary replace mains cable		x			
Upgrade lighting to state school standards in all areas		x			
Area 6					
Replace single socket outlets with double outlets					
Provide new schedule for switchboards					
Replace separate fuse and switch unit with a suitable alternative unit	x				
Area 28					
Provide isolating switches for electric ranges	x				
Install additional socket outlets adjacent to gas ranges	x				
Install additional sockets for washing machine and dryer	x				
<b>Fire Protection</b>					
Means of Egress					
Area 6					
Provide a communicating door					
Linings					
Provide ½ hour FRR material to floors and ceilings	x				

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BLOCK B	14.10.81	31.3.82	31.3.83	31.3.84	31.3.85	31.3.86
<u>Exterior</u> <u>Repaint</u> Reputty high light window Replace one glass pane on west side Paint galvanised iron section of roof Renew louvres Renew horizontal section of stormwater pipe on east side		x x x x x x				
<u>Interior</u> <u>Area 62</u> Repaint Area 63 Repaint Sand and apply polyurethane to floor Area 64 Repair stair treads Repair ceiling and refix ceiling tile Repaint Area 66 Repaint			x x x			
Mechanical <u>Areas 2-17, 57-59, 63, 67-69</u> Upgrade heating to state school standards			x x			
<u>Electrical</u> Upgrade all lighting to state school standards Replace broken exit sign Repair covers on floor socket outlets Check sizing of 25 AMP fuse on socket circuit of switchboards and modify if necessary to improve safety	x x x			x x		
<u>Fire Equipment</u> Install a hose reel or a 10 litre water CO2 extinguisher in area 26						
<u>Emergency Lighting</u> Install an emergency lighting system in hall	x					

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	14.10.81	31.3.82	31.3.83	31.3.84	31.3.85	31.3.86
BLOCK C						
Exterior						
Repaint		x				
Check timber sun louvres for decay and stability		x				
Interior						
Area 80						
Repair holes in ceiling						
Paint interior						
Area 80B			x			
Repaint						
Area 80C			x			
Repaint						
Area 82			x			
Soundproof area						
Area 83		x				
Touch up paint where roof leak has been repaired						
Fit door closer		x				
Area 87						
Repaint						
Provide carpet to floor			x			
Area 88						
Ease entrance door						
Provide carpet to floor (if used as second typing room)		x				
Repaint						
Area 89						
Repaint						
Repair holes in ceiling						
Mechanical						
Areas 3-20, 80, 82, 87 and 88						
Upgrade heating to state school standards						
Electrical						
Upgrade lighting in all areas to state school standards						
Install cover over connections to furnace thermostats in area 79.	x					

BLOCK D	14.10.81	31.3.82	31.3.83	31.3.84	31.3.85	31.3.86
Exterior Repaint						
Repair roof fascia flashing on east side						
Repair pipe clips to vent and down pipes						
Renew down pipes on south east and south west corners						
Interior						
Area 67						
Repaint (half cost to be met by department)						
Area 68						
Repaint (half cost to be met by department)						
Replace washhand basin number one						
Refix to wall washhand basin number six						
Areas 69 and 70						
Repaint (half cost to be met by department)						
Area 71A						
Repaint (half cost to be met by department)						
Area 73						
Repaint (half cost to be met by department)						
Area 74						
Repaint (half cost to be met by department)						
Area 75						
Repaint (half cost to be met by department)						
Area 76						
Repaint (half cost to be met by department)						
Renew floor coverings						
Area 77						
Repaint (half cost to be met by department)						
Renew floor coverings						
Area 78						
Repaint (half cost to be met by department)						
Renew floor coverings						
Check for leak at high level window, east side						
Structural						
Provide bracing to subfloor framing and the longitudinal wall facing east						

	14.10.81	31.3.82	31.3.83	31.3.84	31.3.85	31.3.86
BLOCK D (contd)						
Mechanical Areas 73-78 Upgrade heating to state school standards						
Electrical Area 70 Repair all light fittings in the interests of safety Upgrade lighting in all areas to state school standards	x		x			
Fire Protection Line the underside of open timber battens of area 72 with fire resistant material						
Fire equipment Area 73 Install 1 x 25m hose reel outside classroom door Install 1 x 25m hose reel at foot of stairs at area 2		x				
Linings Line out all floor and ceiling combinations throughout block to give a ½ hour FRR	x					
BLOCK E						
Exterior Paint Line underside of upstairs landing on north east corner Install door closers to basement doors Install door closers to areas 92 and 93					x	
Interior Area 91A Provide fixing for zip control cock		x x x				
						x

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14.10.81	31.3.82	31.3.83	31.3.84	31.3.85	31.3.86
BLOCK E Interior (contd)					
Areas 92 and 93					
Repaint interior					
Mechanical					
Areas 90 and 92					
Upgrade heating to state school standards					
Electrical					
Fit reflectors to fluorescent fittings					
Fire Protection					
Fire equipment					
Install 1 x 25m hose reel on outside wall					
Linings					
Line out ground floor ceiling and floor combination with a ½ hour FRR material					
BLOCK F					
Exterior					
Paint					
Interior					
Area 95					
Fit grates to floor wastes in two central toilet compartments					
Areas 95-98					
Paint interior (half cost to be met by department)					
Area 99					
Sand and apply polyurethane to floor					
Area 99A					
Sand and apply polyurethane to floor					
Repair window sill and refix window stay					
Areas 100-104					
Paint interior (half cost to be met by department)					

x

x

x

x

x

x

x

x

x

x

x

x

C.M.O.  
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	14.10.81	31.3.82	31.3.83	31.3.84	31.3.85	31.3.86
<p><u>BLOCK F Interior (contd)</u></p> <p>Areas 105-108, 109 and 110 Paint interior</p> <p>Mechanical Areas 97, 99, 99A, 102-110 Upgrade heating to state school standards</p> <p>Electrical Upgrade lighting to state school standards Provide legend of circuit connections and fit missing blank covers</p>					x	
<p><u>BLOCK G</u></p> <p>Exterior Paint roof Paint cladding (half cost to be met by department)</p> <p>Mechanical Areas 113 and 116 Upgrade heating to state school standards</p> <p>Fire Protection</p>		x	x			
<p>Areas 113 and 116 Install a 10 litre water CO2 extinguisher in each area</p> <p>FIRE PROTECTION - GENERAL</p> <p>Provide and install a low voltage fail safe manual alarm system with sufficient manual call points and sounders interconnected to provide coverage of all the school buildings</p>	x	x	x			

-26-

Provide furniture and equipment to state school standards in the following areas:

- Principal's office
- Deputy Principal's office
- Senior Mistress' office
- Staff sickroom
- Duplicating room
- School office
- Casualty room
- Caretaker's room
- Classrooms
- Maintenance staffroom
- Clothing room
- Music room
- PE equipment
- Library and workroom
- Typing rooms
- Cleaning and grounds equipment

## Provide by new construction or remodelling:

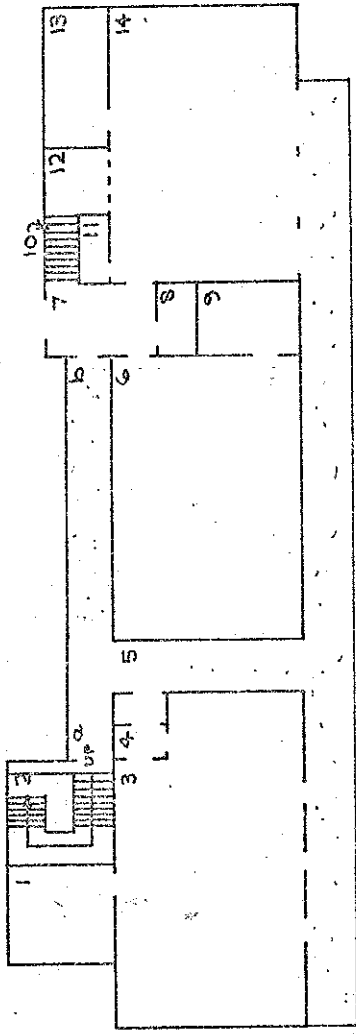
- Lecture room of 74m<sup>2</sup>  
2 classrooms of 58m<sup>2</sup>  
Homcraft room of 149m<sup>2</sup> (including ancillary rooms)  
Homcraft store of 9.5m<sup>2</sup>  
Music resource room of 23m<sup>2</sup>  
Music practice rooms 1 of 11m<sup>2</sup>, and 1 of 7.5m<sup>2</sup>  
Common room of 112m<sup>2</sup>  
Advanced laboratories 2 x 84m<sup>2</sup>  
Advanced preparation rooms 2 x 11.5m<sup>2</sup>  
Bulk chemistry store of 17m<sup>2</sup>  
Resource store of 19m<sup>2</sup>  
Library of 232m<sup>2</sup> (including workshop)  
Principal's office of 19m<sup>2</sup>  
Deputy Principal's office of 11m<sup>2</sup>

С.М.О.  
В.В.К.

14.10.81	31.3.82	31.3.83	31.3.84	31.3.85	31.3.86
BUILDING REQUIREMENTS (contd)					
Senior mistress' office of 11m <sup>2</sup>					
HOD/PR rooms of 9 x 7.5m <sup>2</sup>					
Guidance counsellor's office of 12m <sup>2</sup>					
Staffroom of 56m <sup>2</sup> and staff kitchen of 7m <sup>2</sup>					
Staff rest room of 4.5m <sup>2</sup>					
Timetable room of 14m <sup>2</sup>					
Interview room of 9.5m <sup>2</sup>					
Duplicating room of 9.5m <sup>2</sup>					
Bookroom of 23m <sup>2</sup>					
Bookstore of 19m <sup>2</sup>					
Caretaker's room of 7m <sup>2</sup>					
Maintenance staff area of 19m <sup>2</sup>					
Store workshop of 19m <sup>2</sup>					
Kiln shed					
Dangerous goods store					
Resource room 47m <sup>2</sup>					
Maths workroom 14m <sup>2</sup>					
Language store 9.5m <sup>2</sup>					
4 WC's, 2 WHB's, and 1 sanitary towel disposal unit in pupils' toilet					
8 shower sprays (2 sets of 4)					
1 shower for male staff					
Gymnasium of 334m <sup>2</sup>					
PE change of 80m <sup>2</sup>					
Outside PE store of 19m <sup>2</sup>					

x

C.M.O.M.  
b.b.k.



BLOCK A LOWER GROUND FLOOR		
ROOM	AREA	
1 BOOK STORE	15.95 m <sup>2</sup>	
2 STAIRS		
3 LIBRARY	89.47 m <sup>2</sup>	
4 LOBBY		
5 ACCESS		
6 CLOTHING	81.09 m <sup>2</sup>	
7 LOBBY		
8 TUCK SHOP STORE		
9 STORE & DRESSING ROOM	9.75 m <sup>2</sup>	
10 STAIRS		
11 TOILET		
12 TUCK SHOP		
13 SPORTS EQUIPMENT	14.32 m <sup>2</sup>	
14 SHELTER AREA		
a-b COVERED WAY		

TOTAL AREA = 482.6 m<sup>2</sup>

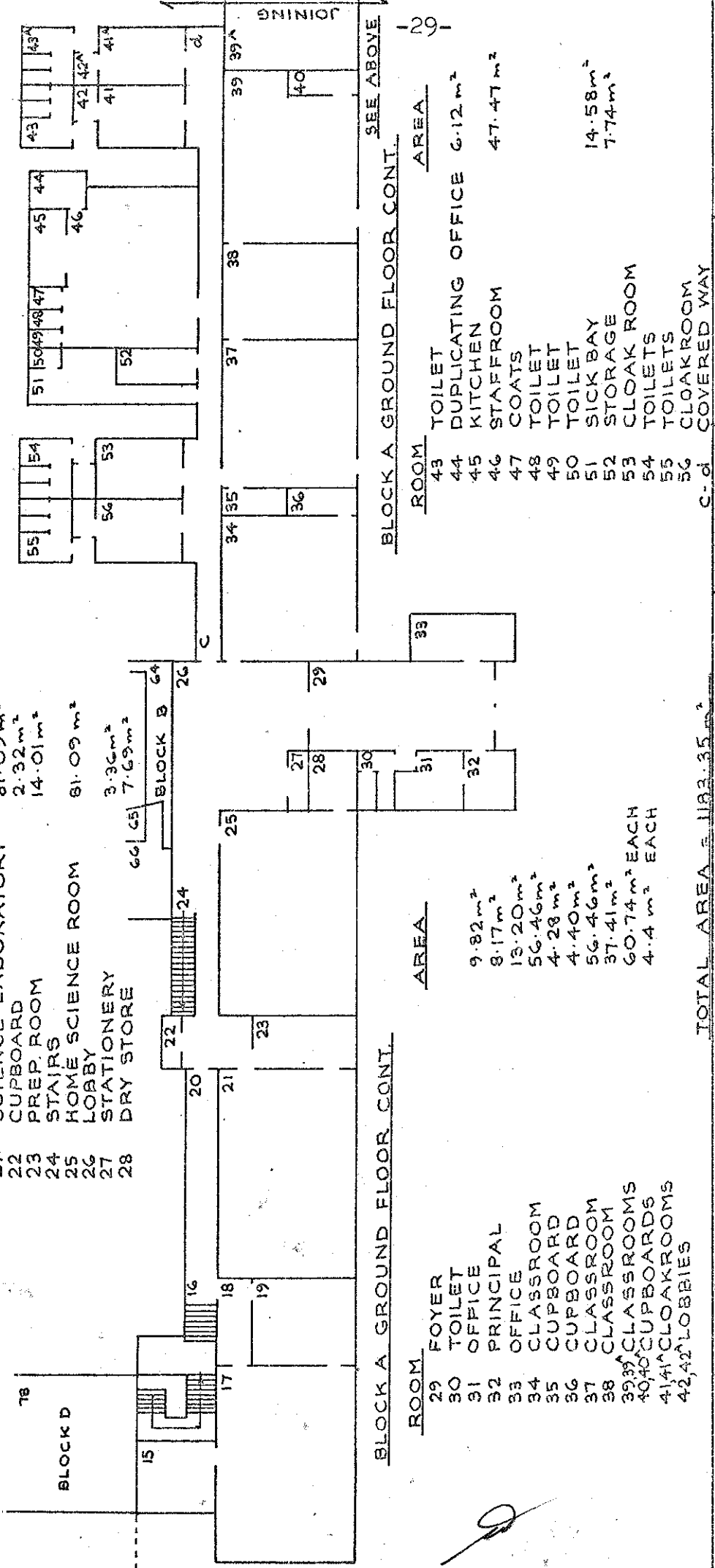
DEPARTMENT OF EDUCATION buildings division: integration of private schools School: CARMEL COLLEGE, TAKAPUNA, AUCKLAND		Drawing No: EIS 089 02	Scale: 1:300
		Date: 13 NOVEMBER 1979	SHEET 2 OF 6 SHEETS
		Revision 14 JULY 1980	Drawn: JES

C.M.O.M.  
b.b.k.

C.M.O.M.  
b.k.

# BLOCK A GROUND FLOOR

ROOM	AREA
15 PREP. ROOM	15.54m <sup>2</sup>
16 STAIRS	
17 BIOLOGY LABORATORY	75.78m <sup>2</sup>
18 LOBBY	
19 STUDY	24.98m <sup>2</sup>
20 ACCESS BALCONY	
21 SCIENCE LABORATORY	81.09m <sup>2</sup>
22 CUPBOARD	2.32m <sup>2</sup>
23 PREP. ROOM	14.01m <sup>2</sup>
24 STAIRS	
25 HOME SCIENCE ROOM	81.09m <sup>2</sup>
26 LOBBY	
27 STATIONERY	3.36m <sup>2</sup>
28 DRY STORE	7.69m <sup>2</sup>



ROOM	AREA
29 FOYER	9.82m <sup>2</sup>
30 TOILET	8.17m <sup>2</sup>
31 OFFICE	13.20m <sup>2</sup>
32 PRINCIPAL	56.46m <sup>2</sup>
33 OFFICE	4.28m <sup>2</sup>
34 CLASSROOM	4.40m <sup>2</sup>
35 CUPBOARD	56.46m <sup>2</sup>
36 CUPBOARD	37.41m <sup>2</sup>
37 CLASSROOM	60.74m <sup>2</sup> EACH
38 CLASSROOM	4.4m <sup>2</sup> EACH
39 CLASSROOMS	
40 CUPBOARDS	
41 CLOAKROOMS	
42 LOBBIES	

## BLOCK A GROUND FLOOR CONT.

ROOM	AREA
43 TOILET	
44 DUPLICATING OFFICE	6.12m <sup>2</sup>
45 KITCHEN	
46 STAFFROOM	47.47m <sup>2</sup>
47 COATS	
48 TOILET	
49 TOILET	
50 TOILET	
51 SICK BAY	14.58m <sup>2</sup>
52 STORAGE	7.74m <sup>2</sup>
53 CLOAK ROOM	
54 TOILETS	
55 TOILETS	
56 CLOAKROOM	
C-d COVERED WAY	

TOTAL AREA = 1183.35m<sup>2</sup>

## DEPARTMENT OF EDUCATION

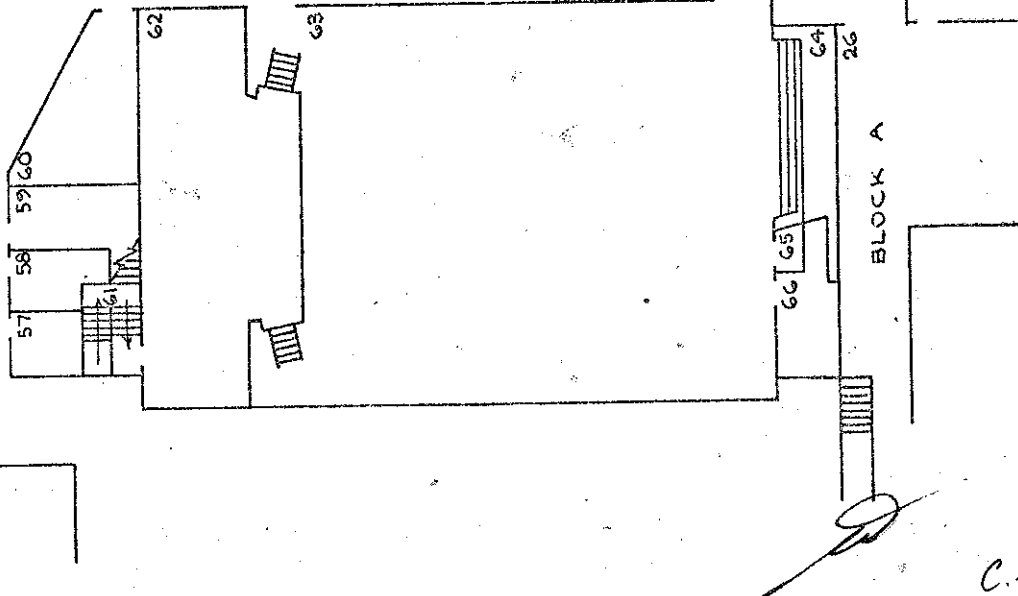
buildings division: integration of private schools

School: CARMEL COLLEGE, TAKAPUNA, AUCKLAND

Drawing No: EIS 089 03 Scale: 1:300

Date: 13 NOVEMBER 1979 SHEET 3 OF 6 SHEETS

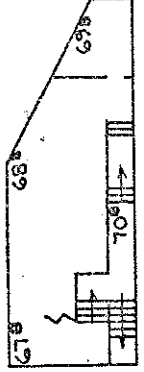
Revision: 14 JULY 1980 Drawn: [signature]



BLOCK B GROUND FLOOR

ROOM	AREA
57 GUIDANCE	6.12 m <sup>2</sup>
58 I.W.A.	7.62 m <sup>2</sup>
59 BOOKSTORE	11.76 m <sup>2</sup>
60 STORAGE	24.56 m <sup>2</sup>
61 STAIRS	82.25 m <sup>2</sup>
62 STAGE	297.37 m <sup>2</sup>
63 HALL	
64 FOYER	
65 STORE	
66	12.89 m <sup>2</sup>

TOTAL AREA = 489.60 m<sup>2</sup>



BLOCK B FIRST FLOOR

ROOM	AREA
67 ANNEXE	19.97 m <sup>2</sup>
68 SENIOR STUDIES	7.86 m <sup>2</sup>
69 OFFICE	19.65 m <sup>2</sup>
70 STAIRS	

TOTAL AREA = 62.24 m<sup>2</sup>

DEPARTMENT OF EDUCATION  
buildings division: integration of private schools  
School: CARMEL COLLEGE, TAKAPUNA, AUCKLAND

Drawing No:	EIS 089 04	Scale:	1:300
Date:	13 NOVEMBER 1979		
Revision		Drawn:	228
	20 MARCH 1980		

SHEET 4 OF 6 SHEETS

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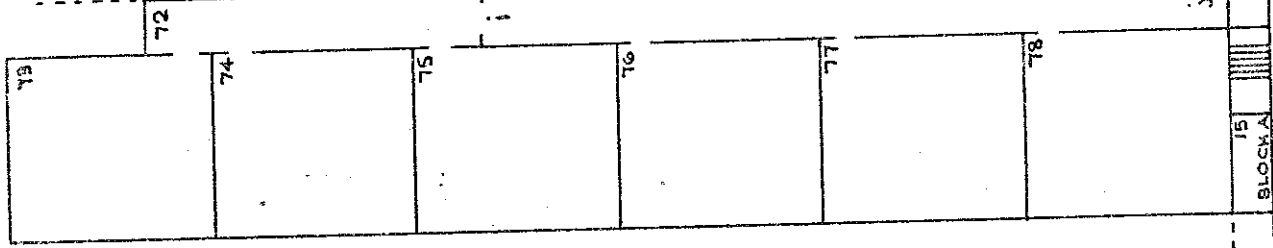
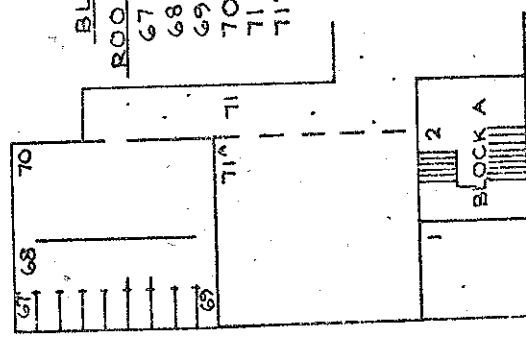
# BLOCK D GROUND FLOOR

ROOM	AREA
72 CORRIDOR	57.27m <sup>2</sup>
73 CLASSROOM	57.27m <sup>2</sup>
74 CLASSROOM	57.27m <sup>2</sup>
75 CLASSROOM	57.27m <sup>2</sup>
76 CLASSROOM	57.27m <sup>2</sup>
77 CLASSROOM	57.27m <sup>2</sup>
78 CLASSROOM	57.27m <sup>2</sup>
i-j COVERED WAY	

TOTAL AREA = 436.08m<sup>2</sup>

# BLOCK D LOWER GROUND FLOOR

ROOM	AREA
67 SAN. INC.	
68 TOILETS	
69 CLEANERS	
70 LOCKERS	
71 RECREATION AREA	57.67m <sup>2</sup>
71A A.V. ROOM	
TOTAL AREA	= 119.86m <sup>2</sup>



# BLOCK C

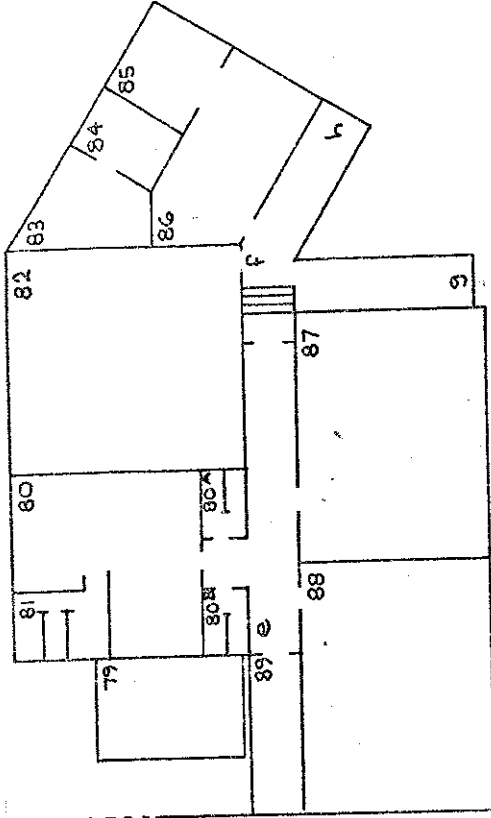
## ROOM

## COVERED CLAY WORKING AREA

79 TYPING	79.10m <sup>2</sup>
80 TOILETS	13.89m <sup>2</sup>
81 MUSIC ROOM	8.25m <sup>2</sup>
82 STAGE	12.54m <sup>2</sup>
83 MUSIC STORE	28.67m <sup>2</sup>
84 THEATRICAL COSTUME STORE	70.67m <sup>2</sup>
85 READING EXTENSION	70.67m <sup>2</sup>
86 TYPING	11.16m <sup>2</sup>
87 CLASSROOM	
88 STORE	
e-f COVERED WAY	
f-g COVERED WAY	
f-h COVERED WAY	
80, 80 <sup>3</sup> TOILETS	
TOTAL AREA	= 456.04m <sup>2</sup>

## AREA

79.10m <sup>2</sup>
13.89m <sup>2</sup>
8.25m <sup>2</sup>
12.54m <sup>2</sup>
28.67m <sup>2</sup>
70.67m <sup>2</sup>
70.67m <sup>2</sup>
11.16m <sup>2</sup>



# DEPARTMENT OF EDUCATION

buildings division: integration of private schools

School: CARMEL COLLEGE, TAKAPUNA, AUCKLAND

Drawing No: EIS 069 05

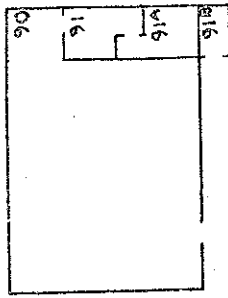
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Date: 13 NOVEMBER 1979

Revision: 20 MARCH 1980

Drawn: JEF

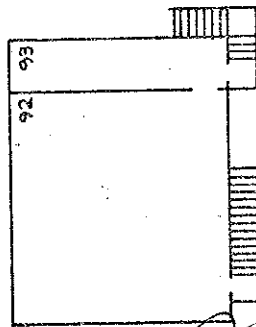
SHEET 5 OF 6 SHEETS



BLOCK E GROUND LEVEL

ROOM	AREA
90 ART ROOM WORKSHOP	71.46m <sup>2</sup>
91 STORE	4.7m <sup>2</sup>
91A DARK ROOM	4.7m <sup>2</sup>
91B STORE	2.4m <sup>2</sup>

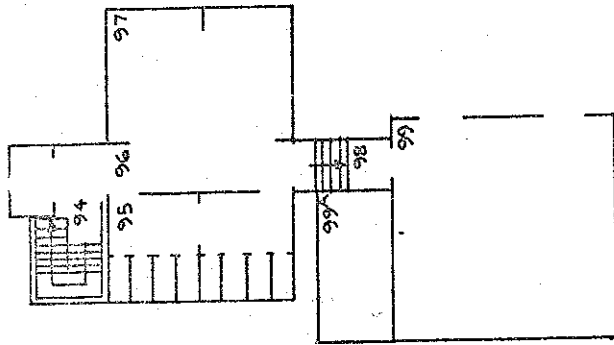
TOTAL AREA = 85.87m<sup>2</sup>



BLOCK E UPPER LEVEL

ROOM	AREA
92 ART ROOM	67.71m <sup>2</sup>
93 PROJECT STORE	13.18m <sup>2</sup>

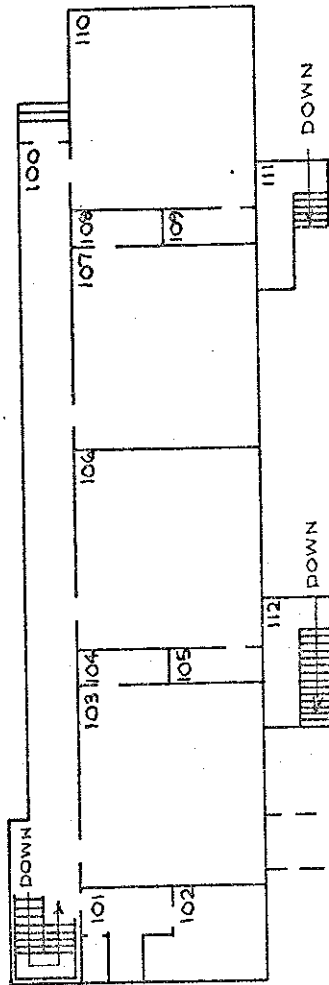
TOTAL AREA = 24.44m<sup>2</sup>



BLOCK F GROUND FLOOR

ROOM	AREA
94 STAIRS	
95 TOILETS	
96 CORRIDOR	
97 CLOAKROOM	
98 ENCLOSED WAY	
99 RECREATION HALL	67.49m <sup>2</sup>
99A REM. READING	17.11m <sup>2</sup>

TOTAL AREA = 202.97m<sup>2</sup>



BLOCK F FIRST FLOOR

ROOM	AREA	ROOM	AREA
100 CORRIDOR & LIBRARY SHELVES		106 CLASSROOM	55.67m <sup>2</sup>
101 STAFF TOILET	14.98m <sup>2</sup>	107 CLASSROOM	55.67m <sup>2</sup>
102 STAFF ROOM	55.67m <sup>2</sup>	108 TEACHER'S ROOM	4.28m <sup>2</sup>
103 CLASSROOM	4.28m <sup>2</sup>	109 TEACHER'S ROOM	4.28m <sup>2</sup>
104 TEACHER'S ROOM	4.28m <sup>2</sup>	110 CLASSROOM	55.67m <sup>2</sup>
105 TEACHER'S ROOM	4.28m <sup>2</sup>	111 STAIRS	
		112 STAIRS	

TOTAL AREA = 375.59m<sup>2</sup>

DEPARTMENT OF EDUCATION

buildings division: integration of private schools

School: CARMEL COLLEGE, TAKAPUNA, AUCKLAND

Drawing No:

EIS 089 06

Scale:

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Date:

13 NOVEMBER 1979

Revision

14 JULY 1980

SHEET 6 OF 6 SHEETS

Drawn:

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FIFTH SCHEDULE

RESUME OF THE HISTORICAL AND TRADITIONAL CONNECTIONS BETWEEN  
THE ORDER AND THE SCHOOL - CARMEL COLLEGE, MILFORD

Carmel College, Milford, Takapuna, was founded by the Sisters of Mercy of Auckland New Zealand in 1957, two years before the opening of the first harbour bridge, to serve the already developing Catholic population of the central, northern and east coast areas of the North Shore. This area was later extended to Northcote, Birkenhead and Beachhaven. At present, therefore, the college serves the whole region of the North Shore, extending as far North as Orewa and Whangaparaoa Peninsula. The outer areas of this region continue to grow in population and the older settled parishes (Devonport, Takapuna, Northcote) continue to attract younger families.

The Sisters of Mercy, Auckland, are the oldest established religious congregation of women in New Zealand. The congregation was founded in Dublin by Catherine McAuley in 1831, for the service of the poor, the sick, the ignorant, and those deprived of education, and spread rapidly both in Ireland and overseas. Congregations of Sisters of Mercy tend to work autonomously within their diocesan areas, united throughout New Zealand and in other countries by a loose federation structure, and freely giving support and hospitality one group to another.

Led by Mother Cecilia Maher, a group of Sisters of Mercy from Carlow, Ireland, first came to live and work in Auckland at the invitation of Bishop Pompallier, first Roman Catholic Bishop of Auckland. They arrived in April, 1850, to set up a home for orphaned children and schools for the new colony, the first of these being St. Patrick's school, in the heart of the city.

The Sisters' life and work on the North Shore began in 1893 with St. Joseph's home for orphaned boys, Takapuna, later to extend to include St. Joseph's primary school, and with St. Leo's primary school in Devonport, 1896. In 1968, the Sisters of Mercy took

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*C.M.O.N.  
b.b.k.*

responsibility also for St. Mary's primary school, in Northcote.

The Sisters of Mercy's association with the property on which Carmel College now stands goes back to the turn of the century. A Catholic farmer, Thomas Poynton, in whose home on the Hokianga harbour the first Mass in New Zealand was celebrated by Bishop Pompallier, had moved from the northern district in 1844 during the Maori wars to settle on the shores of Lake Pupuke, where he farmed the area he had bought as lot 89. His daughter, Mrs. Shea, inherited his property, and gifted part of it to the Sisters of Mercy.

This property was kept as far as possible by the Sisters, who in 1922 bought back a smaller part of the original Poynton property, previously used as a market garden by the Shakespeare family. Here they kept a convalescent home and tended the market flower gardens until the depression years were over. In 1957, when the North Shore began to show signs of its present residential development, the Sisters used the property they had managed to retain to develop a secondary college which very early began to have a Form I and II element.

Beginning with 15 pupils only, in 1957, this college has grown steadily to its present numbers.

By its Sisters of Mercy foundation and staff membership, Carmel College has close links with other Mercy secondary colleges. Two of these, St. Patrick's Cathedral School (closed 1979) and St. Mary's College, were founded in the mid nineteenth century, while McAuley High School was established in 1963.

Pupils entering Carmel College at Form I level are mainly from St. Leo's Devonport, St. Joseph's, Takapuna, and St. John's, East Coast Bays. At Form III level, pupils enter mainly from St. Mary's Northcote. At all levels, Catholic pupils from parishes of the North Shore have been accepted if places are available, whether Catholic schooling has been possible previously or not, and whether financial

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C.M.O.M.  
b.b.d.

commitments can be fully met or not.

The tradition of the Sisters of Mercy has continued to express the desire of their foundress, Mother Catherine McAuley, to serve the poor, the sick, and those needing education, and to encourage those they educate to serve others likewise in a spirit of mercy.

A passage from the original Rule of Life approved by the Church in 1841, expresses the foundress's spirit and aim in undertaking educational works:

"The Sisters appointed to attend the Schools shall undertake the charge with all charity and humility, purity of intention, and confidence in God, and - mindful of their vocation, and of the glorious recompense attached to the faithful discharge of this duty - shall cheerfully accept of all the labour and fatigue of it."

The Sisters shall be convinced that no work of charity can be more productive of good to society, or more conducive to the happiness of the Poor, than the careful instruction of women; because, whatever be the station they are destined to fill, their example and their advice will always have great influence, and wherever a religious woman presides, peace and good order are generally to be found.

Building on this tradition, a recent revision-draft (1980) of the Constitution of the Sisters of Mercy reads :

"Our work in education should flow from an intimate union with Christ, and show His special concern for the poor, the under-privileged, the difficult, and those deprived of family affection or an environment of faith. Like Him, we should approach others with humility, gentleness, patience, and tolerance, respecting the human dignity and cultural heritage of all." The Congregation of the Sisters of Mercy brings to the school also a readiness to follow the example of Mary the Mother of Jesus as suggested by the College motto

"Maria Duce", (Under the Guidance of Mary).

The College is seen as an extension and development of the Catholic and Christian community of the family. An environment of faith and inter-dependence in love becomes the chief educating factor.

It has therefore been the constant aim of staff, parents, and students to deepen their commitment and practical contribution to the total learning environment of the school community, as it is seen in the light of the spirit and tradition here described.



C.M.O.M.  
B.B.K.

SIXTH SCHEDULE

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

<u>Total Staff</u> <u>Entitlement</u> <u>of Intermediate</u> <u>Department</u>	<u>Head of Intermediate</u> <u>Department to be</u> <u>appointed under Section</u> <u>65 (1) (c)</u>	<u>Number of other</u> <u>teachers to be</u> <u>appointed under</u> <u>Section 65 (1) (c)</u>
<u>Col. 1</u>	<u>Col.2</u>	<u>Col.3</u>
1	1	-
2	1	1
3	1	1
4	1	1
5	1	2
6	1	2
7	1	3
8	1	3
9	1	4
10	1	4
11	1	5
12	1	5
13	1	6
14	1	6
15	1	7
16	1	7
17	1	8
18	1	8
19	1	9
20	1	9

NOTE: The above schedule is for use when the staffing entitlement of the School alters at any time during the currency of this Deed of Agreement to enable the parties hereto by reference to the total staffing entitlement of the School in Column 1 to determine the number of teaching positions at the School which in terms of Section 65 (1) (c) of the Private Schools Conditional Integration Act 1975 and the relevant clauses of this Deed of Agreement carry a responsibility for Religious instruction and require a willingness and ability to take part in Religious instruction. This Schedule is to be read from left to right.

At the effective date of this Deed of Agreement, the Intermediate Department of the above-named College has a staffing entitlement of EIGHT (8) teachers.

*[Signature]*

C.M.O.N.  
b.b.k.