

THIS DEED OF AGREEMENT is made the 30th day of March One thousand nine hundred and eighty three (1983)

BETWEEN THE NEW ZEALAND MARIST BROTHERS TRUST BOARD

a body corporate registered under the Charitable Trusts Act 1957 (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 **Marcellin College, AUCKLAND** (hereinafter referred to as "**the School**")
- B The School is a Roman Catholic Secondary School for boys and girls from Form Three (III) to Form Seven (VII) with an attached Intermediate Department for boys only, offering Education with a Special Character.
- C The School was established in 1958 and up to the effective date of integration was conducted and staffed in part by members of the Roman Catholic Religious Order of Men known as the Marist Brothers of the Schools and the Roman Catholic Religious Order of Women known as the Sisters of St. Joseph of the Sacred Heart. The Marist Brothers bring to the School the special characteristics of their Order as are 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.

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T. B. M. Brown



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

1. THAT the Minister and the Proprietor HEREBY AGREE that the School is to become an integrated School pursuant to the Private Schools Conditional Integration Act 1975.
2. THE School's Special Character as is hereinafter described, shall incorporate the Education with a Special Character as provided in the School AND IT IS HEREBY AGREED AND DECLARED that the School shall at all times in the future be conducted and operated so as to maintain and preserve the School's Special Character and these presents shall be interpreted so as to maintain and preserve the Special Character of the School.
3. ON behalf of the Proprietor it is hereby agreed that:-
 - (a) The Proprietor is the owner of all the land and improvements more particularly described in the **First Schedule** hereto (hereinafter referred to as "**the Proprietor's land**") and of which for the purposes of this Deed of Agreement, the School premises form part only. The School premises for the purposes of this Deed of Agreement being the land and improvements more particularly described in the **Second Schedule** hereto (hereinafter referred to as "**the School premises**").
 - (b) The Proprietor shall set apart and appropriate as owner all the School premises and all the chattels and other assets of the Proprietor associated with the School exclusively for the purposes of the School as an integrated School, so that the Controlling Authority of the School shall have the exclusive right to the possession and use of the School premises and chattels -

PROVIDED THAT

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- (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 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.
- (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 are 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 the 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 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, licences, restrictions

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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 Marist Brothers of the Schools 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 upon 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

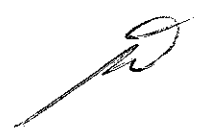
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Deed of Agreement has been or is likely to be jeopardised or the Education with a Special Character provided by the School as defined and described in this Deed of Agreement is no longer preserved and safeguarded.

7. (a) THE Controlling Authority of the School shall be 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 a 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.

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8. THE School had a roll of three hundred and eighty-seven (387) pupils in Forms III - VII as at the 1st day of July 1982 and a roll of one hundred and thirty-one (131) pupils in Forms I - II as at the 30th day of September 1982, both dates being the year when 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 four hundred and ninety (490) pupils and of Forms I - II of the School shall be one hundred and forty-five (145) pupils.

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-two (32) 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

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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 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 on 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

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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.

17. THE position of Head of the Intermediate Department and two (2) 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

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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 **Fifth 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-two (1982) was nineteen decimal nine zero (19.90) positions (excluding the Principal and the Director of Religious Studies) of which there shall be eight (8) 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 eight (8) is to nineteen decimal nine zero (19.90) as hereinbefore provided.

19. THE position of Deputy Principal at the School is agreed pursuant to Section 66 of the Private Schools Conditional Integration Act 1975 to be a special position that requires particular capabilities in the teacher appointed, namely to assist in planning and organising the courses and programmes at the School to ensure that they reflect the Special Character of the School and an advertisement for the position of Deputy Principal shall state 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.

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

D. T. Ryan
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24. WHERE any of the costs associated with the conduct of the Proprietor's land and buildings that are not part of the School premises cannot be separated from the costs associated with the operation of the School premises, the Proprietor and the 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 buildings and other improvements thereon are used in common for the purpose of the School premises as is more particularly delineated on the plan forming part of the **Second Schedule** hereto. In particular, the access from Mt. Albert Road, 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. Where such services lie wholly or partly within the School premises, the Board of Governors will do nothing to prevent the availability of those services to that part of the Proprietor's land and improvements which are not part of the School premises.

26. 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.

27. 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.

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28. THE Proprietor agrees to maintain Blocks F and G ^{Property} more particularly shown on the plan forming part of the **Second Schedule** hereto so as to meet Department of Education and Ministry of Works and Development requirements during the period of their use by the School. The Controlling Authority shall be responsible for the running or operating costs associated with the use of the said blocks in particular the power supply, water, sewerage, drainage and cleaning costs.

29. THE Minister shall not be responsible for any damage or injury caused by the movement or subsidence of any part of the land forming part of the School premises other than that arising due to the negligence of the Minister or his servants or agents.

30. 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.

31. 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 1983 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 4th December 1980 to Archbishop Williams.

32. THE Minister shall subject to **clause 3(d)** and **(e) Clause 26, Clause 28** and **Clause 29** 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 and provide for the maintenance of the chattels as though the School were a State School.

D.T. Ryan
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[Signature]

The School shall be entitled to such furniture and equipment as the Minister supplies from time to time to comparable State Schools.

33. THE effective date of this Deed of Agreement shall be the 31st day of March One thousand nine hundred and eighty-three (1983).

34. 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.

D.T. Ryan
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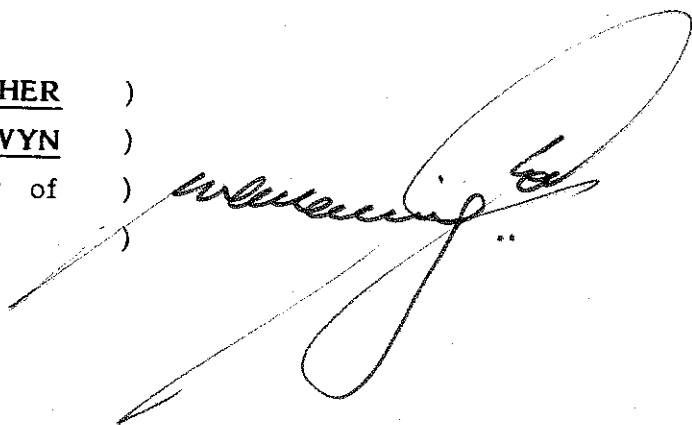


THE COMMON SEAL of THE NEW)
ZEALAND MARIST BROTHERS TRUST)
BOARD was hereunto affixed by and in)
the presence of:-)

D.T. Ryan Trustee

B.M. B. Trustee

SIGNED for and on behalf of HER)
MAJESTY THE QUEEN by MERVYN)
LANGLOIS WELLINGTON Minister of)
Education in the presence of:-)



M. J. Fokker
12 Hokianga Road
Hataitai, Wellington
(Private Secretary)

D.T. Ryan
B.M.B.

FIRST SCHEDULE

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

The Proprietor's Land

All that land, buildings and other improvements owned by the New Zealand Marist Brothers Trust Board situate in Mt. Albert Road, Mt. Roskill, Auckland being known as **Marcellin College, AUCKLAND** and being more particularly described as follows and delineated in green on the plan forming part of the **Second Schedule** hereto.

FIRSTLY all that freehold parcel of land containing 3.7132 hectares more or less being Lot 1 and Part Lot 2 Deposited Plan 28497, and being part of allotments 3 and 5 section 13 Suburbs of Auckland being all the land in Certificate of Title Volume 35A Folio 123 (North Auckland Registry).

SUBJECT TO

1. Section 351D(3) Municipal Corporations Act 1954.
2. Fencing Covenant in Transfer 613246 (affects part).
3. 423855.5 Mortgage to the Housing Corporation of New Zealand.

SECONDLY all that freehold parcel of land containing 6.8659 hectares more or less being Lot 1 Deposited Plan 62683 and Lot 1 Deposited Plan 45713 and Lot 19 Deposited Plan 45955 and being part allotments 2, 3, 4 and 5 section 13 Suburbs of Auckland and being all the land in Certificate of title Volume 35A Folio 124 (North Auckland Registry).

SUBJECT TO

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1. Fencing Agreement contained in Transfers 618003 (affects Lot 19) and 613246 (affects part).
2. Building line restriction contained in K66820 (affects Lot 19).
3. Appurtenant to Lot 1 Plan 45713 and Lot 1 Plan 62683 is a water drainage easement over:
 - (a) Lot 1 Plan 18710 (C.T. 600/168), Lot 2 Plan 18710 (C.T. 463/252), Lot 1 Plan 32143 (C.T. 831/29), Lot 1 Plan 40352 (C.T. 1114/228), Lot 4 Plan 18710 and part Lot 9 Plan 1722 (C.T. 1118/157), Lot 3 Plan 18710 (C.T. 1113/103) created by Transfer 26361.
 - (b) Part Lot 14 Plan 1722 (C.T. 1541/13) created by Transfer 26720.
 - (c) Part Plan 3000 (C.T. 117/290) created by Transfer 31994.
4. Appurtenant to Lot 1 Plan 45713 and Lot 1 Plan 62683 is a right of way over part Lot 3 Plan 42105 (C.T. 1129/145) shown coloured blue on Plan 45713 created by Transfer 552758.
5. Section 351D(3) Municipal Corporations Act 1954.
6. Right of Way over the part Lot 1 shown coloured yellow on Plan 45713 appurtenant to part Lot 11 Plan 1722 (C.T. 1344/2) created by Transfer 613247.
7. A232377 Mortgage to Auckland Savings Bank.
8. 617840.1 Mortgage to Auckland Savings Bank.

D.T. Ryan
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THIRDLY all that freehold parcel of land containing 1.3273 hectares more or less being Lot 3 Deposited Plan 30874 and being part allotment 5 Section 13 Suburbs of Auckland and being all the land in Certificate of Title Volume 19C Folio 171 (North Auckland Registry).

SUBJECT TO

1. Fencing Covenant in Transfer 54692.
2. 934404.2 Mortgage to the Roman Catholic Bishop of the Diocese of Auckland.

D.T. Ryan
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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 H more particularly delineated in blue on the annexed plan and Area 57 of Block D more particularly shown as non-integrating on Departmental drawing number EIS 169 05 which forms part of the **Third Schedule** **RESERVING NEVERTHELESS** to those excepted portions full rights of access and of ingress and of egress over the access shaded yellow on the annexed plan from and to Mt. Albert Road, Mt. Roskill, Auckland.

D.T. Ryan
B.M.B.



MARCELLIN COLLEGE, EPSOM

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. All work is to be carried out by competent tradesmen or in a workmanlike manner to the Department of Education standards.

D. T. Ryan
12.11.13

AGREED PHASING OF WORK TO BE COMPLETED BY						
SITE	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
Provide new incinerator to Education Department standards						
Upgrade water main valve cover north of Block B		x				
Repair fence east side of tennis courts		x				
Spray for weeds and remark tennis courts		x				
Provide exterior seating to Education Dept standards		x				
Provide suitable drinking fountains to Education Department standards		x				
Provide gates to main school entrances					x	
Provide boundary fences to outer lying properties upon completion of the land survey						
BLOCK A						
Exterior						
Paint all exterior joinery						
Repair soffit west of stairwell						
Paint joinery of stairwell						
Reline soffit east side of building		x				
Interior						
Area 1						
Repaint and varnish						
Area 3						
Repair and revarnish door						

	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>BLOCK A</u>						
<u>Interior (Continued)</u>						
<u>Area 4</u>						
Revarnish walls and shelves				x		
<u>Area 6</u>						
Replace damaged floor tiles		x		x		
Repaint and varnish						
Replace vinyl floor under teacher's bench		x				
<u>Area 7</u>						
Repair and finish door from laboratory				x		
<u>Area 8</u>						
Repair door						
Repaint ceiling				x		
Repaint and varnish remainder of area		x		x		
<u>Area 9</u>						
Replace damaged floor tiles		x				
Revarnish shelves		x				
Repaint and varnish						
Replace all laboratory benches				x		
Replace vinyl flooring					x x	
<u>Area 10</u>						
Repaint and varnish				x		
<u>Area 11</u>						
Provide non-skid seamless surface						
Repaint walls and ceiling		x		x		
Patch tread nosings with epoxy plaster				x		
Repaint stair handrails				x		
Repaint top level over graffiti marks		x				
<u>Areas 12/13</u>						
Remove rubbish and paint ceilings		x				
<u>Areas 14, 15 and 16</u>						
Sand and polyurethane teachers platform		x				
Patch holes in ceiling				x		
Repaint and varnish				x		
<u>Area 17</u>				x		
Provide particle board dado 1200 mm high				x		

D. T. Ryan
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D. T. Ryan

BLOCK A (Continued)	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>Mechanical</u>						
Upgrade heating to state school standards in areas 2,4,5,6, 9,14,15,16,19,20 and 21						
Replace gas cocks and upgrade gas supply in areas 6,8 and 9 to comply with gas installation codes and safety standards		x		x		
Replace gas-fired radiant plaque heaters with current units approved by GANZ equipped with electronic flame monitoring		x				
<u>Electrical</u>						
Upgrade lighting to state school standards in classroom areas 6,9,14,15,16,19, 20 and 21						
Ensure switchboard meets state school standards						
Replace low voltage bench supplies in area 6		x		x		
Protect and secure wiring to exterior light above main entrance		x				
<u>Fire Protection</u>						
<u>Means of Egress</u>						
Replace existing locks on external doors with an approved type of lock set that can be opened from the inside without the use of a key	x					
Remove classroom equipment clear of communicating doors between classrooms on the first and second floor levels, and install hardware that will enable the doors to be opened from either side without the use of a key.	x					
Install an approved type of lock set on the exterior door from area 9.	x					
Reposition the drawbolt lock that is binding on the double exit doors at the foot of the internal stairs area 11	x					
Refasten the towerbolt lock which is hanging loose from one set of the double exit doors at the foot of the internal stairs	x					
<u>Fire Equipment</u>						
Install a hosereel with 25m of 12mm hose to area 10 to provide coverage of laboratories and offices						
Mount the CO ₂ extinguisher in area 6 on a wall bracket						
Replace the BCF extinguishers in areas 6 and 9 with 3.5kg CO ₂ extinguishers						
Service hosereels on the first and second floors	x					

D. T. Ryan
13 Mar 13

	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
BLOCK A Fire Protection (Continued) <u>Linnings</u> Replace areas of hardboard with plaster board when alterations or repairs are carried out <u>General</u> Remove portable electric radiators in the offices		x				
BLOCK B <u>Exterior</u> <u>South Side:</u> Paint all timber work Replace loose and broken tiles Replace or refix loose rails in front of tuck shop Repair all spalled concrete under concourse Replace window fittings and frame in WC wall including galv head angles Raise vent pipe to required height Wire brush and treat soil pipes		x x x x x x x x x				
East Wall: Provide supports to terminal vent pipe Replace galv head angle iron WC windows Replace missing bricks		x x x				
North Wall: Replace broken sill tiles Replace damaged downpipe with wrought iron Refix wastepipe brackets Extend waste pipes over gully trap Remove boiler stack Replace rotted barge board and cover board Repaint all woodwork to eastern end Replace broken base vents Replace cracked Georgian-wired glass to basement <u>General:</u> Clean off moss from all brickwork and window frames Repaint all window frames		x x x x x x x x x x x x x x x x x x	x			

	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>BLOCK B</u>						
<u>Interior</u>						
Area 23						
Replace light fittings with bulk-head units						
Repair leaks in wall above		x				
Repair and repaint walls and ceilings		x				
Replace missing toilet seats with plastic seats		x				
Replace mirror		x				
Provide Reyrolle switch for lights		x				
Area 24						
Repaint handrail and treads		x				
Repair spalled concrete work		x				
Replace damaged and loose treads		x				
Replace light fittings with bulk head fittings		x				
Plaster concrete sill below stairs		x				
Area 25						
Repaint ceiling and walls		x				
Provide column under RSJ supporting floor above		x				
Area 26						
Provide vinyl to floor						
Repaint walls and ceiling				x		
Remove heating pipes				x		
Area 27						
Repaint walls and ceiling				x		
Upgrade shelving				x		
Area 28						
Remove all rubbish						
Repair all spalled plaster and concrete on columns and beams		x				
Area 29						
Provide seamless floor surface						
Repaint walls and ceilings		x				
Provide bulk head light fittings		x				
Repair all leaks in plumbing behind urinal		x				
Provide Reyrolle light switch		x				
Area 30						
Repaint and varnish				x		

	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
BLOCK B <u>Interior</u> (Continued) Area 31 Reglaze one window Repaint and revarnish		x		x		31.3.88
Area 32 Repair damaged door Replace vinyl flooring Repaint and varnish		x		x		x
Area 33 Repair damaged door Replace vinyl Repaint and varnish		x		x		x
Area 34 Remove all disused wires and provide a secure cover for alarm system Replace rusted louvre fittings Repaint ceiling and rails		x x x		x		x
Area 35 Replace damaged and loose treads Repaint treads and rails		x x				
Structural Strengthen to Ministry of Works and Development standards in accordance with agreed programme approved by MWD						
Mechanical Remove existing heating system and upgrade heating to state school standards in areas 26, 30 and 31		x				x
Electrical Secure light switch in area 34 Protect hot water cylinder in area 25 Repair broken light fitting in area 29 Upgrade lighting to state school standards in areas 25, 27, 30, 31, 32 and 33 Provide circuit legend to switchboards and upgrade to comply with Electrical Wiring Regulations	x	x x x		x x		x x

BLOCK B (Continued) Fire Protection Means of Egress:	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
Install an approved type of lock set on the alternative egress door from area 26	x					
Remove classroom equipment clear of the communicating doors between areas 30, 31, 32 and 33 and install hardware that will allow these doors to be opened from either side at all times	x					
Fire Equipment Install on the existing hose reel 25m of 12mm tubing complete with a nozzle Service other hose reels	x	x				
Linings Upgrade linings of floor and ceiling of storage area adjacent to area 27 to ½ hour fire resistant rating	x			x		
General Resite 40kg handigas cylinder out of area 27 and into an approved storage site	x					
BLOCK C						
Exterior Treat roof to remove algae and coat with alumatic or similar Secure seat planking with dyna bolts or similar Clean, paint and reglaze notice board Repair hole in blockwork north end Clean down blockwork and repaint Repaint exterior woodwork and metalwork (half cost to be met by department)		x x x x		x x		
Interior Area 35 Provide seamless floor finish "Flake Flor" or similar Paint blockwork and ceilings Paint timberwork Repair light switch				x x x x		
Area 36 Provide additional ventilation through doors by means of metal ventilator		x			x	

D.T. Ryan B.M.B.

	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
BLOCK C						
<u>Interior (Continued)</u>						
<u>Area 37</u>						
Repair expelair fans		x		x		
Repair concrete block walls						
<u>Area 39</u>						
Provide seamless floor finish "Flake Flor" or similar				x		
Box in electrical cables and safely terminate loose ends	x					
Paint walls and ceilings				x		
Paint seats and timberwork				x		
<u>Area 39A</u>						
Provide seamless floor finish "Flake Flor" or similar		x				
Paint walls and ceiling		x				
<u>Area 39B</u>						
Provide seamless floor finish "Flake Flor" or similar		x				
Box in electrical cables	x					
Paint walls and ceilings		x				
Paint seats and timberwork		x				
<u>Area 40</u>						
Provide seamless floor finish "Flake Flor" or similar		x				
Paint walls and ceilings		x				
Paint seats and timberwork		x				
<u>Area 40A</u>						
Provide seamless floor finish "Flake Flor" or similar		x				
Paint walls and ceiling		x				
<u>Area 40B</u>						
Provide seamless floor finish "Flake Flor" or similar		x				
Paint walls and ceilings		x				
Paint seats and timber		x				
<u>Area 41</u>						
Provide seamless floor finish "Flake Flor" or similar						
Paint walls and ceilings						
Treat bottom of RHS posts to remove rust and apply rust inhibitor						
<u>Area 42</u>						
Provide seamless floor finish "Flake Flor" or similar						
Paint walls and ceiling						

D.J. Ryan
DMB

[Signature]

	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
BLOCK C						
<u>Interior (Continued)</u>						
Area 42A						
Provide seamless floor finish "Flake Floor" or similar						
Paint walls and ceiling						
Repair door frame		x		x		
Area 43						
Provide seamless floor finish "Flake Floor" or similar (not on stair treads)						
Paint ceilings				x		
Repair broken lights				x		
Area 44						
Repaint completely (half cost to be met by department)						
Replace zip water heater		x				x
Area 45						
Repair ceiling and repaint		x				
Area 47						
Repair wall over switchboard and revarnish		x				
Repair door closers		x				
Area 48						
Touch up paint work to columns		x				
Replace light guards		x				
Reglaze entrance door		x				
Repair lights under mezzanine floor		x				
Structural						
Strengthen to Ministry of Works and Development standards in accordance with agreed programme approved by MWD						
Electrical						
Remove disused wiring for electric range in area 44						
Repair broken socket outlet in area 46						
Provide protection for wiring in wall in area 38						
Remove present extension lead for dryer and install an additional wall socket outlet						
Fit cover to unprotected flush box area 37						
Repair broken light switch in area 35						
Repair light fittings in area 48						

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BLOCK D

Exterior (Continued)

Replace spouting and repaint NE side
Repair handrail sections north side
Repaint exterior

InteriorArea 50

Replace vinyl
Replace rotten skirting

Area 51

Replace vinyl
Repaint walls and ceiling

Area 52

Strip wallpaper and repaper walls
Repaint ceiling
Provide new vinyl to floor

Area 53

Repaint all timber and ceiling
Provide new vinyl to flooring
Strip wallpaper and repaper walls
Upgrade shelving

Area 54

Provide carpet tiles
Repaint and paper
Remove dado panelling

Area 55

Remove borer infested timberwork and reline
Remove disused bath and make good area
Remove lead base round WC and generally upgrade area

Area 56

Replace shelves and benches
Replace vinyl
Repaint woodwork and repaper room

Area 59

Provide suitable suspended ceiling
Repaper and repaint

31.3.83 31.3.84 31.3.85 31.3.86 31.3.87 31.3.88

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D.T. Ryan B.M.B.

	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>BLOCK D</u>						
<u>Interior (Continued)</u>						
<u>Area 60</u>						
Replace rotten door jamb kitchen end	x					
Repair floor	x					
<u>Area 62</u>						
Provide suspended ceiling	x					
Repaint and repaper	x					
<u>Area 63</u>						
Repaper and repaint				x		
<u>Area 64</u>						
Repaint						
Replace vinyl			x			
<u>Structural</u>						
Secure or remove chimney				x		
<u>Mechanical</u>						
Upgrade heating to state school standards	x					
<u>Electrical</u>						
Replace switchboard with a proprietary unit	x					
Replace VIR cabling with suitable TPS cabling	x					
Upgrade lighting to state school standards	x					
<u>Fire Protection</u>						
<u>Fire Equipment</u>						
Service hose reel and special risk extinguisher in the kitchen	x					
<u>Linings</u>						
Replace scrim and paper and match linings with plasterboard in association with any alterations or renovations						
Remove portable electric radiators			x			
<u>FIRE PROTECTION - GENERAL</u>						
Provide water type extinguisher in area 107 Block I						
Install a common low voltage fail safe fire alarm bell system with sufficient manual call points and sounders interconnected to provide coverage of all the school buildings	x					

D.T. Ryan D.M.B.

BLOCK DFire Protection - General (Continued)

Service all equipment

ELECTRICAL - GENERAL

Main switchboard - Secure and protect incoming main cable

- Provide separate metered supply to Block H

- Provide circuit legend

Block B - Remove disused bell circuit

FURNITURE AND EQUIPMENT

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

Principal's office)

Classrooms)

Library)

Laboratories)

BUILDING REQUIREMENTS

Provide the following by remodelling or new construction:

Standard classroom

Large classrooms

Drama room

Drama store

Library (including workroom)

General science laboratory

Advanced biology laboratory

Prep room

Chemistry store

Physics prep room

Chemistry prep room

Biology store

Art and craft room

Art and Craft project store

31.3.83 31.3.84 31.3.85 31.3.86 31.3.87 31.3.88

x

x

x x

x

x

x

2 58m²)
 2 x 70m²)
 93m²)
 19m²)
 175m²)
 81m²)
 84m²)
 14m²)
 17m²)
 11.5m²)
 11.5m²)
 9.5m²)
 105m²)
 19m²)

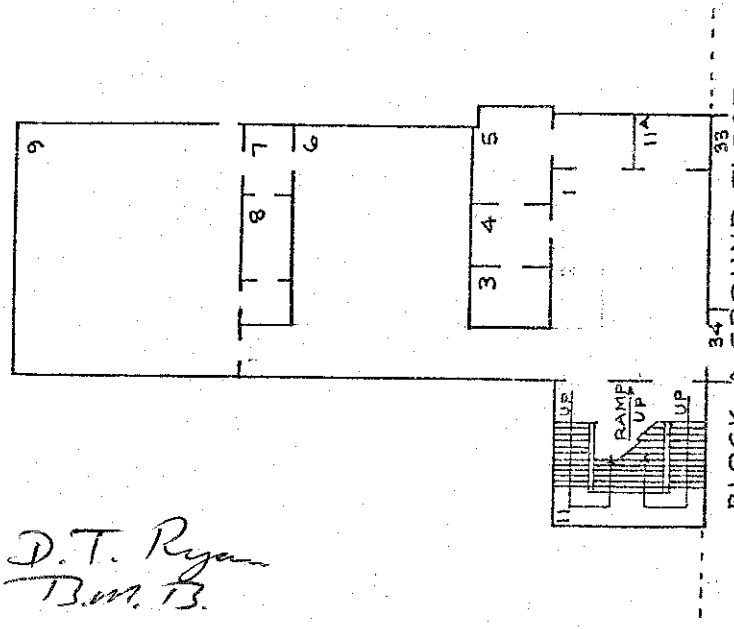
D. T. Ryan D.M.D

BUILDING REQUIREMENTS (Continued)

Kiln Shed	2								
Clothing room	10m ²								
Clothing store	84m ²								
Common room	10m ²								
Typing room	112m ²								
Typing store	79m ²								
Music room	4.5m ²								
Music store/resource	70m ²								
Music practice	23m ²								
Lecture room		1 x 11m ² , 1 x 7.5m ²							
Equipment bay	2								
Weight training area	74m ²								
PE instructors' offices	28m ²								
Outside PE store	9.5m ²								
Deputy principal's office	2 x 7.5m ²								
Senior master/mistress' office	19m ²								
Careers/Counsellor	11m ²								
HOD offices	11m ²								
Staff restroom	12m ²								
Bookroom	5 x 7.5m ²								
Timetable room	4.5m ²								
Casualty room	23m ²								
Sickroom	14m ²								
Caretaker's room	9m ²								
Maintenance staff room	9m ²								
Store/workshop	7m ²								
Maths workroom	19m ²								
Language store	19m ²								
Dangerous goods store	14m ²								
One additional staff shower	9.5m ²								
One WC for male staff toilets	9m ²								
One WHB and 1 STDU for female staff toilets									
One WC for girls' toilets									
Provide screen wall at boys' toilets									
Remove or demolish Blocks F and G									

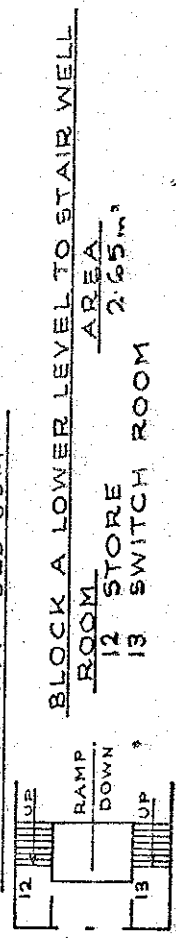
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B.M. 13.

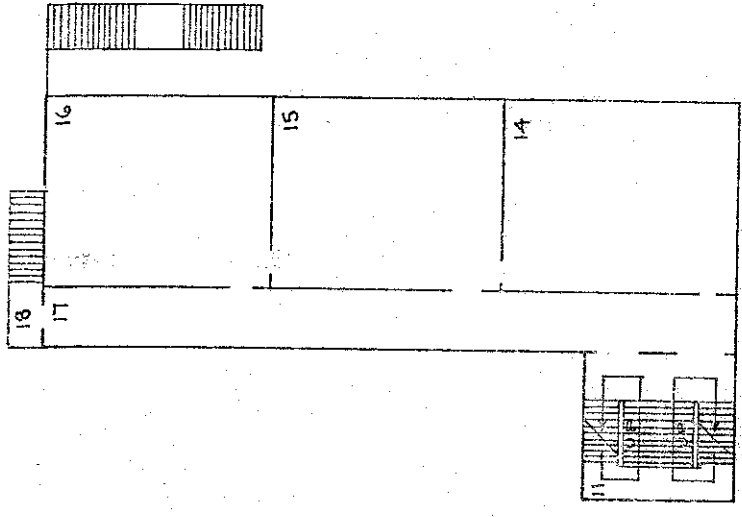


ROOM	AREA
1 ENTRANCE FOYER	5.6m ²
2 OFFICE	6.3m ²
3 STORAGE	9.4m ²
4 DIRECTOR	56.72m ²
5 PHYSICS LAB.	4.41m ²
6 PREP. ROOM	6.3m ²
7 SCIENCE LAB.	85.4m ²
8	
9	
11 STAIRS	
11A SICK BAY	

TOTAL AREA = 323.85m²

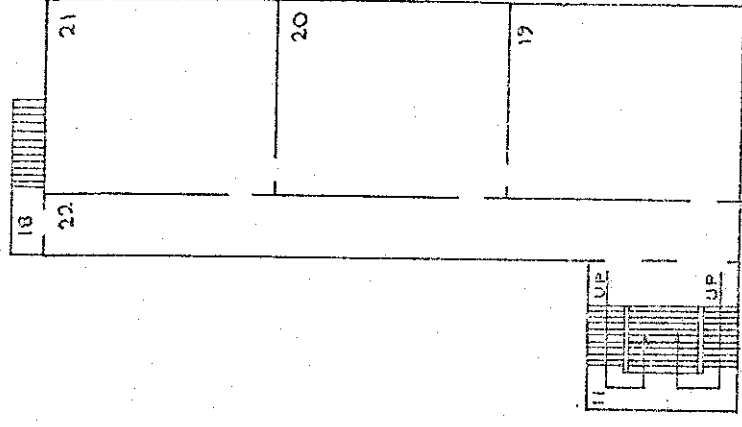


ROOM	AREA
12 STORE	2.65m ²
13 SWITCH ROOM	
13A	



ROOM	AREA
14 CLASSROOM	65.4m ²
15 CLASSROOM	66.2m ²
16 CLASSROOM	65.4m ²
17 CORRIDOR	
18 FIRE ESCAPE	

TOTAL AREA = 334.05m²



ROOM	AREA
19 CLASSROOM	65.4m ²
20 CLASSROOM	66.2m ²
21 CLASSROOM	65.4m ²
22 CORRIDOR	
23	

TOTAL AREA = 319.47m²

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buildings division: integration of private schools
School: MARCELLIN COLLEGE, EPSOM

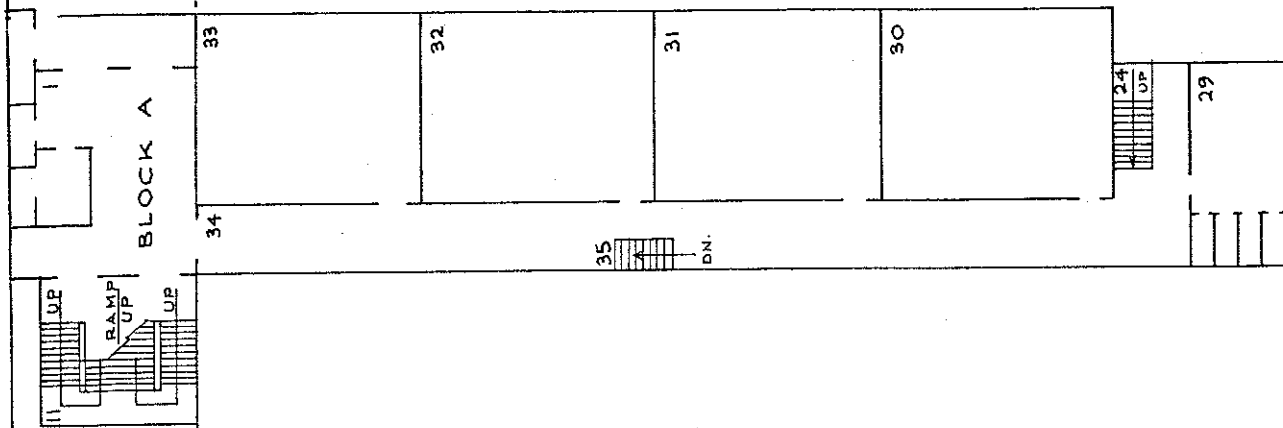
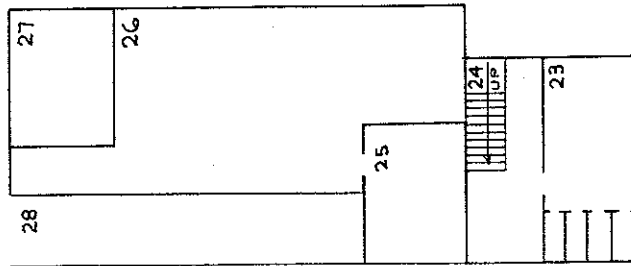
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Date:	SHEET 2 OF 6 SHEETS
8 AUGUST 1980	Drawn: LEB
Revision 20 MAY 1981	

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BLOCK B BASEMENT
ROOM AREA

23	TOILETS	
24	STAIRS	
25	TUCKSHOP	22.00m ²
26	ART ROOM	83.0m ²
27	STORE	20.8m ²
28	CORRIDOR	

TOTAL AREA = 252.13 m²



BLOCK B GROUND FLOOR
ROOM AREA

29	TOILETS	
30	CLASSROOM	67.0m ²
31	CLASSROOM	67.0m ²
32	CLASSROOM	67.0m ²
33	CLASSROOM	67.0m ²
34	CORRIDOR	

TOTAL AREA = 446.37m²

DEPARTMENT OF EDUCATION
buildings division: integration of private schools
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Drawing No:

EIS 169 03

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Date:

11 AUGUST 1980

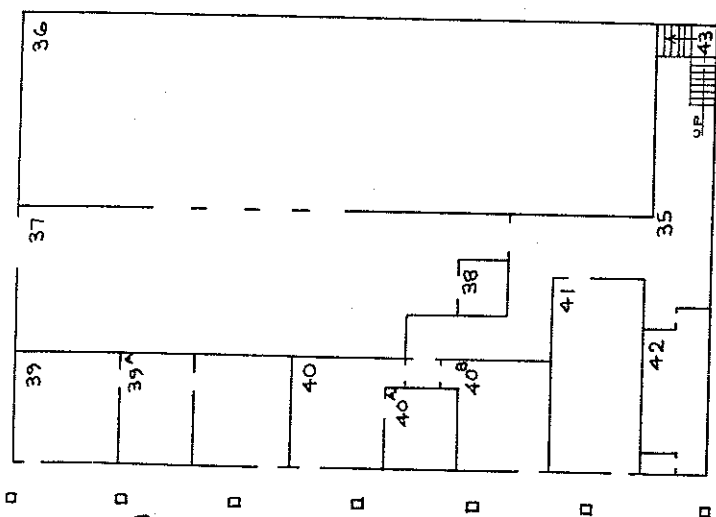
SHEET 3 OF
6 SHEETS

Revision

26 MAY 1981

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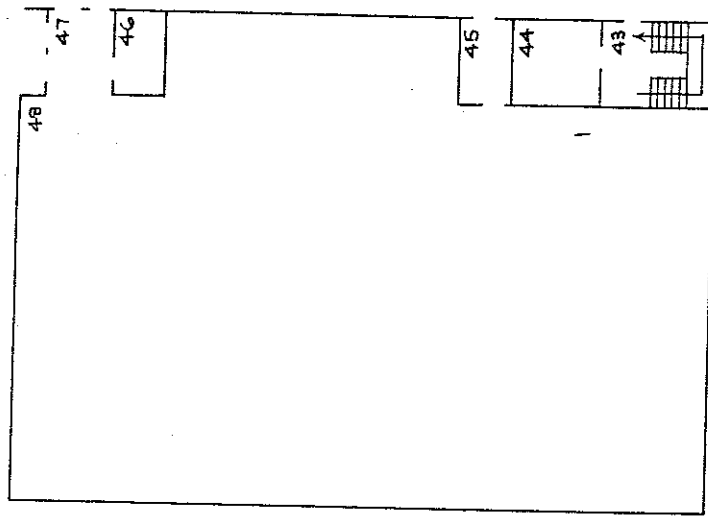
D.T. Ryan
T.M.D.



BLOCK C BASEMENT

ROOM	AREA
35 PASSAGE	
36 STORAGE UNDER FLOOR	194.82m ²
37 SUPPER ROOM	99.0m ²
38 PANTRY	
39, 40, 40 ^B CHANGE ROOMS	
39 ^A , 40 ^A SHOWERS	
41 MALE TOILET	
42 FEMALE TOILET	
43 STAIRS	

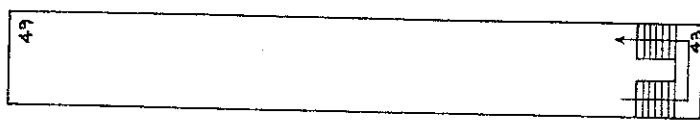
TOTAL AREA = 512.86m²



BLOCK C GROUND FLOOR

ROOM	AREA
44 KITCHEN	10.7m ²
45 EQUIP. STORE	5.89m ²
46 EQUIP. STORE	5.36m ²
47 ENTRANCE	
48 GYMNASIUM	404.86m ²

TOTAL AREA = 552.80m²

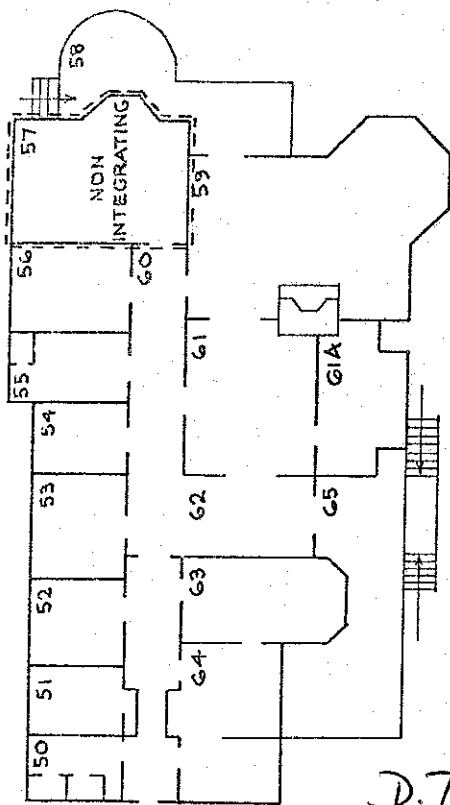


BLOCK C

ROOM	AREA
49 GALLERY	102.8m ²

DEPARTMENT OF EDUCATION
buildings division: integration of private schools
School MARCELLIN COLLEGE, EPSOM

Drawing No: EIS 169 04	Scale: 1:300
Date: 11 AUGUST 1980	SHEET 4 OF 6 SHEETS
Revision 26 MAY 1981	Drawn: <i>LLS</i>



BLOCK D

ROOM	AREA
50 TOILETS	9.57 m ²
51 STORAGE	11.43 m ²
52 STORAGE	16.0 m ²
53 BURSAR	9.0 m ²
54 INTERVIEW	16.0 m ²
55 TOILETS	16.0 m ²
56 DUPLICATING	16.0 m ²
57 CHAPEL (NON INTEGRATING)	60.0 m ²
58 TERRACE	28.2 m ²
59 STAFF LOUNGE	24.0 m ²
60 CORRIDOR	21.0 m ²
61 OFFICE	19.5 m ²
62 ENTRANCE FOYER	
63 STAFF DINING	
64 KITCHEN	
65 DECK	

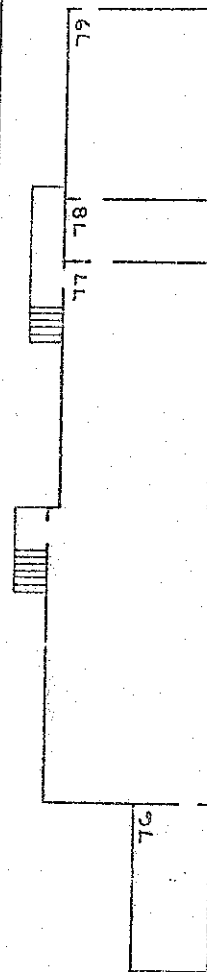
TOTAL AREA = 433.64 m²

BLOCK F

TO ENTRANCE LOBBY.
71 MUSIC ROOM
72 STORE / PREPARATION
73 LABORATORY.

AREA
47.2 m ²
7.14 m ²
57.2 m ²

TOTAL AREA = 135.95 m²



BLOCK G

ROOM	AREA
76 STORE	19.18 m ²
77 LIBRARY	131.85 m ²
78 BOOKSTORE	13.16 m ²
79 CLASSROOM	43.0 m ²

TOTAL AREA = 231.39 m²

DEPARTMENT OF EDUCATION
buildings division: integration of private schools
School MARCELLIN COLLEGE, EPSOM

Drawing No:

EIS 169 05

Date:

11 AUGUST 1980

Revision
1 SEPTEMBER 1980

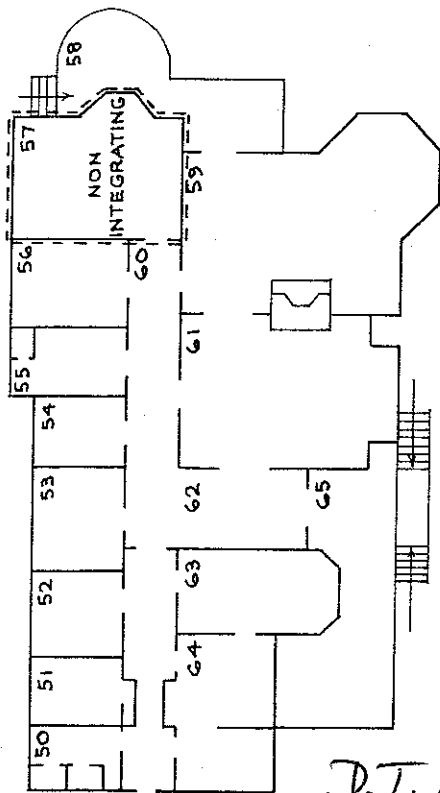
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SHEET 5 OF
6 SHEETS

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13.09.80



D.T. Ryan
D.M.B.

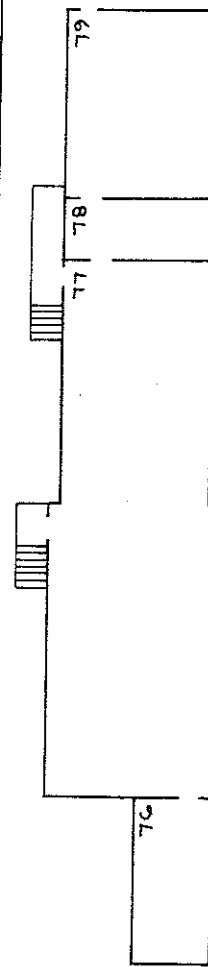
BLOCK D

ROOM	AREA
50 TOILETS	9.57 m ²
51 STORAGE	11.43 m ²
52 STORAGE	16.0 m ²
53 BURSAR	9.0 m ²
54 INTERVIEW	16.0 m ²
55 TOILETS	16.0 m ²
56 DUPLICATING	16.0 m ²
57 CHAPEL (NON INTEGRATING)	60.0 m ²
58 TERRACE	60.0 m ²
59 STAFF LOUNGE	48.0 m ²
60 CORRIDOR	24.0 m ²
61 STAFF WORKROOM	21.0 m ²
62 ENTRANCE FOYER	
63 STAFF DINING	
64 KITCHEN	
65 DECK	

TOTAL AREA = 433.64 m²

ROOM	AREA
TO ENTRANCE LOBBY.	47.2 m ²
71 MUSIC ROOM	7.14 m ²
72 STORE / PREPARATION	57.2 m ²
73 LABORATORY.	

TOTAL AREA = 135.95 m²



ROOM	AREA
76 STORE	19.18 m ²
77 LIBRARY	131.85 m ²
78 BOOKSTORE	13.16 m ²
79 CLASSROOM	43.0 m ²

TOTAL AREA = 231.39 m²

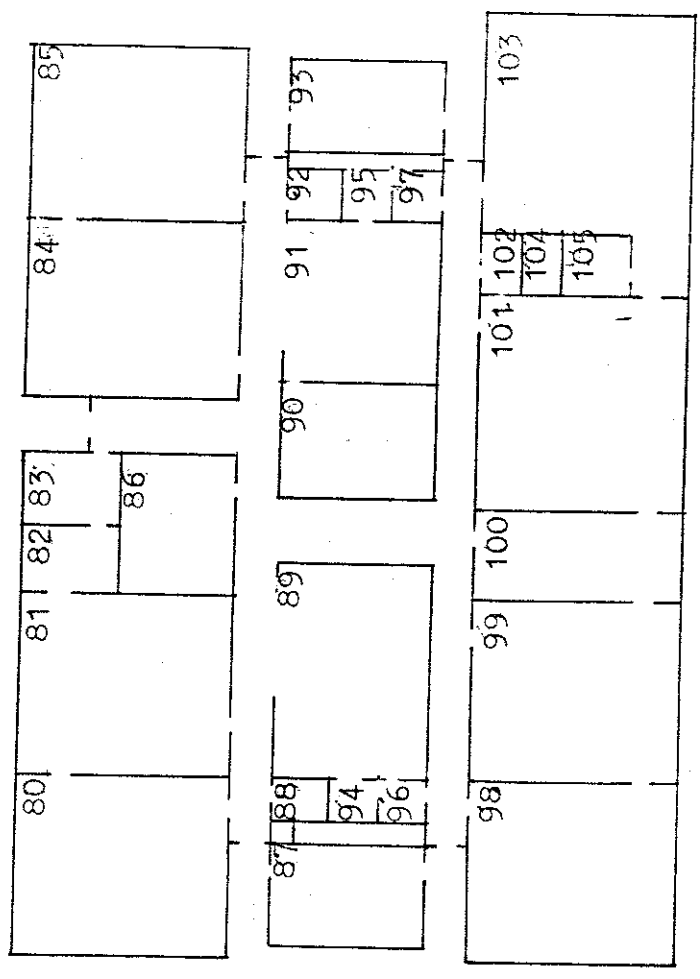
DEPARTMENT OF EDUCATION
buildings division: integration of private schools
School: MARCELLIN COLLEGE, EPSOM

Drawing No:	EIS 162 05	Scale:	1:300
Date:	11 AUGUST 1980		SHEET 5 OF 8 SHEETS
Revision	1 SEPTEMBER 1980	Drawn:	DES

D.T. Ryan
B.M.D.

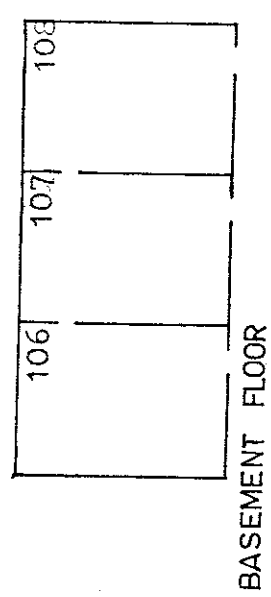
BLOCK I GROUND FLOOR

ROOM	AREA
80 CLASSROOM	58.8m ²
81 "	58.8m ²
82 DEAN	8.05m ²
83 WAITING	8.05m ²
84 CLASSROOM	58.8m ²
85 "	58.8m ²
86 EQUIPMENT	23.5m ²
87 TOILET	
88 "	
89 COMMONS	
90 COURT-YARD	
91 LOCKERS	
92 ...	
93 CLEANER	
94 "	
95 ...	
96 CLASSROOM	58.8m ²
97 "	58.8m ²
98 RESOURCE	71.4m ²
99 CLASSROOM	5.72m ²
100 DARKROOM	76.32m ²
101 CLASSROOM	
102 ...	
103 STORE	7.2m ²



BLOCK I BASEMENT FLOOR

ROOM	AREA
106 CLASSROOM	50.4m ²
107 "	50.4m ²
108 "	50.4m ²



DEPARTMENT OF EDUCATION
buildings division: integration of private schools
School: MARCELLIN COLLEGE EPSOM

Drawing No:	EIS 189 06	Scale:	1 300
Date:	25 March 1982		
Revision		Drawn:	(

FOURTH SCHEDULE

Schedule of Staffing Appointments to Intermediate Department of Marcellin College 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 Entitlement of Intermediate Department</u>	<u>Head of Intermediate Department to be Appointed under Section 65(1)(c)</u>	<u>Number of other Teachers to be Appointed under Section 65 (1)(c)</u>
<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>
1	1	-
2	1	1
3	1	1
4	1	1
5	1	1
6	1	2
7	1	2
8	1	3
9	1	3
10	1	4
11	1	4
12	1	5
13	1	5
14	1	6
15	1	6
16	1	7
17	1	7
18	1	8
19	1	8
20	1	9
		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 five (5) teachers.

D. T. Ryan
T.M. N.



FIFTH SCHEDULE

Resume of the historical and traditional connections between the Order and the School

The New Zealand Marist Brothers' Trust Board, proprietors of Marcellin College, established the school in Mt. Albert Road in 1958. It was a day school catering for boys from Form 1 to Form 7. In 1982, coinciding with the closing of St. Benedict's secondary school for girls, Marcellin College became a co-educational school, with girls from Form 3 to Form 7.

Marcellin College, being founded and administered by the Marist Brothers' Order, has been influenced by the traditions and spirit of this international community of Brothers, who were founded in the nineteenth century in France to educate the less-favoured students in the post-Revolution period, and then to extend their work into other needy areas of the world. Thus, in 1876, the first Marist Brothers arrived in the South Pacific to open schools in New Zealand, Fiji, the Samoas, and Tonga. These countries today form one administrative unit called the Province, which is headed by a Brother Provincial Superior.

The Marist Brothers are proprietors of three Colleges in New Zealand:

ST. PAULS'S COLLEGE, PONSONBY,
SACRED HEART COLLEGE, GLEN INNES,
MARCELLIN COLLEGE, EPSOM.

In addition, they provide staff in the following schools:

HATO PETERA COLLEGE,
VERMONT STREET CATHOLIC SCHOOL, AUCKLAND,
XAVIER COLLEGE, CHRISTCHURCH,
JOHN PAUL II HIGH SCHOOL, GREYMOUTH,
ST. JOHN'S COLLEGE, HAMILTON,
MARIST BROTHERS, HAMILTON,
ST. PETER'S COLLEGE, PALMERSTON NORTH,
VERDON COLLEGE, INVERCARGILL,
ST. BERNARD'S COLLEGE, LOWER HUTT,
CHANEL COLLEGE, MASTERTON,
MARIST BROTHERS SCHOOL, NAPIER,
SACRED HEART SCHOOL, TIMARU,
MARIST - HOLY CROSS SCHOOL, MIRAMAR,
ST. ANNE'S MARIST SCHOOL, NEWTOWN.

In all the above-mentioned schools, the Brothers bring their own particular traditions and spirit of Christian Community, care for the less-favoured, willingness to go to new areas or needs indicated by the Bishops, and they maintain a strong link with the Pacific Islands, where New Zealand Brothers staff thirteen schools. With the changing needs in all of these places, the Brothers are transferred within New Zealand and between New Zealand and the Pacific.

D. Ryan
T. Don. Brown



Against this background of national and international involvement, therefore, Marcellin College endeavours to develop within the families and staff who make up the College Community, "a spirit of humility, and a love of awareness of the poor, and apostolic zeal, a sense of the Church and a love of the blessed Virgin." (Constitution of the Marist Brothers).

The College organisation, courses, programme and the environment that they create contributes towards this development. Of particular significance in the life of the College are:

1. The Christian Living and Retreat Programme.
2. Staff training with religious and pastoral emphasis.
3. The emphasis placed on family and community spirit among students parents, staff and past students.
4. The development of prayer and worship.

This resume shall not be construed as adding to or amending the Special Character of the School as defined in **Clause 5** of this agreement.

D. T. Ryan
B.M. Burns