

THIS DEED OF AGREEMENT is made the 10th day of October
One thousand nine hundred and eighty eight (1988). BETWEEN THE
ROMAN CATHOLIC BISHOP OF THE DIOCESE of HAMILTON a "Corporation
Sole" (hereinafter with his successors referred to as "the
Proprietor") of the first part AND HER MAJESTY THE QUEEN acting
by and through the Minister of Education (hereinafter referred to
as "the Minister") of the second part

WHEREAS

- A The Proprietor is the owner of MARIAN SCHOOL, HAMILTON
(hereinafter referred to as "the School").
- B The School is a Roman Catholic Primary School for Boys and
Girls from new entrants to Form 2 offering Education with a
Special Character.
- C The School was established in 1989 by the amalgamation of
St. Mary's Cathedral School, Hamilton and Marist Brothers'
School, Hamilton and up to the effective date of
integration was staffed in part by members of the Roman
Catholic Religious Order of Women known as the Sisters of
Our Lady of the Missions and by the Roman Catholic
Religious Order of Men known as the Marist Brothers.
The said Orders will continue after the effective date of
integration to offer teaching staff to the School so long
as they have 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.
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

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the purpose of this Deed of Agreement being the land and improvements more particularly described in the Second Schedule hereto (hereinafter referred to as "the School premises").

- (b) The Proprietor shall set apart and appropriate as owner all the School premises and all the chattels and other assets of the Proprietor associated with the School exclusively for the purposes of the School as an integrated School, so that the Controlling Authority of the School shall have the exclusive right to the possession and use of the School premises and chattels -

PROVIDED THAT -

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

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

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

(d) The Proprietor shall plan, pay for, and execute the improvements described in the Third Schedule hereto, to the School premises, so as to bring the School buildings and associated facilities forming part of the School premises up to the minimum standard for comparable State Schools prevailing at the effective date of this Deed of Agreement.

Such improvements to be carried out in accordance with the dates specified against such improvements in the Third Schedule hereto. The Proprietor shall upon completion of any improvements to electrical services described in the Third Schedule hereto arrange for the local Electrical Supply Authority to inspect the School premises in terms

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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 him created by Section 40(2)(h) of the Private Schools Conditional Integration Act 1975.


(h) No person employed at the School and paid for his services in whole or in part out of moneys

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appropriated by Parliament, shall be paid by the Proprietor or his servants or agents any remuneration additional to that provided for by the Private Schools Conditional Integration Act 1975 or shall be granted or permitted any condition of service more favourable than that permitted in the case of a person employed in a similar position in a State School PROVIDED HOWEVER that a teacher to whom the provisions of Section 71 of the Private Schools Conditional Integration Act 1975 apply, shall continue to be paid no less than the same salary, and be accorded the same status, as he received or was accorded on the day before the effective date of the integration of the school.

4. THE land and buildings constituting the School premises are subject to the mortgages, debts, liens, encumbrances, easements, licences, restrictions and other matters which affect the title to or enjoyment of the land, 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 for the Roman Catholic Community of the Diocese of Hamilton, 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:-

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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 Hamilton.

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 him by the Private Schools Conditional Integration Act 1975, if in the opinion of the Proprietor the Special Character of the School as defined and described in this Deed of Agreement has been or is likely to be jeopardised or the Education with a Special

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Character provided by the School as defined and described in this Deed of Agreement is no longer preserved and safeguarded.


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

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

(i) One (1) member to be appointed by the Proprietor of the School;

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

(c) Any election conducted pursuant to Section 26 of the Private Schools Conditional Integration Act




1975 shall be conducted as nearly as possible in the manner prescribed by the School Committees Administration Regulations 1965 and any regulations made in amendment thereof or in substitution therefor, and the provisions of those regulations shall, with any necessary modifications, be applied accordingly.

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

8. ST Mary's Cathedral School and Marist Brothers' School, Hamilton had a combined roll of six hundred and twelve (612) pupils as at the 1st day of July One thousand nine hundred and eighty eight (1988), being the year when the roll figures were last compiled. The predicted combined roll for the 1989 school year is five hundred and forty four (544) pupils. It is agreed by and between the parties hereto that the maximum roll of the School shall be five hundred and fifty three (553) pupils for 1989 and 1990 and thereafter four hundred and seventy five (475) pupils.

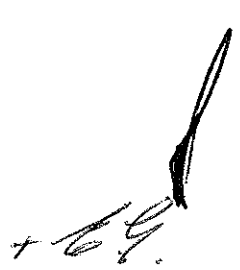
9. THE Proprietor agrees that pursuant to Paragraphs (d) and (e) of Clause 3 of this Deed of Agreement he will bring the School up to the minimum standard of accommodation laid down from time to time by the Director-General for a comparable State



School.

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

(b) In accordance with Section 7(6)(h) of the Private Schools Conditional Integration Act 1975 unless the Proprietor and the Controlling Authority otherwise agree and subject to places being available, the number of pupils whose parents do not have a preference of enrolment at the School in accordance with the provisions of Section 29(1) of the Private Schools Conditional Integration Act 1975 shall be limited at all times to twenty seven (27) out of the total roll of the School and the Controlling Authority shall not enrol more than that number PROVIDED THAT to maintain and preserve the Special Character of the School the Controlling Authority in classifying such pupils so enrolled



shall endeavour to reasonably distribute them through the range of classes offered by the School.

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

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

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

13. THE Proprietor, together with his servants, agents and licensees, shall have at all reasonable times access to the land and buildings of the School constituting the School premises sufficient to enable him to exercise the powers and carry out the

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responsibilities vested in him and imposed on him by the Private Schools Conditional Integration Act 1975 and by this Deed of Agreement.

14. AN advertisement for the position of Principal of the School shall in accordance with Section 65(1)(a) of the Private Schools Conditional Integration Act 1975 state that a willingness and ability to take part in Religious instruction appropriate to the Special Character of the School shall be a condition of appointment. Any person so appointed to the position of Principal shall accept these requirements as a condition of appointment. The Principal so appointed shall accept and recognise a responsibility to maintain and preserve the Special Character of the School.

15. THERE shall be a position of responsibility at the School to be designated Director of Religious Studies in accordance with Section 65(1)(b) of the Private Schools Conditional Integration Act 1975, which position shall be part of the normal staffing entitlement of the School as established by Regulations made under the Education Act 1964 and an advertisement for that position shall state that a willingness and ability to take part in Religious instruction appropriate to the Special Character of the School shall be a condition of appointment. Any person so appointed to the position of Director of Religious Studies shall accept these requirements as a condition of appointment. The Director of Religious Studies

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


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

17. _____ THERE shall be eight (8) other teaching positions at the School which in accordance with Section 65(1)(c) of the Private Schools Conditional Integration Act 1975, shall be positions of importance carrying a responsibility for Religious instruction and an advertisement for 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 person so appointed to these positions shall accept these requirements as a condition of appointment PROVIDED HOWEVER that in the event of the staffing entitlement of the School altering at any time during the currency of this Deed then the number of teaching positions

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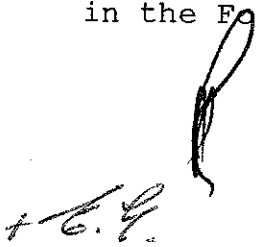
designated under Section 65(1)(c) of the Private Schools Conditional Integration Act 1975 as positions of importance carrying a responsibility of Religious instruction shall be determined in accordance with the then current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder and as is more particularly described in the Fourth Schedule hereto.

18. WHENEVER there is a position at the School designated as deputy principal or assistant principal and the appointee is also to be responsible for supervising junior classes it is agreed pursuant to Section 65(1)(d) of the Private Schools Conditional Integration Act 1975 as amended by the Private Schools Conditional Integration Amendment Act 1986 that the Controlling Authority of the School shall state in any advertisement for that position that a willingness and ability to take part in religious instruction appropriate to the Special Character of the School shall be a condition of appointment. Any person so appointed to these positions shall accept these requirements as a condition of appointment. If a person is so appointed as assistant principal these requirements shall continue to be binding on that person if subsequently appointed deputy principal at the school while still retaining the responsibility for junior classes PROVIDED HOWEVER that in the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement then the position (if any) to which these requirements are a condition


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shall be determined in accordance with the then current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder and as is more particularly described in the Fourth Schedule hereto.


19. WHENEVER there is a position at the School designated as deputy principal or assistant principal and the person so appointed is also to have responsibility for supervising senior classes it is agreed pursuant to Section 66 of the Private Schools Conditional Integration Act 1975 as amended by the Private Schools Conditional Integration Amendment Act 1986 that the position is to be a special position that requires particular capabilities in the teacher appointed, namely, to maintain programmes and activities that reflect the Special Character of the School and the advertisement for the position of deputy principal or assistant principal shall state that possession of these capabilities shall be a condition of appointment. Any person so appointed to the position of deputy principal or assistant principal shall accept these requirements as a condition of appointment PROVIDED HOWEVER that in the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement then the position (if any) to which these requirements are a condition shall be determined in accordance with the then current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder and as is more particularly described in the Fourth Schedule hereto.



20. THE Proprietor may with the consent of the School Committee 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.


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

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

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




or partly situated outside the School premises the Proprietor will continue to make services or facilities available to the School premises.

26. THE Proprietor shall be liable for any damage or cost caused by or connected with the slopes on either side of Gibbons Creek or by the trees on the North-East slope unless such damage is due to the negligence of the Minister, the Controlling Authority or their agents.

27. THE Minister shall be responsible only for the normal maintenance of 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.

28. NEITHER the Minister nor the Controlling Authority shall be liable to maintain or repair the closed area of Firth Street at present used by the School. In the event of the re-opening of this area of Firth Street neither the Minister nor the Controlling Authority shall be under any obligation to provide an equivalent area for use as playground.

29. THE Minister shall subject to Clause 3(d) and (e) of this Deed after the effective date hereof maintain the School premises and associated facilities in a state of repair order and condition as for a comparable State School under the same Controlling Authority and provide for the maintenance of the chattels as though the School were a State School. The School

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shall be entitled to such furniture and equipment as the Controlling Authority supplies from time to time to comparable State Schools.

30. THE effective date of this Deed shall be the 28th day of January, 1989.

31. ON and after the effective date specified in this Deed the School shall be an integrated school in terms of the Private Schools Conditional Integration Act 1975.

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

SIGNED by

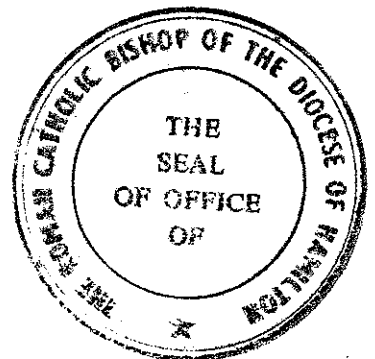
EDWARD RUSSELL GAINES

+ Edward Russell Gaines

THE ROMAN CATHOLIC BISHOP

OF THE DIOCESE OF HAMILTON

Sealed with the Seal of
Office of the Diocese of
Hamilton in the presence of:



*David Bessie
8 Herbert Rd
Hamilton*

SIGNED FOR AND ON BEHALF OF HER
MAJESTY THE QUEEN by DAVID RUSSELL
LANGE Minister of Education in the
presence of:

David Lange

Kevin Brown

KEVIN BROWN
PRIVATE SECRETARY
MINISTER OF EDUCATION
PARLIAMENT BUILDINGS

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 Roman Catholic Bishop of the Diocese of Hamilton situate in Beale and Clyde Streets, Hamilton, being known as St Mary's Cathedral School, Hamilton, and being more particularly described as follows and delineated in green on the plan forming part of the Second Schedule hereto.

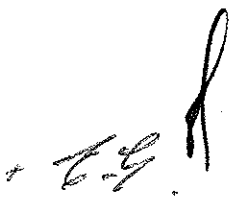
FIRST all that freehold parcel of land containing 8149 square metres more or less being Lot 1 on Deposited Plan S.20250 and being Allotments 11 and 12 Town of Hamilton East and being all the land in Certificate of Title Volume 18B Folio 280 (South Auckland Registry)

SUBJECT TO:

S.618077 Gazette Notice declaring a drainage easement over part Allotment 11 Town of Hamilton East (13.3 perches) (part within land) taken for sanitary works and vested in the Mayor Councillors and Citizens of the City of Hamilton

SECONDLY all that freehold parcel of land containing 7891 squares metres more or less being Lots 2, 3, 4, 5, 6, 7, 8, and 9 Deposited Plan 9043 and being part Allotments 10 and 421 of the Town of Hamilton East and being all the land in Certificate of Title Volume 2018 Folio 75 (South Auckland Registry)

SUBJECT TO:

1. Agreements as to fencing contained in Transfers 287923 and S226472 (affects part)
 2. Section 351D Subsection 3 of the Municipal Corporations Act 1954
- 

THIRDLY all that freehold parcel of land containing 6179 square metres more or less being part Allotment 421 Town of Hamilton East and Lot 1 on Deposited Plan S.29441 and being part Allotment 16 Town of Hamilton East and being all the land in Certificate of Title Volume 26D Folio 863 (South Auckland Registry)

Lot 1 Plan S. 29441 has no road frontage.

SUBJECT TO:

Drainage easement contained in Gazette Notice S.618077 in favour of the Hamilton City Council.

FOURTHLY all that freehold parcel of land containing 555 square metres more or less being Lot 9E on Deposited Plan 115 and being part Allotment 9 Town of Hamilton East and being all the land in Certificate of Title Volume 531 Folio 237 (South Auckland Registry) Limited as to parcels

FIFTHLY all the balance of the freehold parcel of land containing 4,046 square metres more or less being Allotment 17 Town of Hamilton East and being part of the land in Certificate of Title Volume 502 Folio 210 (South Auckland Registry) Limited as to parcels

SUBJECT TO:

1. Notice S.522766 stopping part of the adjoining street.

SIXTHLY all that freehold parcel of land containing 8245 square metres more or less being part Lot 32 on Deposited Plan S.5122 and being part Allotment 419 Town of Hamilton East and being the land in Certificate of Title Volume 12B Folio 873 (South Auckland Registry)

Handwritten signature and initials, possibly 'C. G.', in the bottom left corner of the page.

SUBJECT TO:

1. The reservations and conditions imposed by Section 59 Land Act 1948,
2. Fencing Covenant in Transfer S.370904
3. Gazette Notice S.618077.
4. Notice S.522766 stopping part of the adjoining street.

SEVENTHLY all that freehold parcel of land containing 2008 square metres more or less being Lot 1 on Deposited Plan 31836 and being part Allotment 18 Town of Hamilton East and being the land in Certificate of Title Volume 823 Folio 65 (South Auckland Registry)

SUBJECT TO:

1. Notice S.522766 stopping part of the adjoining street.

EIGHTHLY all that freehold parcel of land containing 1410 square metres more or less being Lot 1 on Deposited Plan S.26770 and being part Allotment 19 Town of Hamilton East and being all the land in Certificate of Title Volume 26D Folio 82 (South Auckland Registry)

TOGETHER WITH AND SUBJECT TO:

1. Rights of Way created by 314754 (R391/717) and 314755 (R391/719)

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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 the Blocks more particularly delineated in blue on the annexed plan together with a reservation in favour of that excepted portion of full rights of access inter se and of ingress and egress to and from that excepted portion.

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MARIAN SCHOOL, HAMILTON

THIRD SCHEDULE

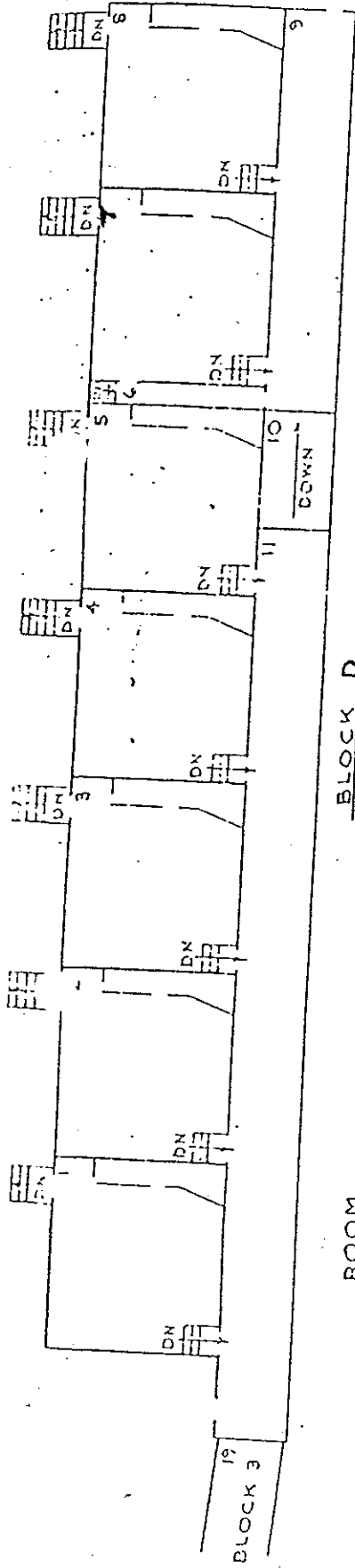
WORKS TO BE CARRIED OUT BY THE PROPRIETOR IN RELATION TO THE INTEGRATED SCHOOL.

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

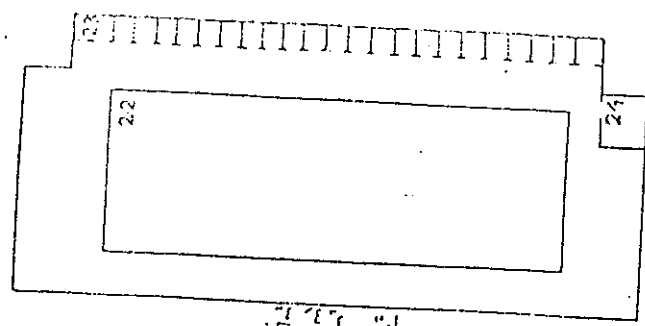
In those cases where the words 'half cost to be met by Education Board' appear in relation to particular works, the building supervisor of the Hamilton Education Board shall draw up the specifications for such particular works and the Proprietor shall obtain his approval to the contractor and to the price for commencing such works.

AGREED PHASING OF WORK TO BE COMPLETED BY

	1988	1989	1990	1991
<u>SUPPLY BY REMODEL OR NEW CONSTRUCTION:</u>				
Toilets Girls : 9 pans) 2 STDU) 5 WHB)	X			
Wet Areas				
Supply sink bench units to:				
Area 15				
17				
19				
23				
25				
26				
Staffroom - 37.0m2		X		
Staffroom Kitchen 4.5m2			X	
Interview Room 7m2			X	
ACCESS:				
Pedestrian access off Beale Street to be clearly defined		X		
DEMOLISH OR STRUCTURAL UPGRADE - Block S		X		



<u>BLOCK D</u>			
<u>ROOM</u>	<u>AREA</u>	<u>ROOM</u>	<u>AREA</u>
1 CLASSROOM	60.20 m ²	7 CLASSROOM	60.20 m ²
2 CLASSROOM	60.20 m ²	8 CLASSROOM	60.20 m ²
3 CLASSROOM	60.20 m ²	9 CORRIDOR	
4 CLASSROOM	60.20 m ²	10 RAMP	
5 CLASSROOM	60.20 m ²	11 CORRIDOR, CLOAKS	
6 STORE	5.65 m ²		
<u>TOTAL AREA = 656.07 m²</u>			



BLOCK E	
ROOM	AREA
22 SWIMMING POOL	1078 m ²
23 CHANGING CUBICLES	2704 m ²
24 FILTER HOUSE	280 m ²
TOTAL AREA BUILDINGS = 2372 m ²	

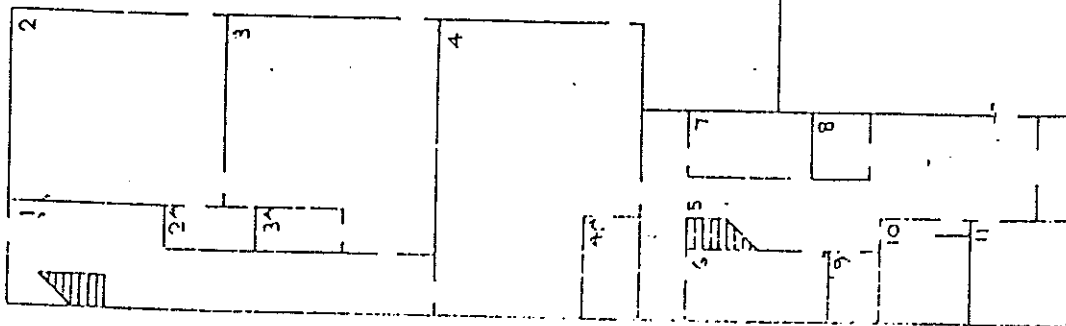
DEPARTMENT OF EDUCATION
 Buildings division: integration of private schools
 School: MARIAN SCHOOL HAMILTON

Drawing No:	Scale:
Date:	1:500
31.1.89	
Revision	Drawn:

BLOCK A GROUND FLOOR

ROOM	AREA
1 CORRIDOR	59.94 m ²
2 CLASSROOM	4.29 m ²
2A STORE	64.1 m ²
3 CLASSROOM	4.29 m ²
3A STORE	81.72 m ²
4 CLASSROOM	7.4 m ²
4A STORE	13.78 m ²
5 FOYER STAIRS	11.28 m ²
6 TOILETS	4.8 m ²
7 STORE	14.82 m ²
8 STORE	14.04 m ²
9 TOILETS	13.44 m ²
10 TOILETS	10.0 m ²
11 RESOURCE	
12 ASSEMBLY HALL	
13 RE-STORE	
14 COVERED OPEN AREA	

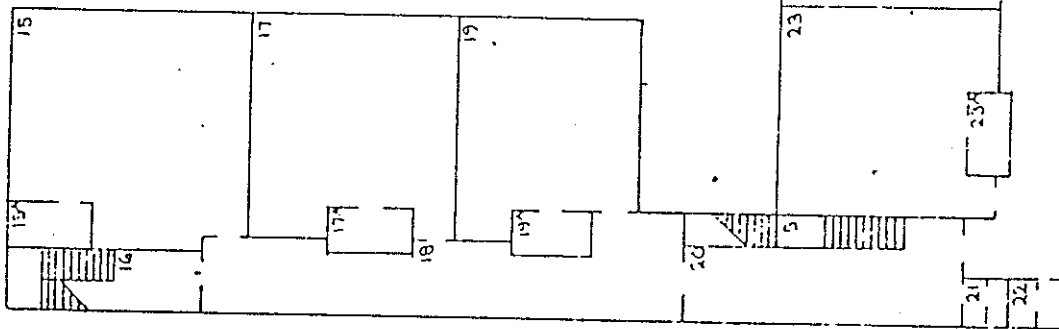
TOTAL AREA = 752.1 m²



BLOCK A FIRST FLOOR

ROOM	AREA
15 CLASSROOM	65.88 m ²
15A STORE	4.96 m ²
16 STAIRS	
17 CLASSROOM	63.02 m ²
17A STORE	5.12 m ²
18 CORRIDOR	
19 CLASSROOM	59.98 m ²
19A STORE	5.12 m ²
20 CORRIDOR	
21 TOILETS - STAFF	
22 TOILET - STAFF	
23 CLASSROOM	64.00 m ²
23A STORE	4.64 m ²
24 RESOURCE	34.33 m ²
24A STORE	34.33 m ²
25 CLASSROOM	64.00 m ²
25A STORE	4.64 m ²
26 CLASSROOM	64.00 m ²
26A STORE	4.64 m ²
27 CORRIDOR	

TOTAL AREA = 767.5 m²



DEPARTMENT OF EDUCATION
 Kings division: integration of private schools
 Project: MARIAN SCHOOL, HAMILTON

Drawing No:

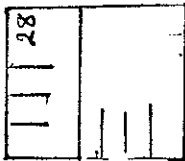
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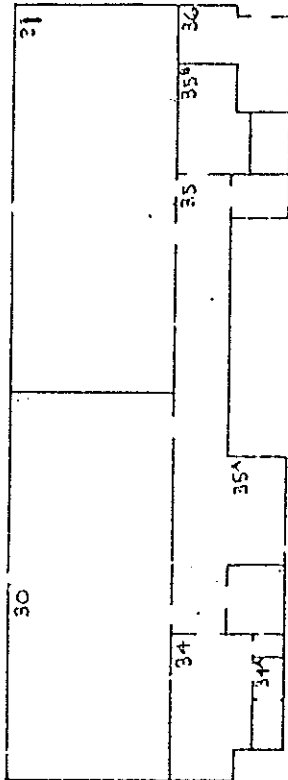
31.1.87

[Signature]



BLOCK C

28 TOILETS



BLOCK R

ROOM	AREA
30 CLASSROOM	88.50 m ²
31 LIBRARY	88.50 m ²

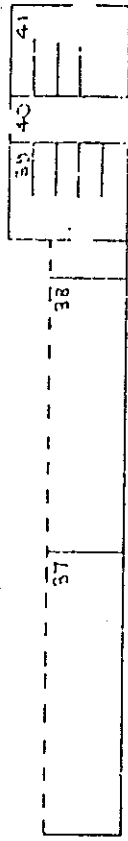
34 STAFFROOM	15.00 m ²
34A TOILET	
35 CORRIDOR	
35A TOILET	8.2 m ²
35B STORE	8.8 m ²
36 BOILER	

TOTAL AREA = 227.4 m²

BLOCK C

37 SHELTER
38 SHELTER
39 TOILETS
40 CORRIDOR
41 TOILETS

TOTAL AREA = 110.1 m²



DEPARTMENT OF EDUCATION
buildings division: integration of private schools
School: MARIAN SCHOOL, HAMILTON

Scale:

1:500

Drawing No:

Date:

21.1.89

Revision

Drawn:

SCHEDULE OF STAFF APPOINTMENTS TO
SCHOOLS CONDITIONAL INTEGRATION ACT 1975

MARIAN SCHOOL, HAMILTON

UNDER SECTIONS 65(1) & 66 OF THE PRIVATE
SCHOOLS CONDITIONAL INTEGRATION ACT 1975

Column 1	Column 2	Column 3	Column 4	Column 5	No. of Staff to be so appointed
Total Staff Entitlement of School	Principal to be appointed subject to the provisions of S.65(1)(a) Private Schools Conditional Integration Act 1975	Director of Religious Studies to be appointed subject to the provisions of S.65(1)(b) Private Schools Conditional Integration Act 1975	Deputy Principal - Assistant Principal with responsibility for Junior Classes appointed subject to the provisions of S.65(1)(d) of the Private Schools Conditional Integration Act 1975 as amended by the Private Schools Conditional Integration Amendment Act 1986	Religious Instruction Positions of Importance Number of other teachers to be appointed subject to the provisions of S.65(1)(c) of Private Schools Conditional Integration Act 1975 No. of staff to be so appointed (see Footnote No.2 of this Schedule)	Deputy Principal with responsibility for Senior Classes appointed subject to the provisions of S.66(1) of the Private Schools Conditional Integration Act 1975 as amended by the Private Schools Conditional Integration Amendment Act 1986
1	1	1	1	1	1
2	1	1	1	1	1
3	1	1	1	1	1
4	1	1	1	1	1
5	1	1	1	1	1
6	1	1	1	1	1
7	1	1	1	1	1
8	1	1	1	1	1
9	1	1	1	1	1
10	1	1	1	1	1
11	1	1	1	1	1
12	1	1	1	1	1
13	1	1	1	1	1
14	1	1	1	1	1
15	1	1	1	1	1
16	1	1	1	1	1
17	1	1	1	1	1
18	1	1	1	1	1
19	1	1	1	1	1
20	1	1	1	1	1
21	1	1	1	1	1
22	1	1	1	1	1
23	1	1	1	1	1
24	1	1	1	1	1
25	1	1	1	1	1
26	1	1	1	1	1
27	1	1	1	1	1
28	1	1	1	1	1

NOTES:

- The above Schedule has been prepared for use when the staffing entitlement of the school alters at any time during the currency of this Deed of Agreement to enable the parties hereto by reference to the total staffing entitlement of the School in Column (1) hereof to determine the number of teaching positions at the School which in terms of Section 65(1)(a) (b) and (c) of the Private Schools Conditional Integration Act 1975 and Sections 65(1)(d) of the Private Schools Conditional Integration Amendment Act 1986 and Clauses 14, 15, 17 and 18 of this Deed carry a responsibility for Religious Instruction and require a willingness and ability to take part in Religious Instruction or in terms of Section 66(1) (2) and (3) of the Private Schools Conditional Integration Amendment Act 1986 require a particular capability in the teacher as described in Clause 19 of the Deed of Agreement. The Schedule to be read from left to right.
- Column (5). Section 65(1)(c) must apply to the number of other positions indicated in the column and may be made up of teachers appointed under the Initial Appointments Scheme and/or other permanent appointments. It is recommended that where the School has a total staffing entitlement of up to eleven there should be at least one appointed as a permanent Scale A teacher and in schools with a total staffing entitlement of between twelve and fifteen there should be two appointed as permanent Scale A teachers and in schools with a total staffing entitlement of between fifteen and twenty-one there should be at least three appointed as permanent Scale A Teachers.
- The School as at the effective date hereof has a staffing entitlement of **nineteen (19)**