

THIS DEED OF AGREEMENT is made on the 13 day of OCTOBER

One thousand nine hundred and eighty-one (1981)

BETWEEN THE MARIST SISTERS OF NEW ZEALAND TRUST BOARD a body corporate registered under the Religious Charitable and Education Trusts Act 1908 (hereinafter with its successors referred to as "the Proprietor") of the first part AND HER MAJESTY THE QUEEN acting by and through the Minister of Education (hereinafter referred to as "the Minister") of the second part

WHEREAS

- A The Proprietor is the owner of Marist Sisters' College, Mount Albert (hereinafter referred to as "the School")
- B The School is a Roman Catholic Secondary School from Form Three (III) to Form Seven (VII) with an attached Intermediate Department. The School is for girls only and offers Education with a Special Character
- C The School was established in 1928 and up to the effective date of integration was conducted and staffed in part by members of the Roman Catholic Religious Order of Women known as The Congregation of Mary (Marist Sisters). These Sisters bring to the School the special characteristics of their Order as more particularly described in the Fourth Schedule hereto. The said Order will continue after the effective date of Integration to offer teaching staff to the School, so long as it has members available for that purpose
- D The Minister and the Proprietor have agreed to enter into this Deed of Agreement pursuant to the Private Schools Conditional Integration Act 1975, whereby the School is to be established as an integrated School

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

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




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

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

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

PROVIDED THAT -

- (i) At the request of the Proprietor, the Board of Governors may grant the use of the School premises and chattels to the Proprietor or other person or persons at any time when the School premises and chattels are not required for School purposes and the Board of Governors shall not unreasonably or arbitrarily withhold its consent. The Board of



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

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



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upon completion of any improvements to electrical services described in the Third Schedule hereto arrange for the local Electrical Supply Authority to inspect the School premises in terms of Regulation 45 of the Electrical Supply Regulations 1976.

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

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

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licences, restrictions and other matters which affect the title to or enjoyment of the land and have the appurtenances or benefits attaching to the land more particularly described in the First Schedule hereto.

5. THE Special Character of the School is that it is a Roman Catholic School for girls only established by the Roman Catholic Religious Order of Women known as The Congregation of Mary (Marist Sisters) for the Roman Catholic Community of the Diocese of Auckland which promotes and supports the School and of which the School is part, to provide and to continue to provide Education with a Special Character, that is to say:-

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

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

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

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

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

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

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

8. THE School had a roll of four hundred and eight (408) pupils in Forms III - VII as at the 1st day of March 1981 and a roll of sixty-six (66) pupils in Forms I - II as at the 30th of September 1980, both dates being the year when the roll figures were last compiled. It is agreed by and between the parties hereto that the maximum roll of Forms III - VII of the School shall be four hundred and eleven (411) pupils and of Forms I - II of the School shall be sixty (60) 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 twenty-three (23) pupils out of the total roll of the School and the Board of Governors shall not enrol more than that number PROVIDED THAT to maintain and preserve the Special Character of the School the Board of Governors in classifying such pupils so enrolled shall endeavour to reasonably distribute them through the range of classes offered by the School.

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

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

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

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

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

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

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

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

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17. THE position of Head of the Intermediate Department and one (1) other position in the Intermediate Department shall in accordance with Section 65 (1) (c) of the Private Schools Conditional Integration Act 1975 be designated positions of importance carrying a responsibility for Religious instruction and an advertisement for these positions shall state that a willingness and ability to take part in Religious instruction appropriate to the Special Character of the School shall be a condition of appointment. Any persons so appointed to these positions shall accept these requirements as a condition of appointment. In the event of the staffing entitlement of the Intermediate Department altering at any time during the currency of this Deed of Agreement, the number of positions other than Head of the Intermediate Department designated positions of importance carrying responsibility for Religious instruction shall be assessed in accordance with the 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-one (1981) 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 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

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

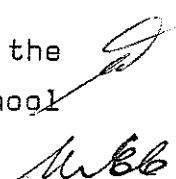
20. THE Proprietor may with the consent of the Board of Governors in accordance with Section 69 (1) of the Private Schools Conditional Integration Act 1975 arrange for any retired teacher to undertake voluntary tasks to assist in the School with the teaching of Religious observances and Religious instruction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

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

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

23. THE School is for girls only and is a Secondary School from Form Three (III) to Form Seven (VII) with an Intermediate Department attached and shall remain so until such time as an agreement to a change in this organisation of the School is reached between the Proprietor and the Minister and the parties hereto enter into a supplementary Deed of Agreement to give effect thereto.

24. WHERE any of the costs associated with the conduct of the Proprietor's land and buildings that are not part of the School

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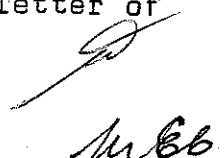
premises cannot be separated from the costs associated with the operation of the School premises, the Proprietor and the Board of Governors shall contribute to such costs according to their respective use of the services and facilities.

25. IT is acknowledged by and between the parties hereto pursuant to Clause 24 hereof that certain of the services and facilities on or serving the Proprietor's land and the buildings and other improvements thereon are used in common for the purposes of the School premises as are more particularly delineated on the plan forming part of the Second Schedule hereto. In particular, the access driveway from Alberton Avenue, the water supply, the power supply, the sewerage and stormwater 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.

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

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

28. THE Proprietor shall reimburse the Minister for the payment of salary, wages and the proportion of School holiday pay due and paid by the Minister in respect of the 1981 School year to any person employed at the School up to the effective date of integration. PROVIDED THAT the Proprietor shall not be required to reimburse the Minister in respect of any salary, wages and holiday pay which has been paid to teachers up to the date of integration by the Minister in accordance with the terms of the Minister's letter of 4 December 1980 to Archbishop Williams.



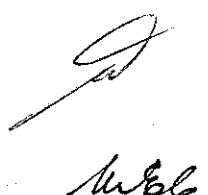
29. THE Minister shall be responsible only for the normal maintenance of the retaining walls on the School premises and all other expenditure in respect of the retaining walls on the School premises shall be the responsibility of the Proprietor.

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

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

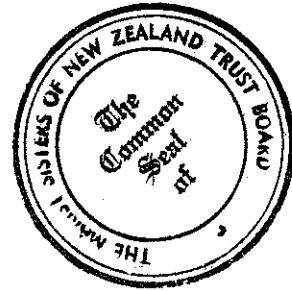
32. ON and after the effective date specified in this Deed of Agreement the School shall be an integrated School in terms of the Private Schools Conditional Integration Act 1975.

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

A handwritten signature in dark ink, appearing to be 'J. M. B.', is located in the bottom right corner of the page.

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

THE COMMON SEAL of the MARIST
SISTERS OF NEW ZEALAND TRUST
BOARD was hereunto affixed by
and in the presence of:



Mr. E. Cross
.....Trustee

D. M. Conran
.....Trustee

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

M. J. Feller
(Private Secretary)
12 Hokianga Road
Wellington, 3

FIRST SCHEDULE

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

THE PROPRIETOR'S LAND

All that land, school buildings, residence, offices, convent, chapel and other improvements owned by THE MARIST SISTERS OF NEW ZEALAND TRUST BOARD situated at Alberton Avenue, Mount Albert, Auckland, New Zealand known as Marist Sisters College outlined in green on the annexed plan and more particularly described as follows:-

FIRSTLY all that parcel of land containing 8188 square metres more or less being Lots 15, 16, 17 and 18 on Deposited Plan 11225 and Lot 3 on Deposited Plan 20838 and part of Lots 1, 2 and 3 on Deposited Plan 4375 being the whole of the land comprised and described in Certificate of Title 31D/613(Auckland Registry)

APPURTENANT TO Part Lot 2 on Deposited Plan 4375 a gas and water easement over the part of the land in Certificate of Title 1057/249 created by Transfer 171528

SUBJECT TO

(a) Fencing Agreements in Transfers 46618, 516177, 156537, 239425 and 557549.

(b) Mortgage No. 414113.1 to Housing Corporation of New Zealand.

SECONDLY all that parcel of land containing 2668 square metres more or less being Part Lot 1 and 2 on Deposited Plan 4375 and being Part Allotment 39 Parish of Titirangi being the whole of the land comprised and described in Certificate of Title 1057/249 (Auckland Registry)

SUBJECT TO

the rights to convey gas and water over part Lot 2 on Deposited Plan 4375 appurtenant to the land comprised in Certificate of Title 31D/613.

THIRDLY all that parcel of land containing 893 square metres more or less being Lot 2 on Deposited Plan 20838 and being portion of Allotment 39 of the Parish of Titirangi being the whole of the land comprised and described in Certificate of Title 723/9 (Auckland Registry).

There are debts owing to:

- (a) The Roman Catholic Diocese of Auckland.
- (b) The Marist Sisters North American Province.
- (c) The Marist Sisters Province of Oceania, Sydney.
- (d) Hugh Green Esq. of Grande Avenue, Mt. Albert, Auckland, Contractor.




SECOND SCHEDULE

Description of land buildings and other improvements
comprising the School premises

THE SCHOOL PREMISES

All that part of the Proprietor's land as described in the First Schedule hereto, delineated in red on the annexed plan of the Proprietor's land, which plan forms part of this Schedule TOGETHER WITH all the School buildings and other improvements now standing or erected thereon as shown on the said plan EXCEPTING HOWEVER those two buildings designated by blue shading on the said plan AND RESERVING NEVERTHELESS unto the Proprietor its servants agents workmen licensees and invitees the full and free right and liberty for it or them from time to time and at all times by day and by night to pass and repass with or without vehicles or implements of any kind over and along all that portion of the said land which is designated by dark shading on the said plan for the purposes of giving access to the buildings reserved unto the Proprietor and shaded blue on the said plan AND FURTHER RESERVING to the Proprietor the right to enter upon so much of the School premises as may be necessary to effect the installation laying relaying maintenance or repair and use of any or all gas, high pressure water, stormwater, sewerage, electric power or telephone pipes conduits lines or cables serving those parts of the Proprietor's land excluded from this Deed of Agreement PROVIDED THAT in so doing the Proprietor shall cause as little damage as possible and shall restore the buildings and land as nearly as possible to their former condition.


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THIRD SCHEDULE

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

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

AGREED PHASING OF WORK TO BE COMPLETED BY

| SITE | 14.10.81 | 31.3.82 | 31.3.83 | 31.3.84 | 31.3.85 | 31.3.86 |
|---|----------|---------|---------|---------|---------|--|
| <p>Reseal main driveway and paved areas in front of blocks 4, 5 & 10.</p> <p>Repair sealed area behind Block 6</p> <p>Reseal area behind Blocks 8 and 9 include for stormwater channel and drainage</p> <p>Completely upgrade tennis court sealing</p> <p>Install fencing to corner boundary behind Block 3</p> <p>Upgrade incinerator to comply with the Clean Air Act</p> <p>BLOCK 3</p> <p>Interior Area 9</p> <p>Repair wall linings</p> | | | | | | <p>x</p> <p>x</p> <p>x</p> <p>x</p> <p>x</p> |

| BLOCK 3 Interior (contd) | | 14.10.81 | 31.3.82 | 31.3.83 | 31.3.84 | 31.3.85 | 31.3.86 |
|---|--|----------|---------|---------|---------|---------|---------|
| Area 11 Repair laboratory bench top | | | x | | | | |
| Area 14 Install vinyl floor covering | | | x | | | | |
| <u>Structural</u> Strengthen the end frames to Ministry of Works and Developments standards Strengthen end moment frames to sufficient capacity to support seismic induced lateral loads within 15 years | | | | x | | | |
| <u>Mechanical</u> Area 3 Upgrade heating to state school standards | | | | x | | | |
| <u>Electrical</u> Upgrade all electrical lighting to state school standards Replace twisted flex wiring to fittings Check earth continuity and repair | | | x x | x | | | |
| <u>Fire Protection</u> <u>Fire equipment</u> Install a 9 litre CO2 extinguisher in Area 45 | | | x | | | | |
| BLOCK 5 | | | | | | | |
| <u>Exterior</u> Seal around wastepipes at Area 44 Replace floor vents and repair cement rendering to North wall. Repair defective timber at roof in North-East corner Repaint exterior of block | | | x x | x x | | | |

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| BLOCK 5 (contd) | 14.10.81 | 31.3.82 | 31.2.83 | 31.3.84 | 31.3.85 | 31.3.86 |
|--|----------|---------|---------|---------|---------|---------|
| Interior | | | | | | |
| Area 35 | | | | | | |
| Repaint room | | | | | | |
| Area 36 | | | | | | |
| Replace broken washhand basin | | | | | | |
| Repaint room | | x | x | | | |
| Area 37 | | | x | | | |
| Repaint area | | | x | | | |
| Area 40 | | | | | | |
| Replace door knobs with lever handles | | x | | | x | |
| Repaint room | | | | | | |
| Structural | | | | | | |
| Strengthen moment frame to sufficient capacity to resist seismic loads. Work to be carried out within 25 years | | | | | | |
| Replace four brick gables above RC frame with a light weight material | | x | | x | | |
| The egress ladders to be supported by building frame | | | | | | |
| Mechanical | | | | | | |
| Area 34 | | | | | | |
| Provide a thermostat to control 3 kw skirting convector heater | | | x | | | |
| Area 35 | | | x | | | |
| Upgrade heating to state school standards | | | x | | | |
| Area 40 | | | x | | | |
| Provide a thermostat to control 3 high level heaters | | | x | | | |
| Area 45 | | | x | | | |
| Provide thermostat and time switch to control areas 34 and 40 | | | x | | | |
| Electrical | | | | | | |
| Upgrade lighting to state standards | | | x | | | |
| Area 45 | | | x | | | |
| Permanently wire heater and earth fluorescent fittings | | x | | | | |
| Secure and protect water heater wiring up to 2 metres above floor level | | x | | | | |
| Replace metal switch and conduit on stove with all insulated switch and plastic conduit | | x | | | | |

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| | 14.10.81 | 31.3.82 | 31.3.83 | 31.3.84 | 31.3.85 | 31.3.86 |
|---|----------|---------|---------|---------|---------|---------|
| BLOCK 5 Electrical (contd) | | | | | | |
| Areas 34-40 | | | | | | |
| Earth all fluorescent fittings | | x | | | | |
| Area 37 | | | | | | |
| Raise wall mounted batten holder out of reach | | x | | | | |
| Area 40 | | | | | | |
| Remove all flex above stage and permanently install wiring | | x | | | | |
| Remove overhead power cables and provide new underground cable | | | | x | | |
| Fire Protection | | | | | | |
| Upgrade the external steel stairways to MWD requirements | | | | | | |
| Install fire hose reels with 25m of 12mm hose in all ground floor and basement areas | | x | | | | |
| Link up bells and call points in area 29 to main class change system | | x | | | | |
| Resite 2 x 45 kg LPG cylinders in basement area 46, to outside exterior wall and bring distribution system up to state school standards | x | | | | | |
| | x | | | | | |
| LOCK 6 | | | | | | |
| Exterior | | | | | | |
| Repaint exterior | | | | | | |
| Replace louvre window fittings to toilet areas 50 and 51 | | | x | | | |
| Paint toilet block roof | | x x | | | | |
| Interior | | | | | | |
| Area 51 | | | | | | |
| Replace sanitary towel disposal unit with suitable facility | | | | | | |
| Resurface window sill in area 57 | | x | | | | |
| Area 58 | | | | | | |
| Repaint room | | | | | | |

| BLOCK 6 (contd) | 14.10.81 | 31.3.82 | 31.3.83 | 31.3.84 | 31.3.85 | 31.3.86 |
|---|----------|---------|---------|---------|---------|---------|
| <u>Structural</u> Strengthen masonry infill panels around all egress ways <u>Electrical</u> Upgrade lighting to state school standards <u>Fire Protection</u> Provide a 2 hour fire resistant rated sliding door fitted with fusible link between blocks 4 and 6 at first floor level Upgrade class change system by installing a manual call box on each floor | x | x | x | | | |
| BLOCK 7 <u>Exterior</u> Provide extra ventilation to base Steam clean and paint fibro base Connect downpipes into stormwater drainage Repair leak in spouting, south side | | x x | x x | | | |
| <u>Interior</u> Repaint whole of interior (half cost to be met by department) <u>Electrical</u> Upgrade lighting to state school standards. Replace TPS cables and rewire as necessary | | | x | | | x |
| <u>Fire Protection</u> Install a 9 litre water CO ² extinguisher | | x | | | | |
| <u>Mechanical</u> Install time switch and thermostat for heating | | | x | | | mcb |

| | 14.10.81 | 31.3.82 | 31.3.83 | 31.3.84 | 31.3.85 | 31.3.86 |
|---|----------|---------|---------|---------|---------|---------|
| BLOCK 8 | | | | | | |
| <u>Exterior</u> Provide extra ventilation to base Steam clean and paint fibro base Resite stormwater road sump from under building Connect downpipes into stormwater drainage | | x x | x x | | | |
| <u>Interior</u> Repaint whole interior (half cost to be met by department) | | | | | | |
| <u>Mechanical</u> Install time switch and thermostat for heating | | | x | | | x |
| <u>Electrical</u> Upgrade lighting to state school standards and rewire as necessary | | | x | | | |
| BLOCK 9 | | | | | | |
| <u>Exterior</u> Repair leaking spouting at Area 72 west side Connect downpipes into stormwater drainage | | x x | | | | |
| <u>Mechanical</u> Install a time switch and thermostat control in Areas 70, 72 and 73 | | | | | | |
| <u>Electrical</u> Upgrade lighting to state school standards and rewire as necessary | | | x x | | | |
| <u>Fire Protection</u> Install a 9 litre water CO ₂ extinguisher in each of Areas 71 and 74 Install a manual call point in Area 71 | x | | x | | | |

FURNITURE AND EQUIPMENT

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

Laboratory - Area 11)
 Library - Areas 3 and 4)
 Clothing room - Area 24)
 Art and Craft - Area 26)
 Commonroom - Area 15)
 Music room - Area 33)
 Typing room - Area 34)
 PE Equipment -)
 General Equipment -)

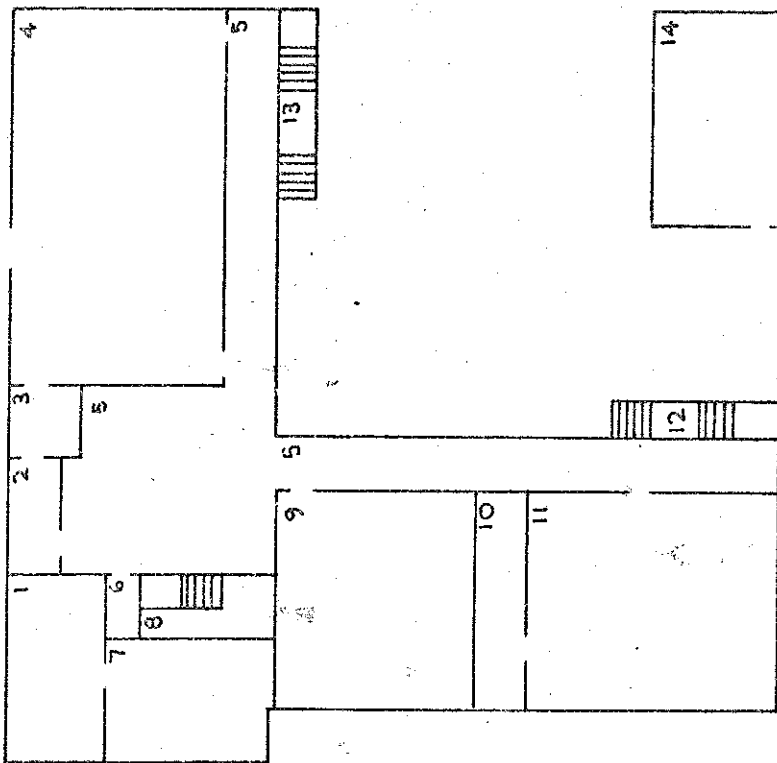
BUILDINGS REQUIREMENTS

Provide by new construction or remodelling, the following:

Art and Craft room of 105m²)
 Art and Craft store of 21m²)
 Art and Craft project store of 19m²)
 Laboratory of 81m²)
 Typing room of 79m²)
 Typing store of 4.5m²)
 Library of 175m² (includes workroom))
 Gymnasium of 334m²)
 PE store of 12.5m²)
 Equipment bay of 28m²)
 Changing room of 40m²)
 Outside PE store of 19m²)
 Music resource of 23m²)
 Music practice rooms, 1 x 7.5m², 1 x 11m²)
 Principal's office of 19m²)
 Deputy Principal's office of 11m²)
 Senior Mistress' office of 11m²)
 HOD/PR rooms 5 x 7.5m²)
 School office of 19m²)
 Bookroom of 23m²)

Casualty/sickroom of 9m²
Staff rest room of 4.5m²
Timetable room of 14m²
Interview room of 9.5m²
Resource room of 47m²
Maths workroom of 14m²
Language store of 9.5m²
Maintenance staffroom of 19m²
Store workshop of 19m²
Dangerous goods store of 9m²
Kiln shed of 10m²
Pupils toilets containing 8 WC's, 4 WHB's and
sanitary towel disposal facilities
Sanitary towel disposal facilities in female
staff toilet

Mr. Ed



BLOCK 3 GROUND FLOOR

| ROOM | AREA |
|---------------|-----------------------|
| 1 TOILETS | |
| 2 STORE | 8.8 m ² |
| 3 OFFICE | 6.76 m ² |
| 4 LIBRARY | 114.85 m ² |
| 5 CORRIDOR | |
| 6 STORE | |
| 7 LOCKERS | |
| 8 STAIRS | |
| 9 STUDY | 60.45 m ² |
| 10 PREP. ROOM | |
| 11 LABORATORY | 76.17 m ² |
| 12 STAIRS | |
| 13 STAIRS | |

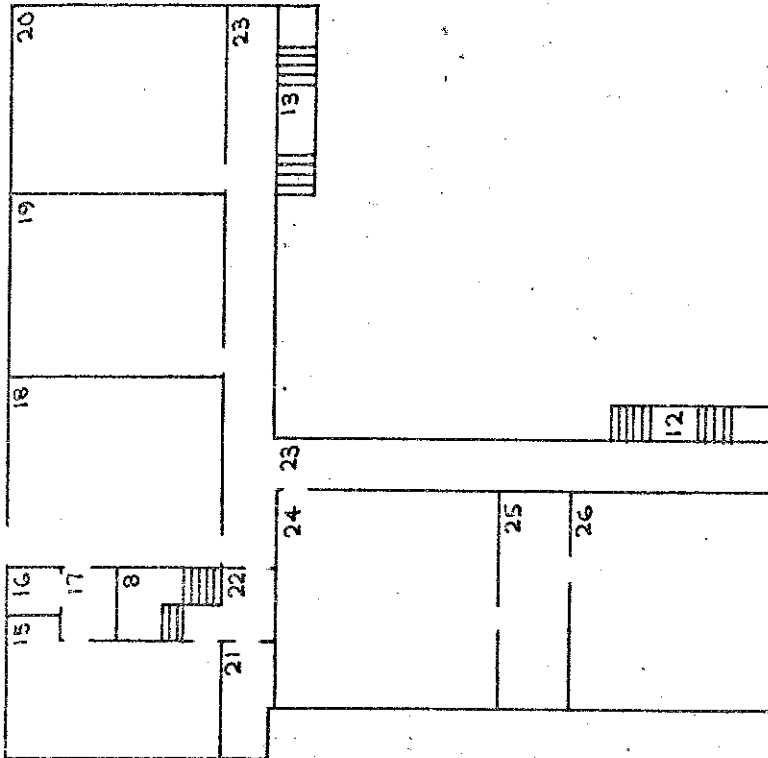
BLOCK 3 BASEMENT

| ROOM | AREA |
|----------|---------------------|
| 14 STORE | 40.6 m ² |



BLOCK 3 FIRST FLOOR

| ROOM | AREA |
|--------------------|----------------------|
| 15 CLASSROOM | 34.5 m ² |
| 16 } STAFF TOILETS | |
| 17 } | |
| 18 STAFF ROOM | 58.32 m ² |
| 19 CLASSROOM | 57.91 m ² |
| 20 CLASSROOM | 57.91 m ² |
| 21 COUNSELLOR | 9.6 m ² |
| 22 CORRIDOR | |
| 23 CORRIDOR | |
| 24 CLOTHING | 69 m ² |
| 25 STORE | |
| 26 ART & CRAFT | 69 m ² |



M.Eb.

DEPARTMENT OF EDUCATION

buildings division: integration of private schools

School: MARIST SISTERS COLLEGE, MT ALBERT, AUCKLAND

Drawing No:

E13 023 02

Scale:

1:300

Date:

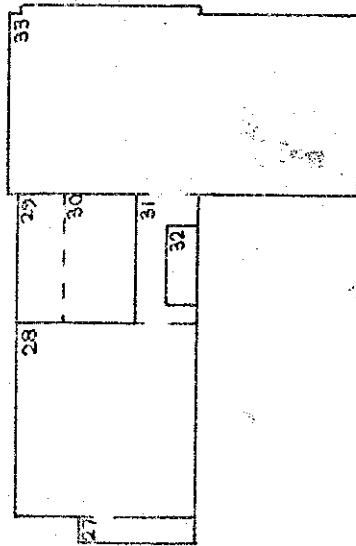
7 JUNE 1978

SHEET 2 OF

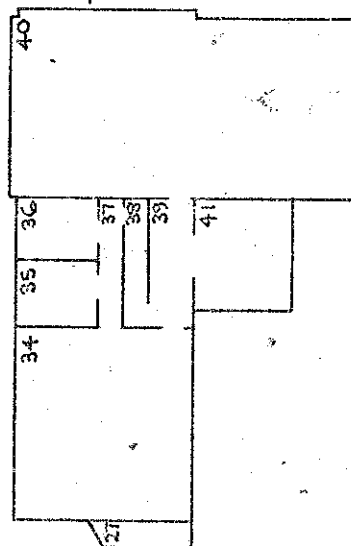
4 SHEETS

Drawn:

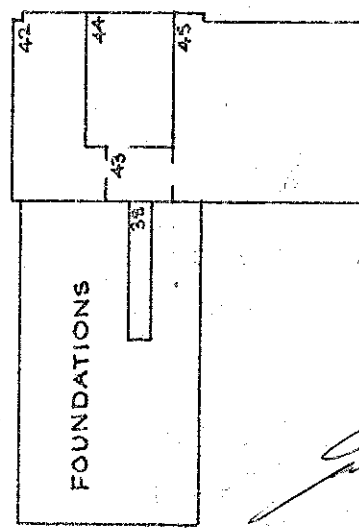




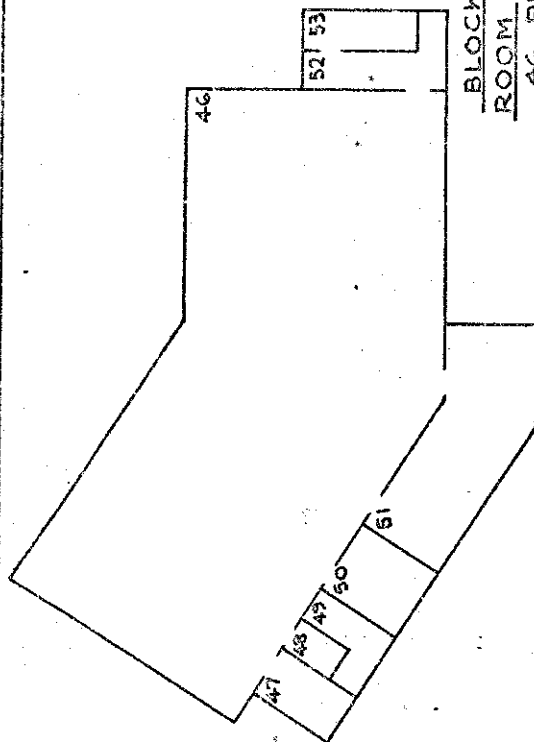
| BLOCK 5 FIRST FLOOR | |
|---------------------|---------------------|
| ROOM | AREA |
| 27 STAIRS | |
| 28 CLASSROOM | 50.47m ² |
| 29 } TOILETS | |
| 30 } | |
| 31 CORRIDOR | |
| 32 STAIRS | |
| 33 MUSIC ROOM | 87.98m ² |



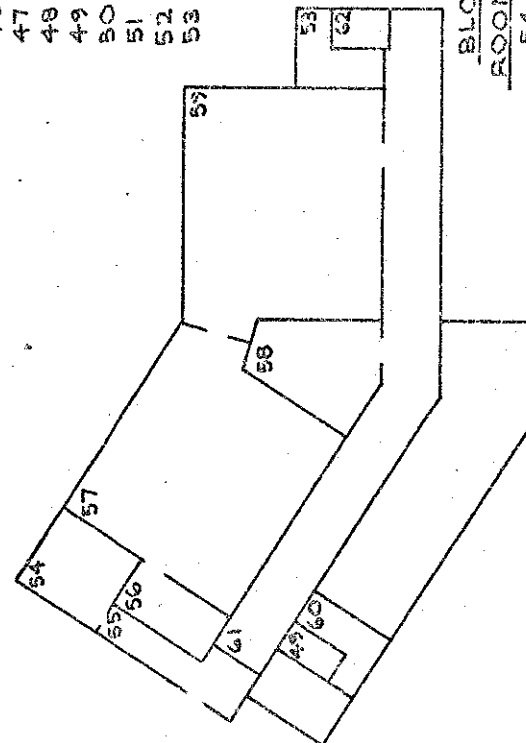
| BLOCK 5 GROUND FLOOR | |
|----------------------|---------------------|
| ROOM | AREA |
| 34 TYPING | 50.47m ² |
| 35 STORE | 7.56m ² |
| 36 STORE | 7.80m ² |
| 37 CORRIDOR | |
| 38 STAIRS | |
| 39 CORRIDOR | |
| 40 DRAMA/A.V. | 87.98m ² |
| 41 STAIRS | |



| BLOCK 5 BASEMENT | |
|------------------|--------------------|
| ROOM | AREA |
| 42 STORE | 25.4m ² |
| 43 CORRIDOR | |
| 44 TOILETS | |
| 45 STUDY | 46m ² |



| BLOCK 6 GROUND FLOOR | |
|----------------------|---------------------|
| ROOM | AREA |
| 46 PLAY SHELTER | 6.15m ² |
| 47 TOOL ROOM | |
| 48 STORE | |
| 49 STAIRS | |
| 50 STORE | 10.51m ² |
| 51 TOILETS | |
| 52 FOYER | |
| 53 STORE | |



| BLOCK 6 FIRST FLOOR | |
|---------------------|---------------------|
| ROOM | AREA |
| 54 PRINCIPAL | 8.63m ² |
| 55 CORRIDOR | |
| 56 PREP. ROOM | 9.44m ² |
| 57 LABORATORY | 69.75m ² |
| 58 STORE | 16.1m ² |
| 59 CLASSROOM | 67.42m ² |
| 60 CORRIDOR | |
| 61 CORRIDOR | |
| 62 | |

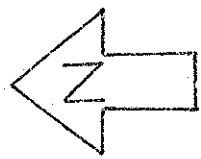
MEB.

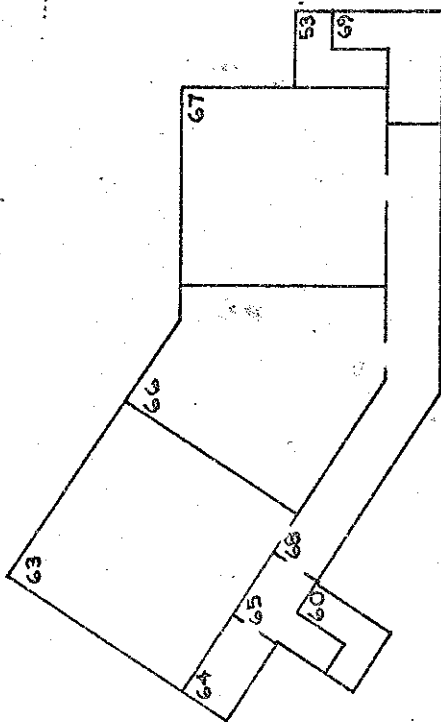
DEPARTMENT OF EDUCATION

buildings division: integration of private schools

School: MARIST SISTERS COLLEGE, MT ALBERT, AUCKLAND

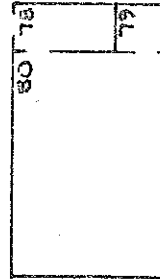
| | | | |
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| Drawing No: | E15 023 03 | Scale: | 1:300 |
| Date: | 14 JUNE 1978 | | |
| Revision | | | |
| | | | SHEET 3 OF 4 SHEETS |
| | | Drawn: | |





| BLOCK 6 SECOND FLOOR | |
|----------------------|---------------------|
| ROOM | AREA |
| 63 CLASSROOM | 59.29m ² |
| 64 STORE | |
| 65 STAIRS | |
| 66 CLASSROOM | 53.89m ² |
| 67 CLASSROOM | 60.45m ² |
| 68 CORRIDOR | |
| 69 STAIRS | |

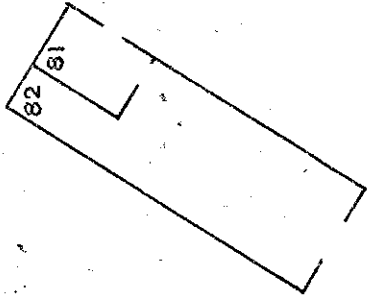
| BLOCK 7 | |
|--------------|--------------------|
| ROOM | AREA |
| 78 CLOAKS | |
| 79 STORE | |
| 80 CLASSROOM | 55.8m ² |



| BLOCK 8 | |
|--------------|--------------------|
| ROOM | AREA |
| 75 CLOAKS | |
| 76 STORE | |
| 77 CLASSROOM | 55.8m ² |



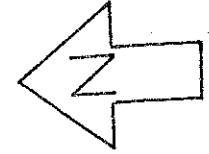
| BLOCK 9 | |
|--------------|---------------------|
| ROOM | AREA |
| 70 CLASSROOM | 43.71m ² |
| 71 LOBBY | |
| 72 CLASSROOM | 55.8m ² |
| 73 CLASSROOM | 53.94m ² |
| 74 STAIRS | |



| BLOCK 10 | |
|--------------|---------------------|
| ROOM | AREA |
| 81 OFFICE | 6.69m ² |
| 82 CLASSROOM | 55.87m ² |

M.E.

DEPARTMENT OF EDUCATION
buildings division: integration of private schools
School: MARIST SISTERS COLLEGE, MT ALBERT, AUCKLAND



| | | | |
|-------------|---------------|--------|---------------------|
| Drawing No: | E15 023 04 | Scale: | 1:300 |
| Date: | 14 JUNE 1978 | | |
| Revision | | | |
| Drawn: | 14 MARCH 1980 | | |
| | | | SHEET 4 OF 4 SHEETS |

RESUME OF THE HISTORICAL AND TRADITIONAL CONNECTIONS
between the MARIST SISTERS and the SCHOOL

Marist Sisters College, Mount Albert, was founded in 1928 for the secondary education of girls in Mount Albert and the surrounding areas. The School is part of the Catholic Education System administered by the Congregation of Mary (Marist Sisters). The School has been and continues to be owned by the Marist Sisters of New Zealand Trust Board.

The Congregation of Mary (Marist Sisters) is an international Order founded in France in 1816. Its members undertake various apostolates in the Roman Catholic Church, including the conducting and staffing of schools and colleges. By their Rule, the Marist Sisters commit themselves to the close following of Jesus Christ by adopting the attitudes of Mary, Mother of God, whom they accept as Mother and Model in all their apostolates.

The Marist Sisters came to New Zealand in 1928 in response to an invitation by Bishop Cleary, then Bishop of Auckland. The Marist Sisters working in New Zealand form part of the administrative section of the Order which includes the convents and schools in Australia and in Fiji. Interchange of staff between the houses in New Zealand and in Australia and in Fiji is part of the regular pattern of staffing these schools and colleges. As well, Marist Sisters College has a close link with these other schools associated with the Marist Sisters: Pompallier College, Whangarei; St. Teresa's School, Karori, Wellington; St. Mary's School, Putaruru; Marist Primary School, Mount Albert; St. Joseph's School, Waitaruke, Kaeo, North Auckland.

The aims of education of the Marist Sisters, based on their tradition and the philosophy of their founder are:

1. To help each student to attain her potential as a unique person.
2. To educate their pupils within a true community based on the Gospel values of freedom and love so that they will take their place in society as enlightened, knowledgeable and good Christians.
3. To foster the values of sharing and concern which will help to make them good and committed citizens.

And the means used to help to attain these aims are:



- a) a pastoral concern and respect for each student and the creation of a family atmosphere in the school;
- b) a full education in secular subjects based on sound pedagogical methods; and a religious programme leading to the development of a personal relationship with Jesus Christ and the free acceptance of a Christian code of ethics and behaviour;
- c) the development of a well-informed conscience and a sense of civic duty.

The spirit traditional to the schools staffed by the Marist Sisters is evident in the pastoral organisation of the school, in the relationships established among staff, pupils and parents and in the commitment to the school and its ideals of a community of Marist religious women who live and share the ideals and values of Jesus Christ.


W.E.B.


FIFTH SCHEDULE

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

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

NOTE: The above schedule is for use when the staffing entitlement of the School alters at any time during the currency of this Deed of Agreement to enable the parties hereto by reference to the total staffing entitlement of the School in Column 1 to determine the number of teaching positions at the School 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 TWO (2) Teachers.


 M.E.B.