

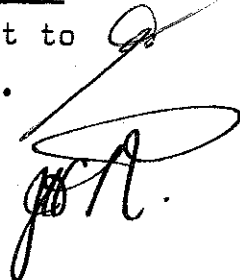
THIS DEED OF AGREEMENT is made the 25 day of MAY  
One thousand nine hundred and eighty-two (1982)  
BETWEEN THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF  
AUCKLAND a "Corporation Sole" (hereinafter  
with his successors referred to as "the Proprietor")  
of the first part  
and HER MAJESTY THE QUEEN 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  
Marist School MOUNT ALBERT  
(hereinafter referred to as "the School")
- B The School is a Roman Catholic Primary School for Boys  
and Girls from new entrants to Standard Four offering  
Education with a Special Character.
- C The School was established in 1927 and up to the effective  
date of integration was in part staffed by members of the  
Roman Catholic Religious Order of Women known as the  
Sisters of the Society of Mary. The said Order will  
continue after the effective date of integration to offer  
teaching staff to the school, for as long as it has members  
available for that purpose.
- D The Minister and the Proprietor have agreed to enter  
into this Deed of Agreement pursuant to the Private  
Schools Conditional Integration Act 1975, whereby the  
School is to be established as an integrated school.

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

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

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

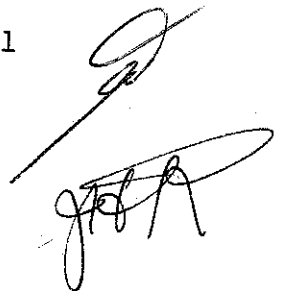
3. ON behalf of the Proprietor it is hereby agreed that:

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

- PROVIDED THAT -

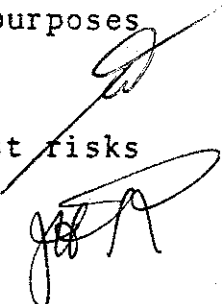


- (i) At the request of the Proprietor, the School Committee may grant the use of the School premises and chattels to the Proprietor or other person or persons at any time when the School premises and chattels are not required for school purposes and the School Committee shall not unreasonably or arbitrarily withhold its consent. The School Committee may require the Proprietor or other person or persons to pay a reasonable fee to the School Committee as a condition of such use.
- (ii) With the consent of the Proprietor, the School Committee may grant the use of the School premises and chattels to other person or persons at any time when the School premises and chattels are not required for School purposes and the Proprietor shall not unreasonably or arbitrarily withhold his consent. The School Committee may require any such person or persons to pay a reasonable fee to the School Committee as a condition of such use.
- (c) The Proprietor shall accept and meet the liability for all mortgages, liens and other charges upon the land and buildings comprising the School premises.
- (d) The Proprietor shall plan, pay for, and execute the improvements described in the Third Schedule hereto, to the School premises so as to bring the School buildings and associated facilities forming

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part of the School premises up to the minimum standard for comparable State Schools prevailing at the effective date of this Deed of Agreement. Such improvements to be carried out in accordance with the dates specified against such improvements in the Third Schedule hereto. The Proprietor shall upon completion of any improvements to electrical services described in the Third Schedule hereto arrange for the local Electrical Supply Authority to inspect the School premises in terms of Regulation 45 of the Electrical Supply Regulations 1976.

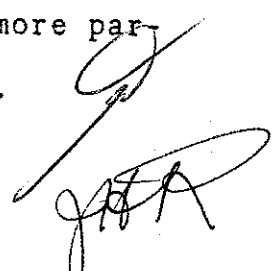
- (e) The Proprietor shall plan, execute and pay for such capital works and associated facilities at the School as may be approved or required, from time to time, by the Minister pursuant to Section 40 (2) (d) of the Private Schools Conditional Integration Act 1975.
- (f) The Proprietor may own or hold upon trust, and control and maintain, any land, buildings and associated facilities that, although not part of the integrated School premises in terms of this Deed of Agreement are regarded by the Proprietor as appropriate to maintain the Special Character of the School.
- (g) The Proprietor shall insure all the buildings forming part of the School premises and the Proprietor's chattels (if any) owned or held upon trust for the purposes of the School and the other assets owned by the Proprietor for the purposes of the School against risks

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normally insured against, in some responsible insurance office in New Zealand, and further acknowledges the obligation on him created by Section 40 (2) (h) of the Private Schools Conditional Integration Act 1975.

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

4. THE land and buildings constituting the School premises are subject to the mortgages, debts, liens, encumbrances, easements, licences, restrictions and other matters which affect the title to or enjoyment of the land and have the appurtenances or benefits attaching to the land more particularly described in the First Schedule hereto.

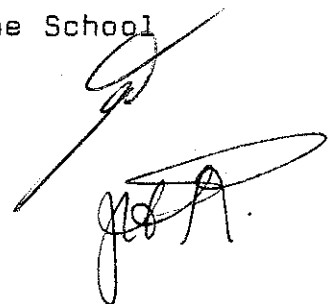


5. THE Special Character of the School is that it is a Roman Catholic School for boys and girls established by the Roman Catholic Bishop of the Diocese of Auckland, New Zealand, for the Roman Catholic Community of the Diocese of Auckland, which promotes and supports the School and of which the School 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;

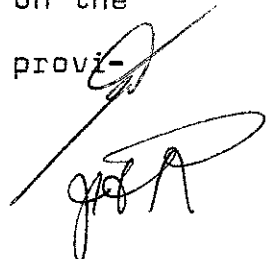
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- (c) May invoke the powers conferred upon him by the Private Schools Conditional Integration Act 1975, if in the opinion of the Proprietor the Special Character of the School as defined and described in this Deed of Agreement has been or is likely to be jeopardised or the Education with a Special Character 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 Auckland 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 provi-

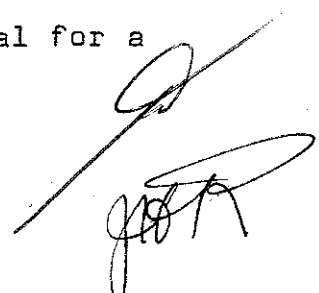
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sions of the School Committees Administration Regulations 1965 and subtracting one from that number.

- (c) Any election conducted pursuant to Section 26 of the Private Schools Conditional Integration Act 1975 shall be conducted as nearly as possible in the manner prescribed by the School Committees Administration Regulations 1965 and any regulations made in amendment thereof or in substitution therefor and the provisions of those regulations shall, with any necessary modifications, be applied accordingly.
- (d) The control and management of the School shall be exercised subject to the provisions of Section 25 (6) of the Private Schools Conditional Integration Act 1975.

8. THE School had a roll of two hundred and seventy-four (274) pupils as at the 30th September 1981 being the year when the roll figures were last compiled. It is agreed by and between the parties hereto that the maximum roll of the School shall be three hundred and five (305) pupils.

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

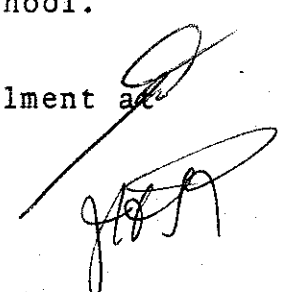
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10. (a) PREFERENCE of enrolment at the School under Section 29 (1) of the Private Schools Conditional Integration Act 1975 shall be given only to those children whose parents have established a particular or general religious connection with the Special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

(b) In accordance with Section 7 (6) (h) of the Private Schools Conditional Integration Act 1975, unless the Proprietor and the Controlling Authority otherwise agree and subject to places being available, the number of pupils whose parents do not have a preference of enrolment at the School in accordance with the provisions of Section 29 (1) of the Private Schools Conditional Integration Act 1975 shall be limited at all times to fifteen (15) pupils out of the total roll of the School and the Controlling Authority shall not enrol more than that number PROVIDED THAT to maintain and preserve the Special Character of the School the Controlling Authority in classifying such pupils so enrolled shall endeavour to reasonably distribute them through the range of classes offered by the School.

(c) Wherever any difficulty arises related to enrolment at

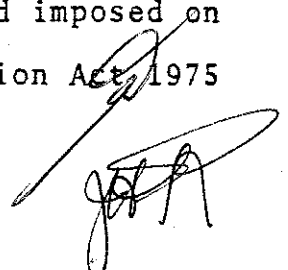


the School in terms of Section 54 of the Private Schools Conditional Integration Act 1975, it may be referred to the Controlling Authority of the School pursuant to the provisions of the said section.

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 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.

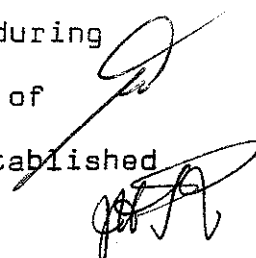
12. THE Proprietor, together with his servants, agents and licensees shall, subject to the proviso to Section 40 (2) (i) of the Private Schools Conditional Integration Act 1975, have at all reasonable times access to the School to ensure that the Special Character of the School is being maintained.

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



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

15. THE controlling authority shall, as soon as an appropriate vacancy occurs within the normal staffing entitlement of the School, establish 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 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 and established

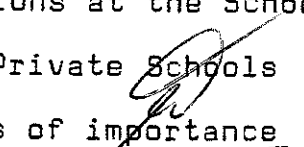


in accordance with the then current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder and as is more particularly described in the Fourth Schedule hereto.

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.

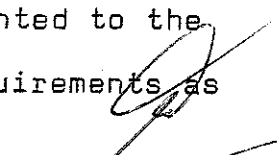
17. THERE shall be a position at the School to be designated as Senior Teacher Junior Classes in accordance with Section 65 (1) (d) of the Private Schools Conditional Integration Act 1975 and the Controlling Authority of the School in advertising the position of Senior Teacher Junior Classes shall state 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 Senior Teacher Junior Classes 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 of Senior Teacher Junior Classes 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. THERE shall be three (3) 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 of Agreement then the number of teaching positions designated under Section 65 (1) (c) of the Private Schools Conditional Integration Act 1975 as positions of importance carrying a responsibility for Religious instruction shall be determined in accordance with the then current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder and as is more particularly described in the Fourth Schedule hereto.

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.



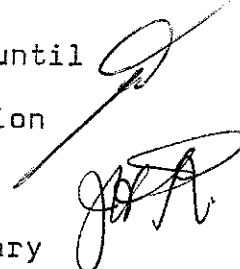
20. THE Proprietor may with the consent of the Controlling Authority in accordance with Section 69 (1) of the Private Schools

Conditional Integration Act 1975 arrange for any retired teacher to undertake voluntary tasks to assist in the School with the teaching of Religious observances and Religious instruction appropriate to the Special Character of the School.

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 Primary School for boys and girls from new entrants to standard four 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

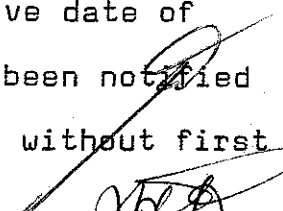


Deed of Agreement to give effect thereto.

24. WHERE any of the costs associated with the conduct of the Proprietor's land and buildings that are not part of the School 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 buildings 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 shared access from Kitenui Avenue, the sealed court area shaded on the plan annexed to the Second Schedule, 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.

26. 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.



27. THE Proprietor shall reimburse the Minister for the payment of salary, wages and proportion of holiday pay due and paid by the Minister in respect of the 1982 School year to any person employed at the School up to the effective date of Integration PROVIDED THAT the Proprietor shall not be required to reimburse the Minister in respect of any salary, wages and holiday pay which has been paid to teachers up to the date of integration by the Minister in accordance with the terms of the Minister's letter of 4 December 1980 to Archbishop Williams.

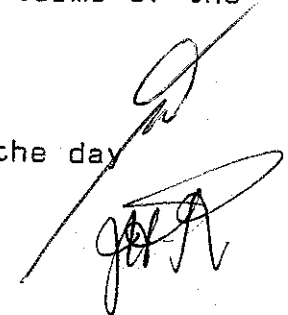
28. IT is hereby agreed and declared by the parties hereto that neither the Minister nor the Controlling Authority shall be responsible for the maintenance of the area described as Block G on the plan annexed to the Second Schedule hereto.

29. THE Minister shall subject to Clause 3 (d) and (e) and Clause 28 of this Deed of Agreement after the effective date hereof maintain the School premises and the associated facilities in a state of repair order and condition as for a comparable State School under the same Controlling Authority and provide for the maintenance of the chattels as though the School were a State School. The School shall be entitled to such furniture and equipment as the Controlling Authority supplies from time to time to comparable State Schools.

30. THE effective date of this Deed of Agreement shall be the 26th day of May, 1982.

31. 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.





SIGNED by JOHN MACKEY THE ROMAN  
CATHOLIC BISHOP OF THE DIOCESE  
OF AUCKLAND/ <sup>by his Attorney John Hubert Macey</sup> and sealed with his <sup>Rodgers</sup>  
Seal of Office in the presence  
of:

*John Mackey*  
*by his attorney*  
*John Hubert Macey*  
*T. Rodgers*  
*to J.H. Rodgers.*

*B. B. B. B.*  
*Director of Schools.*  
*218 Parnell Road*  
*Auckland. 1.*

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

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

*Mervyn Langlois*

FIRST SCHEDULE

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

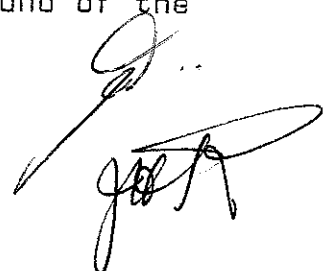
THE PROPRIETOR'S LAND All that Land, School buildings and other improvements owned by the Roman Catholic Bishop of the Diocese of Auckland, situate at Mount Albert, Auckland, New Zealand, delineated in green on the annexed plan, being known as Marist School, Mount Albert and being more particularly described as follows:

FIRST all that Freehold parcel of land containing 1072 square metres more or less situated in the Borough of Mount Albert being part Lot two (2) on a plan deposited in the Land Registry Office at Auckland as No. 4375 and being portion of Allotment 39 of the Parish of Titirangi and being all the land in Certificate of Title Volume 434 folio 38 (Auckland Registry)

SECONDLY all that Freehold parcel of land containing 5432 square metres more or less situated in the Borough of Mount Albert being Lot three A (3A) and part of Lots three (3) and three B (3B) on a plan deposited in the Land Registry Office at Auckland as No 4375 and being part of Allotment 39 of the Parish of Titirangi and being all the land in Certificate of Title Volume 743 folio 184 (Auckland Registry)

THIRDLY all that Freehold parcel of land containing 1133 square metres more or less being part of Lot 3B (three B) on a plan deposited in the Land Registry Office at Auckland under No 4375 which said parcel of land is portion of Allotment No 39 of the Parish of Titirangi and being all the land in Certificate of Title Volume 176 folio 149 (Auckland Registry)

There is a debt owing to the Diocesan Development Fund of the Roman Catholic Diocese of Auckland.

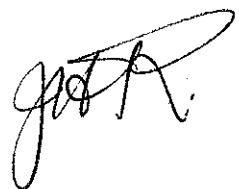
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SECOND SCHEDULE

Description of land buildings and other improvements comprising the School premises

THE SCHOOL PREMISES

All that part of the Proprietor's land as described in the First Schedule hereto, delineated in red on the annexed plan of the Proprietor's land, which plan forms part of this Schedule TOGETHER WITH all the School buildings and other improvements thereon RESERVING nevertheless to the Proprietor, of full rights of access to and across those areas shaded on the plan annexed hereto.

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MARIST SCHOOL, MT ALBERT

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 Auckland 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 before commencing such works. All work is to be carried out by competent tradesmen or in a workmanlike manner to the Auckland Education Board standards.

AGREED PHASING OF WORK TO BE COMPLETED BY

	26.5.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<u>SITE</u>						
Upgrade boundary fences to Auckland Education Board requirements			x			
Provide new protective fence to AEB standard in corner of concrete court by church		x				
Upgrade existing protective fence to court by church						
Provide and install barrier posts at end of Block D and alongside church to restrict vehicle access			x			
Dress out and resow grass behind Block G						
Provide screen protection to windows at end of church		x		x		
Repair concrete ramp to pool entrance		x				
Upgrade incinerator, provide screen and path access to AEB standard						
Remove stormwater pipes from gully traps - various blocks		x				
Redirect stormwater pipes discharging onto ground, to stormwater drains at various blocks		x				
Provide concrete edging to sealed entry from Alberton Avenue		x				
Install <del>new</del> stormwater drain from manhole near corner of Block B to road and install cesspits					x	x

## 2

## AGREED PHASING OF WORK TO BE COMPLETED BY

		26.5.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<u>BLOCK A</u>							
<u>Interior (continued)</u>							
<u>Area 6</u>							
Refix loose ceiling panels			x				
Replace exterior door			x				
Provide floor coverings			x				
Redecorate							
<u>Structural</u>						x	
Upgrade subfloor bracing							
<u>Mechanical</u>							x
Areas 1,2,3,4,5 and 7							
Upgrade heating to state school standards				x			
<u>Electrical</u>							
Secure loose power outlets			x				
Provide enclosing cover and legend for switchboards			x				
<u>Fire Protection</u>							
Install approved lock sets that can be opened from the inside without the use of a key on the alternative egress doors from areas 1,4 and 5							
Fire Alarm sounder as for Block C		x					
<u>BLOCK B</u>							
<u>Exterior</u>							
Replace split weatherboards Alberton Road frontage and make good			x				
Provide stormwater drainage			x				
<u>Interior</u>							
<u>Area 8</u>							
Replace broken toilet pan			x				
Provide and fit stainless steel threshold to urinal			x				
<u>Area 9</u>							
Re-glue formica face to bench, tidy up sealer, basins to bench top			x				
Areas 10 and 11							
Adjust lock to exterior door							
Replace faulty window fasteners		x	x				

AGREED PHASING OF WORK TO BE COMPLETED BY

BLOCK B	26.5.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<u>Interior</u> (continued)						
Areas 10 and 11 (continued)						
Replace broken glass to door into area 12						
Area 12	x					
Ease sashes, replace all faulty window fasteners		x				
Repair worn patches of carpet at doorways		x				
Area 13						
Replace or repair faulty louvre fittings		x				
Tidy up sealer, basins to bench top		x				
Area 15						
Re-glue formica to face of benches		x				
Provide window operating gear to high windows		x				
Finish neatly round sink benches		x				
Areas 16 and 17						
Provide threshold protection to doorways		x				
Complete all wall linings		x				
Area 18						
Provide threshold protection to door ways		x				
Fix securely all high sashes	x					
<u>Structural</u>						
Investigate sagging hall ceiling beams and rectify to MWD standards			x			
<u>Mechanical</u>						
Areas 12, 15 and 18			x			
Upgrade heating to state school standards			x			
<u>Electrical</u>						
Mains supply						
Reterminate point of entry						
Main switchboard		x				
Replace or upgrade to current standards allowing space for additional circuits						
Remove all redundant circuitry		x				
Replace all circuits wired in VIR cable		x				
Upgrade lighting to state school standards and protect all fittings		x				

5

AGREED PHASING OF WORK TO BE COMPLETED BY

	26.5.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<u>BLOCK B</u>						
Electrical mains (continued)						
Adequately support power and sound cables to Block C						
<u>Fire Protection</u>						
<u>Area 12</u>						
Install a fire alarm/class change sounder and call point inter-connected with system to be installed in Blocks C and D						
Install emergency lighting system	x					
<u>Area 14</u>						
Repair broken door lock on exit doors	x					
<u>Area 15</u>						
Remove BCF extinguisher and replace with a 2kg CO <sub>2</sub> extinguisher						
<u>Area 18</u>						
Remove portable electric radiator	x					
Remove kerosene heater in the storage cupboard	x					
<u>BLOCK C</u>						
<u>Exterior</u>						
Repaint all joinery on north wall						
Replace spouting and down pipes						
Repair and repaint all exterior doors						
Repair broken bricks by main entrance						
Provide and fit door checks and hold back hooks to all exterior doors						
Re-roof small porch						
Repaint vertical weatherboards to staffroom						
Repaint whole of roof						
<u>Interior</u>						
Areas 21, 22 and 25						
Replace louvre fittings and provide control gear to same						
Provide and fit handles and fasteners to all opening sashes						
Provide door checks to internal doors to passage						
Redecorate						



AGREED FINISHING OF WORK TO BE COMPLETED BY

BLOCK C <u>Interior</u> (continued) Area 23	26.5.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
Repair sliding door track and adjust		X				
Area 26 Redecorate						
Area 28a Repair faulty door check to exterior door Redecorate		X			X	
Area 29 Replace all faulty window fasteners Replace rusted bottom to zip water heater		X			X	
Area 30 Repair leaking water pipe			X			
Areas 30 and 31 Redecorate	X					
Area 31 Install hot water over handbasin					X	
<u>Mechanical</u> Areas 21, 22, 25, 27 and 29 Upgrade heating to state school standards		X				
<u>Electrical</u> Switchboard Renew earth cable area 26, make earth connection readily accessible, measure earth resistance, permanently record location and resistance of earth on switchboard cover			X			
Area 29 Earth bench and waste pipe		X				
Areas 21, 22, 25 and 27 Upgrade lighting to state school standards		X				
Areas 21, 22 and 25 Remove portable electric fan heaters Lower socket outlets to approx 300mm above floor level and remove isolating switch from circuit	X		X			

7

AGREED PHASING OF WORK TO BE COMPLETED BY

		26.5.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<u>BLOCK C (continued)</u>							
<u>Fire Protection</u>							
Areas 21, 22 and 25							
Install approved lock sets on alternative egress doors							
Area 29		X					
Convert the top hung window leading to the flat roof to a side hung casement window and indicate it with a "FIRE EXIT" sign		X					
Install a self-closer on the door into staffroom at head of stairs (area 30)		X					
Fire Alarm/Class change		X					
Install a low voltage fail safe system with the control unit in Block C. Two call points and one sounder to be installed in corridor areas C26 and D32 with one exterior sounder facing Blocks A and F		X					
<u>BLOCK D</u>							
<u>Exterior</u>							
Attend to all spring nails and weatherproof ventilating ridges							
Replace spouting and down pipes			X				
Repair and reputy all sashes to north wall			X	X			
Re-roof passage and provide new spouting and downpipes			X				
Repaint whole of roof				X			
Tidy up overflashings over main entrance						X	
Repaint all joinery on north wall			X				
Provide door checks and hold back hooks to all exterior doors			X				
<u>Interior</u>							
Area 32			X				
Replace missing light fittings			X				
Redecorate			X				
Areas 33, 34 and 35						X	
Provide operating gear to high louvres			X				
Provide door checks to interior doors to passage			X				
Redecorate			X				

## AGREED PHASING OF WORK TO BE COMPLETED BY

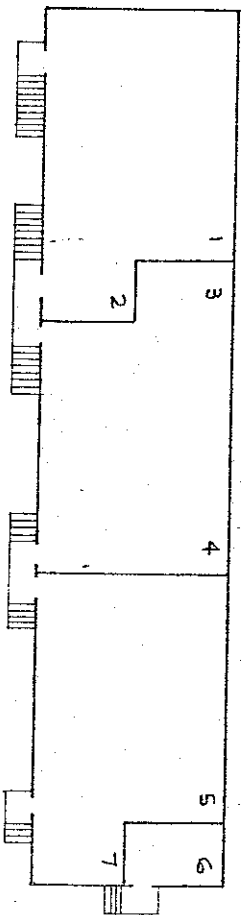
	26.5.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<u>BLOCK D</u>						
<u>Interior (continued)</u>						
<u>Mechanical</u>						
Areas 33, 34 and 35						
Upgrade heating to state school standards						
<u>Electrical</u>						
Switchboard Area 32						
Renew earth cable etc as for area C26						
Areas 33, 34 and 35						
Upgrade lighting to state school standards						
Remove portable electric fan heaters						
Lower socket outlets etc as for classrooms in Block C						
<u>Fire Protection</u>						
Areas 33, 34 and 35						
Install approved lock sets on alternative egress doors						
<u>Fire Alarm/class change</u>						
Area 32 as detailed under Block C						
<u>BLOCK E</u>						
<u>Exterior</u>						
Re-roof building and fit new spouting and down pipes						
Repair window grilles						
Repair rotten frames, sills, scribes						
Repaint whole of exterior						
<u>Interior</u>						
Area 36						
Provide correct flue to saniburn						
Repair one toilet seat						
Repair rotten timbers at wash trough						
Plug off disused waste						
Redecorate						
Provide seamless flooring - 'Flecto' or similar and impervious coating to walls: 1.5m high						



## AGREED PHASING OF WORK TO BE COMPLETED BY

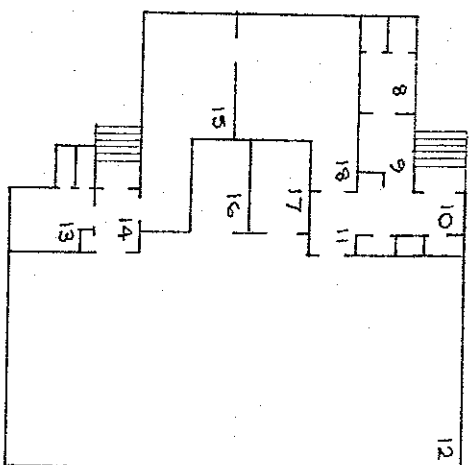
	26.5.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<u>BLOCK E</u>						
<u>Interior (continued)</u>						
<u>Area 37</u>						
Re-connect back vents and repair rotten ceiling						
Provide a new stainless steel urinal						
Redecorate						
Provide seamless flooring - 'Flecto' or similar and impervious coating to walls: 1.5m high						
<u>Electrical</u>						
<u>Switchboard area 36</u>						
Renew earth cable as for area C26						
Re-route power supply to sanitary burner to avoid damage from ashtray						
<u>BLOCK F</u>						
<u>Exterior</u>						
Replace spouting and downpipes						
Replace barge roll over porch						
Repaint (half cost to be met by Education Board)						
Provide door check and hold back hook to main entrance door						
Repair broken soffitts and complete fixing of baseboards						
<u>Interior</u>						
<u>Areas 39 and 40</u>						
Redecorate						
Correctly fix and neatly finish hand basin cupboard						
Replace carpet tiles						
<u>Area 41</u>						
Provide vinyl floor coverings						
<u>Area 42</u>						
Replace carpet tiles						
Provide door stops to both doors and repair damaged walls						
Repaint window frames, sill and facings						
<u>Mechanical</u>						
Upgrade heating to state school standards in areas 40 and 42						





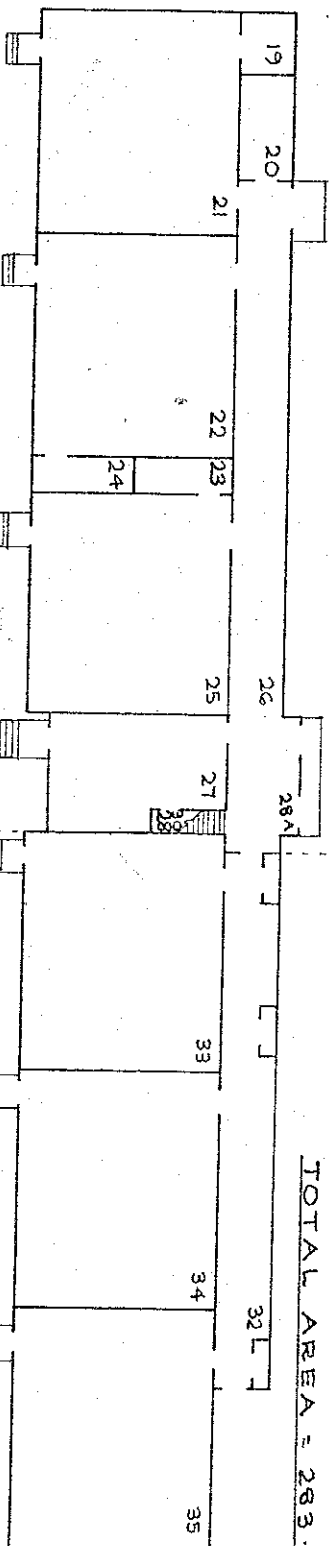
ROOM	AREA	ROOM	AREA
1 CLASSROOM	71.42 m <sup>2</sup>	5 CLASSROOM	71.42 m <sup>2</sup>
2 CLOAKS		6 STORE	8.93 m <sup>2</sup>
3 WET AREA		7 CLOAKS	
4 CLASSROOM	71.42 m <sup>2</sup>		

TOTAL AREA = 217.59 m<sup>2</sup>



ROOM	AREA	ROOM	AREA
8 MALE TOILETS		14 ENTRANCE	22.91 m <sup>2</sup>
9 MALE WASHROOM		15 KITCHEN	7.56 m <sup>2</sup>
10 ENTRANCE		16 EQUIP. STORE	8.28 m <sup>2</sup>
11 LOBBY		17 CRAFT ROOM	27.17 m <sup>2</sup>
12 HALL			
13 FEMALE TOILETS	148.8 m <sup>2</sup>		

TOTAL AREA = 283.59 m<sup>2</sup>



ROOM	AREA
29 STAFFROOM	25.92 m <sup>2</sup>
30 STAIRS	
31 TOILET	

TOTAL AREA = 34.88 m<sup>2</sup>

ROOM	AREA	ROOM	AREA
20 RESOURCE STORE	4.56 m <sup>2</sup>	24 STORE	4.59 m <sup>2</sup>
21 CLASSROOM	65.68 m <sup>2</sup>	25 CLASSROOM	65.68 m <sup>2</sup>
22 CLASSROOM	65.68 m <sup>2</sup>	26 CORRIDOR	25.92 m <sup>2</sup>
23 STORE	4.59 m <sup>2</sup>	27 OFFICE	
		28 STAIRS	

TOTAL AREA = 352.82 m<sup>2</sup>

ROOM	AREA
32 CORRIDOR	69.75 m <sup>2</sup>
33 CLASSROOM	69.75 m <sup>2</sup>
34 CLASSROOM	69.75 m <sup>2</sup>
35 CLASSROOM	69.75 m <sup>2</sup>

TOTAL AREA = 278.51 m<sup>2</sup>

# DEPARTMENT OF EDUCATION

buildings division: integration of private schools

School: MARIST

SCHOOL, MT ALBERT

Drawing No:

Scale:

Date: EIP 221 02

1:300

29 JANUARY 1981

SHEET 2 OF 3 SHEETS

Revision

Drawn: *268*

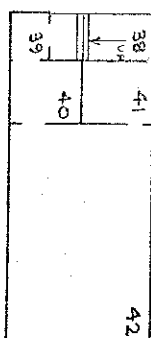
12 MAY 1981



# BLOCK E

36 FEMALE TOILET  
37 MALE TOILET

TOTAL AREA = 43.29 m<sup>2</sup>



# BLOCK F

38 RAMP  
39 ENTRANCE  
40 SICK BAY  
41 DUPLICATING ROOM  
42 LIBRARY

TOTAL AREA = 76.38 m<sup>2</sup>

*[Handwritten signature]*

## DEPARTMENT OF EDUCATION

buildings division: integration of private schools

School: MARIST SCHOOL, MT ALBERT

Drawing No:

EIP 221 03

Scale:

1:300

Date:

29 JANUARY 1981

Revision

12 MAY 1981

Drawn:

*[Handwritten signature]*

SHEET 3 OF  
3 SHEETS

## FOURTH SCHEDULE

Schedule of Staffing Appointment  
of the Private Schools Conditional  
School

Marist School, MOUNT ALBERT

Integration Act 1975 being special position relating to the Special Character of the

under Section 65 (1) and 66 of

Total Staff  
Entitlement  
of SchoolPrincipal to be Appointed  
under S.65 (1) (a) Private  
Schools Conditional  
Integration Act 1975  
Number of Staff to be  
so AppointedDirector of Religious  
Studies to be Appointed  
under S.65 (1) (b)  
Private Schools  
Conditional Integration  
Act 1975 Scale A or B1  
or HigherReligious Instruction  
Positions of Importance  
Number of other teachers  
to be Appointed under  
S.65 (1), (c) of Private  
Schools Conditional  
Integration Act 1975  
Number of Staff to be so  
Appointed (See Footnote  
No. 2 to this Schedule)Deputy Principal  
to be Appointed  
under S.66 Private  
Schools Conditional  
Integration Act  
1975 Number of Staff  
to be so Appointed

Column 1	Column 2	Column 3	Column 4	Column 5
1	1	-	1	-
2	1	-	1	-
3	1	-	2	-
4	1	-	1	-
5	1	1	2	1
6	1	1	2	1
7	1	1	3	1
8	1	1	3	1
9	1	1	4	1
10	1	1	4	1
11	1	1	5	1
12	1	1	5	1
13	1	1	6	1
14	1	1	7	1
15	1	1	8	1
16	1	1	8	1
17	1	1	8	1
18	1	1	9	1
19	1	1	10	1
20	1	1	10	1
21	1	1	11	1
22	1	1	11	1
23	1	1	12	1
24	1	1	12	1
25	1	1	13	1
26	1	1	13	1
27	1	1	14	1
28	1	1	14	1
29	1	1	14	1
30	1	1	14	1

## NOTES

1. 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 Clauses 14, 15, 17 and 18 of this Deed of Agreement carry a responsibility for Religious instruction and require a willingness and ability to take part in Religious instruction or in terms of Section 66 of the Private Schools Conditional Integration Act 1975 require a particular capability in the teacher as described in Clause 18 of the Deed of Agreement. The Schedule to be read across from left to right.

2. Column (4). 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.

3. The School as at the effective date hereof has a staffing entitlement of TEN (10) teachers