

THIS DEED OF AGREEMENT is made on the 10 day of FEBRUARY,  
One thousand nine hundred and eighty-two (1982) BETWEEN  
THE NEW ZEALAND DOMINICAN SISTERS TRUST BOARD a body  
corporate registered under the Charitable Trusts  
Act 1957 (hereinafter with its successors referred to as  
"the Proprietor") of the first part AND HER MAJESTY THE QUEEN  
acting by and through the Minister of Education (hereinafter  
referred to as "the Minister") of the second part

WHEREAS

- A The Proprietor is the owner of St. Dominic's College,  
Henderson (hereinafter referred to as "the School")
- B The School is a Roman Catholic Secondary School for girls  
only, from Form Three (III) to Form Seven (VII) with an  
Intermediate Department attached offering Education with  
a Special Character.
- C The School was established in 1967 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 Dominican Sisters who bring to the School the special  
characteristics of their Order as are more particularly  
described in the Fifth Schedule hereto. The said Order will  
continue after the effective date of integration to offer  
teaching staff to the School, so long as it has members  
available for that purpose.
- D The Minister and the Proprietor have agreed to enter into  
this Deed of Agreement pursuant to the Private Schools  
Conditional Integration Act 1975, whereby the School is  
to be established as an integrated School.

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

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

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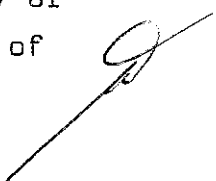
2. THE School's Special Character as is hereinafter described, shall incorporate the Education with a Special Character as provided in the School AND IT IS HEREBY AGREED AND DECLARED that the School shall at all times in the future be conducted and operated so as to maintain and preserve the School's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

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

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

PROVIDED THAT -

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

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

- (ii) With the consent of the Proprietor, the Board of Governors may grant the use of the School premises and chattels to other person or persons at any time when the School premises and chattels are not required for School purposes and the Proprietor shall not unreasonably or arbitrarily withhold its consent. The Board of Governors may require any such person or persons to pay a reasonable fee to such Board of Governors as a condition of such use.
- (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 Dominican 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 three hundred and eighty-one (381) pupils in Forms III - VII as at the 1st day of March 1981 and a roll of ninety (90) pupils in Forms I - II as at the 30th September 1981, 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 ten (410) pupils and of Forms I - II of the School shall be ninety (90) pupils.



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

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

(b) In accordance with Section 7 (6) (h) of the Private Schools Conditional Integration Act 1975 unless the Proprietor and the Regional Superintendent of Education otherwise agree and subject to places being available, the number of pupils whose parents do not have a preference of enrolment at the School in accordance with the provisions of Section 29 (1) of the Private Schools Conditional Integration Act 1975 shall be limited at all times to twenty-five (25) 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 fourth 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 eighteen decimal five eight (18.58) positions (excluding the Principal and the Director of Religious Studies) of which there shall be seven (7) 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 seven (7) is to eighteen decimal five eight (18.58) 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 buildings and other improvements 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 access driveway from Rathgar Road, the water supply, the power supply, the heating system 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 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 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.


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29. THE Minister shall subject to Clause 3 (d) and (e) of this Deed of Agreement after the effective date hereof maintain the School premises and the associated facilities in a state of repair order and condition as for a comparable State School and provide for the maintenance of the chattels as though the School were a State School PROVIDED THAT the Proprietor shall pay one sixth of the maintenance costs incurred on the building identified as Block I on the plan annexed to the Second Schedule herewith. The School shall be entitled to such furniture and equipment as the Minister supplies from time to time to comparable State Schools.

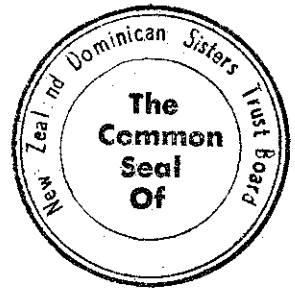
30. THE effective date of this Deed of Agreement shall be the 18th day of February 1982.

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.

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



Trustee *Sister Mary Elizabeth Mackee*

Trustee *Sister Mary Horn*

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

*M. J. Fekken*  
*12 Hokianga Rd*  
*Hataitai, Wellington, 3*  
*(Private Secretary)*

FIRST SCHEDULE

Description of total land buildings and other improvements comprising the Proprietors land of which the school premises form a part.

THE PROPRIETORS LAND

All that land, school building, residences, offices, convent, chapel and other improvements the registered Proprietor whereof is the New Zealand Dominican Sisters' Trust Board delineated in green on annexed plan being known as St. Dominic's College, Henderson and being more particularly described as follows:

FIRSTLY all that parcel of land containing 3.1836 hectares more or less being part of Lots 1 and 2 on Deposited Plan 36776 and being part of Allotment 6 Parish of Waipareira and being all the land in Certificate of Title Volume 30A Folio 1427 (North Auckland Registry)

Appurtenant thereto is a drainage easement over Crown Land - vide Deed of Grant 13C/281

Subject to:

- (1) Mortgage A.289797 to the New Zealand Insurance Company Limited
- (2) Mortgage 287650.2 to the Housing Corporation of New Zealand
- (3) 417046.1 Variation of terms of Mortgage 287650.2

SECONDLY all that parcel of land containing 819 square metres more or less being Lot 15 Deposited Plan 55682 and being part Allotment 6 Waipareira Parish and being all the land in Certificate of Title Volume 10A Folio 1006 (North Auckland Registry).

THIRDLY all that parcel of land containing 1163 square metres more or less being Lot 16 Deposited Plan 55682 and being part Allotment 6 Waipareira Parish and being all the land in Certificate of Title Volume 10A Folio 1076 (North Auckland Registry).

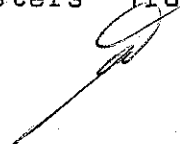
FOURTHLY all that parcel of land containing 1019 square metres more or less being Lot 42 on Deposited Plan 55682 and being part Allotment 6 Parish of Waipareira and being all the land in Certificate of Title Volume 24C Folio 761 (North Auckland Registry)

Subject to the reservations and conditions imposed by Section 59 of the Land Act 1948.

FIFTHLY all that parcel of land containing 586 square metres more or less being Lot 66 Deposited Plan 79875 and being part Allotment 6 Parish of Waipareira and being all the land in Certificate of Title Volume 36C Folio 902 (North Auckland Registry)

Subject to Fencing Covenant in Transfer 284946.

There is a debt owing to the New Zealand Dominican Sisters' Trust Board.

  
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SECOND SCHEDULE

Description of land, buildings and other improvements  
comprising the School premises.

THE SCHOOL PREMISES

All that part of the Proprietor's land as described in the First Schedule hereto, delineated in red on the annexed plan of the Proprietor's land, which plan forms part of this Schedule TOGETHER WITH all the School buildings and other improvements now standing or erected thereon and as shown on the said plan SAVE AND EXCEPT Blocks F, G, H, J, Part Block I (west wing) and eight classrooms in Block B more particularly delineated in blue on the annexed plan. RESERVING NEVERTHELESS to the Proprietor the full and free right and liberty to go pass and repass as a means of ingress and egress along the driveway from Rathgar Road 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 of any or all heating, gas, high pressure water, stormwater, sewerage, electric power or telephone pipes, conduit lines or cables serving those parts of the Proprietor's lands excluded from this Deed of Agreement.

  
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ST DOMINICS COLLEGE, HENDERSON

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

THIRD SCHEDULE

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

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

AGREED PHASING OF WORK TO BE COMPLETED BY

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	18.2.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<p><b>SITE</b></p> <p>Fence, northern boundary adjacent to Pinedale Place</p> <p>Install gate or chain to front entrance</p> <p>Replace existing incinerator with proprietary model complete with canopy roof</p> <p>Install overflow slots to drinking points to comply with health regulations</p> <p>Paint exterior seating</p> <p><b>BLOCK A</b></p> <p><u>Exterior</u></p> <p>Paint woodwork</p> <p>Replace sill tiles at rear of hall</p> <p>Install weather bar to homecraft egress door</p>		<p>x</p> <p>x</p> <p>x</p> <p>x</p> <p>x</p> <p>x</p> <p>x</p> <p>x</p>				

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BLOCK A	18.2.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
Interior						
Paint all rooms in the block excluding areas 2, 13, 16 and 24-25						
Area 2						
Resurface floor } half cost to be met by department						
Paint						
Area 3						
Repair vinyl floor near main entry						
Area 9						
Replace WHB Provide hot water supply to basin						
Area 10						
Replace WC pan						
Area 11 and 19						
Repair wall linings						
Plaster floor and finish coverings						
Area 25						
Install galvanised weatherbar at door entrance						
Mechanical						
Upgrade heating in areas 2, 6-8, 11-13, 15, 16, 20-23						
Electrical						
Upgrade lighting in areas 2, 3, 5, 6, 7, 12, 17 to state school standards						
Replace lamps and reflector in area 1						
Fire Protection						
Egress						
Ease the alternative egress door from area 20						
Fit panic bolts to one set of double doors on each side of hall (area 2) and indicate with EXIT signs						
Extinguishing equipment						
Install one 10 litre water-gas extinguisher in the administration area of Block A - Replace small dry powder extinguisher in area 20 with one 3.5 kg CO <sub>2</sub> extinguisher						
Install one 3.5 kg CO <sub>2</sub> extinguisher adjacent to the hall stage lighting unit						
Emergency lighting						
Install emergency lighting system in hall (area 2)						
BLOCK B						
Exterior						
Repaint						

Exterior

Interior

## Reprint

Upgrade lighting in areas 26, 29, 33, 36, 37 to state school standards

X

BLOCK B (continued)	18.2.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<u>Electrical</u>						
Areas 26, 29 (laboratories)						
Protect all socket outlets with a single core balance earth leakage unit mounted within each area		x				
Install a local SPN distribution panel in each area for socket outlet circuits		x				
<u>Fire Protection</u>						
<u>Egress</u>						
Provide alternative egress from area 33 by means of an external door	x					
Dismantle the lock sets on doors to area 27 to provide alternative egress from areas 26 and 29	x					
<u>Extinguishing equipment</u>						
Install one 10 litre water-gas extinguisher on the wall of classrooms 39 and 43 under the covered way		x				
<u>BLOCK C</u>						
<u>Exterior</u>						
<u>Repaint</u>						
Paint roof of staffroom			x			
Replace missing base vents		x				
Replace terminal vent outside area 58		x				
Replace downpipe at north east corner of staffroom		x				
<u>Interior</u>						
Repaint areas 46, 47, 50-53				x		
Repaint areas 59-62 (half cost to be met by department)						
Area 51						
Replace sinkbench top						
Area 53						
Replace floor coverings						
Area 57						
Apply epoxy coating to floor						
Replace 2 WC pans						
Repair STDN						
Repair wall lining and provide doorstop						

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BLOCK D (continued)					
Interior	18.2.82	31.3.83	31.3.84	31.3.85	31.3.86
Area 79a					31.3.87
Repair door hardware		x			
Area 80		x			
Repair door closer at north end		x			
Area 82		x			
Repair spalling concrete on the east wall		x			
Repair window catch		x			
Area 84					
Repair window catch on the west side		x			
Area 87					
Repair settlement cracks in blockwork and repaint (half cost to be met by department)					
Structural					
Strengthen unreinforced masonry partitions to MWD standards by 31 March 1990					
Mechanical					
Upgrade heating in areas 64, 67, 73, 77, 85			x		
Electrical					
Upgrade lighting to state school standards in areas 69-71, 74-76, 81-83, 87, 88 and the areas above the distribution board		x			
Fire Protection					
Egress					
Provide alternative egress from laboratory 74 by means of an external door	x				
Reduce the gap between the leaves of both sets of ground floor smoke stop doors	x				
Replace the inoperative self-closer on the smoke stop doors at the head of the stairs adjacent to area 77	x				
Extinguishing equipment					
Replace the dry-powder extinguisher in laboratory 74 with a 3.5 kg CO <sub>2</sub> extinguisher		x			
BLOCK E					
Electrical					
Improve protection of the pump supply cable		x			
Refix conduit along the fence carrying the lighting supply		x			

18.2.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<p>BLOCK I</p> <p><u>Exterior</u>            Complete the timber joinery in process of being painted            Check canopies over west side windows for ingress of moisture and repair as necessary. Various damp patches showing on inside walls            Repair and paint louvre doors to boiler house            Replace fire egress door from stairway at south side, area 97 ground floor            Clean off greenery to rooftop areas including gutters and downpipes</p> <p><u>Interior</u>            Area 89            Eliminate and make good roof leaks at east wall            Replace floor covering and skirtings at east side            Varnish timber beads to skirtings            Make good around light fitting at east wall            Area 95            Make good where sink benches and fittings have been removed            Repaint interior            Area 95a            Repair and make good ceiling            Area 95b            Repair and make good ceiling</p>	<p>x</p> <p>x x</p> <p>x</p> <p>x</p> <p>x</p> <p>x</p> <p>x</p> <p>x</p> <p>x</p>				

HMM  
SMITH

LOCK I (continued)		18.2.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
Interior							
Area 96							
Make good ceiling and walls where fittings have been removed							
Repaint interior				x			
Area 93				x			
Replace damaged vinyl to treads and risers							
Replace broken "Crown Lynn" No 1 Nosing tiles							
Area 101							
Replace cracked and broken glazing to landing windows at east side							
Area 106							
Repair wall linings adjacent to sani-burner							
Refix toilet cistern lid							
Refix vinyl cover skirting							
Area 108							
Repair ceiling (check for leak) and crack at outside wall							
Area 110							
Replace shade to light fitting							
Area 113							
Repair paintwork around bath and internal angles							
Area 117							
Repair floor coverings							
Repair paintwork at internal angles							
Area 116							
Refix vinyl cove skirting							
Repair paintwork at internal angles							
Area 115							
Repair floor covering							
Make good to joints around bath							
Area 112							
Replace broken shade to light fitting							
Touch up paintwork							
Area 107							
Replace shade to light fitting							
Area 128							
Repair sani-burner							
Repaint scorch damaged lining							
Area 136							
Repair moulding to bottom edge of partition							

BLOCK I (Continued)	18.2.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
Interior Area 135						
Replace shade to light fitting		x				
Check ceiling for leak		x				
Touch up paintwork to window frame		x				
Area 136						
Repair damage to ceiling and repaint		x				
Area 138						
Make good joints around bath		x				
Area 137						
Replace shade to light fitting		x				
Make good joints around bath		x				
Area 134						
Replace shade to light fitting		x				
Area 131						
Repair shower partition		x				
Area 129						
Repair shower partition		x				
Area 126						
Repair damaged door frame		x				
Area 127						
Repaint ceiling		x				
Structural						
Strengthen end walls of three wings (north, east and south elevations) to MWD standards by 31 March 2005						
Mechanical						
Areas 91, 94, 95, 96, 98, 104, 106-113, 115-117, 128-135, and 137-139						
Upgrade heating in all areas to state school standards		x				
Fire Protection						
Means of Egress						
Retain egress stairways situated at the end of each wing and enclose the main stairway on the ground floor. If area 94 on ground floor is converted to a classroom alternative egress must be provided	x					

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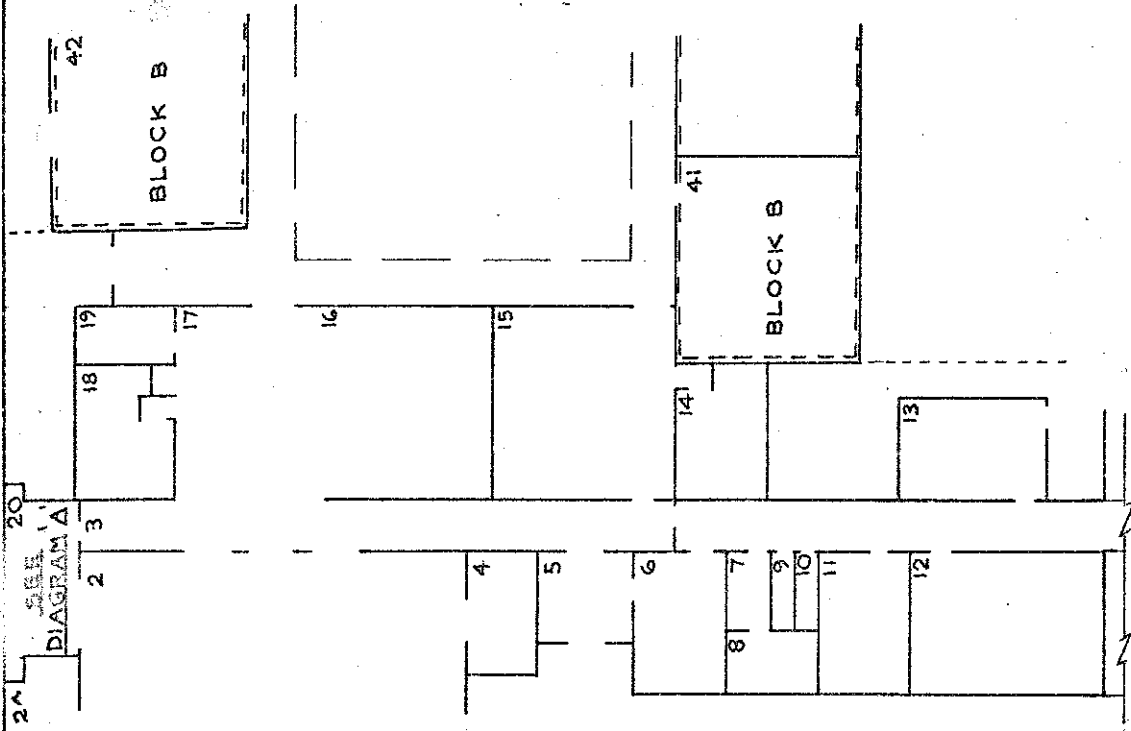


BLOCK I (continued)	18.2.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<u>Fire Protection</u> <u>Fire Equipment</u> Carry out servicing to equipment Provide 1 x 10 kg dry powder fire extinguisher to area 93	x	x				
<u>Fire Alarm</u> Modify alarm system to operate in conjunction with fail safe system proposed for the other school buildings <u>Emergency Lighting</u> Retain normal and emergency lighting in the wing fire escape stairways	x					
GENERAL						
<u>Mechanical</u>						
Provide thermostat and time-switch control to all electric heating Provide separate heating system to school buildings and disconnect heating pipes to non-integrating areas		x	x			
<u>Electrical</u> <u>All switchboards</u> Provide permanently secured engraved labels to designate all components and outgoing ways, and a schedule which fully describes the type of circuit and the location of the connected load						
<u>Reticulation</u> Upgrade the existing reticulation system and distribution boards or provide an additional parallel reticulation system to accommodate the increased load		x	x			
<u>Fire Protection</u> <u>Fire Alarm</u> Upgrade the existing alarm system to a low voltage fail safe system consisting of bells and call points in each block as follows:						
Block A Call Points 3 Bells 2	x					

GENERAL (Continued)		18.2.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<u>Fire Protection</u>							
<u>Block</u>							
	<u>Call Points</u>	<u>Bells</u>					
B	2	2					
C	2	2					
Connect the existing 6 volt dry cell fire alarm in Block D to the new system		x					
General							
Remove all portable electric heaters and replace with permanent heating		x					
BUILDING REQUIREMENTS		x					
Provide the following by new construction or remodelling:							
Lecture room of 74m <sup>2</sup>							
Advanced laboratory of 84m <sup>2</sup> and associated preparation room of 11m <sup>2</sup>							
drama areas of 93m <sup>2</sup>							
drama store of 19m <sup>2</sup>							
chemical storage of 17m <sup>2</sup>							
art and craft areas totalling 152.5m <sup>2</sup>							
freestanding building for kiln							
music room of 70m <sup>2</sup>							
music resource room of 23m <sup>2</sup>							
2 music practice rooms, 1 x 7.5m <sup>2</sup> , 1 x 11m <sup>2</sup>							
PE equipment bay of 28m <sup>2</sup>							
weight training store of 9.5m <sup>2</sup>							
changing rooms of 80m <sup>2</sup> , adjacent to toilets, including 2 instructor's offices							
deputy principal's office of 11m <sup>2</sup>							
senior mistress's office of 11m <sup>2</sup>							

BUILDING REQUIREMENTS (continued)	18.2.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<p>counsellor's office of 12m<sup>2</sup></p> <p>4 HOD / PR offices of 7.5m<sup>2</sup></p> <p>staff rest room of 4.5m<sup>2</sup></p> <p>staff showers, 1 for each sex</p> <p>timetable room of 14m<sup>2</sup></p> <p>maintenance staff room of 19m<sup>2</sup></p> <p>store workshop of 19m<sup>2</sup></p> <p>tractor shed</p>				x		
<p>dangerous goods store of 9m<sup>2</sup> if required</p>	x					

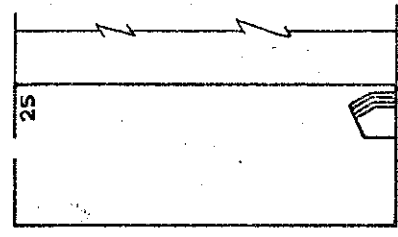
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BLOCK A

ROOM	AREA
1 STAGE	98.14m <sup>2</sup>
2 ASSEMBLY HALL	289.26m <sup>2</sup>
2A EQUIPMENT BAY	28m <sup>2</sup>
3 CORRIDOR	
4 STORE	12m <sup>2</sup>
5 ENTRY	
6 OFFICE	20m <sup>2</sup>
7 WAITING ROOM	
8 MEDICAL ROOM	9m <sup>2</sup>
9 TOILET	
10 TOILET	
11 VICE PRINCIPAL	20m <sup>2</sup>
12 COUNSELLOR	14m <sup>2</sup>
13 PRINCIPAL	22m <sup>2</sup>
14 TOILETS	
15 CLOAKROOM & LOCKERS	
16 CLOAKROOM & LOCKERS	
17 FOYER	
18 TOILETS	
19 STORE	8m <sup>2</sup>
20 LABORATORY, HOMECRAFT	88.15m <sup>2</sup>
21 MODEL KITCHEN/DINING	11.88m <sup>2</sup>
22 MODEL DRYING/IRONING	4.32m <sup>2</sup>
23 STORE	
24 ENTRANCE	
12A SENIOR MISTRESS	14m <sup>2</sup>
12B INTERVIEW	12m <sup>2</sup>
TOTAL AREA = 961.38m <sup>2</sup>	

DIAGRAM A



BELOW STAGE

ROOM	AREA
25 STAGE DRESSING	76m <sup>2</sup>
TOTAL AREA = 85.68m <sup>2</sup>	

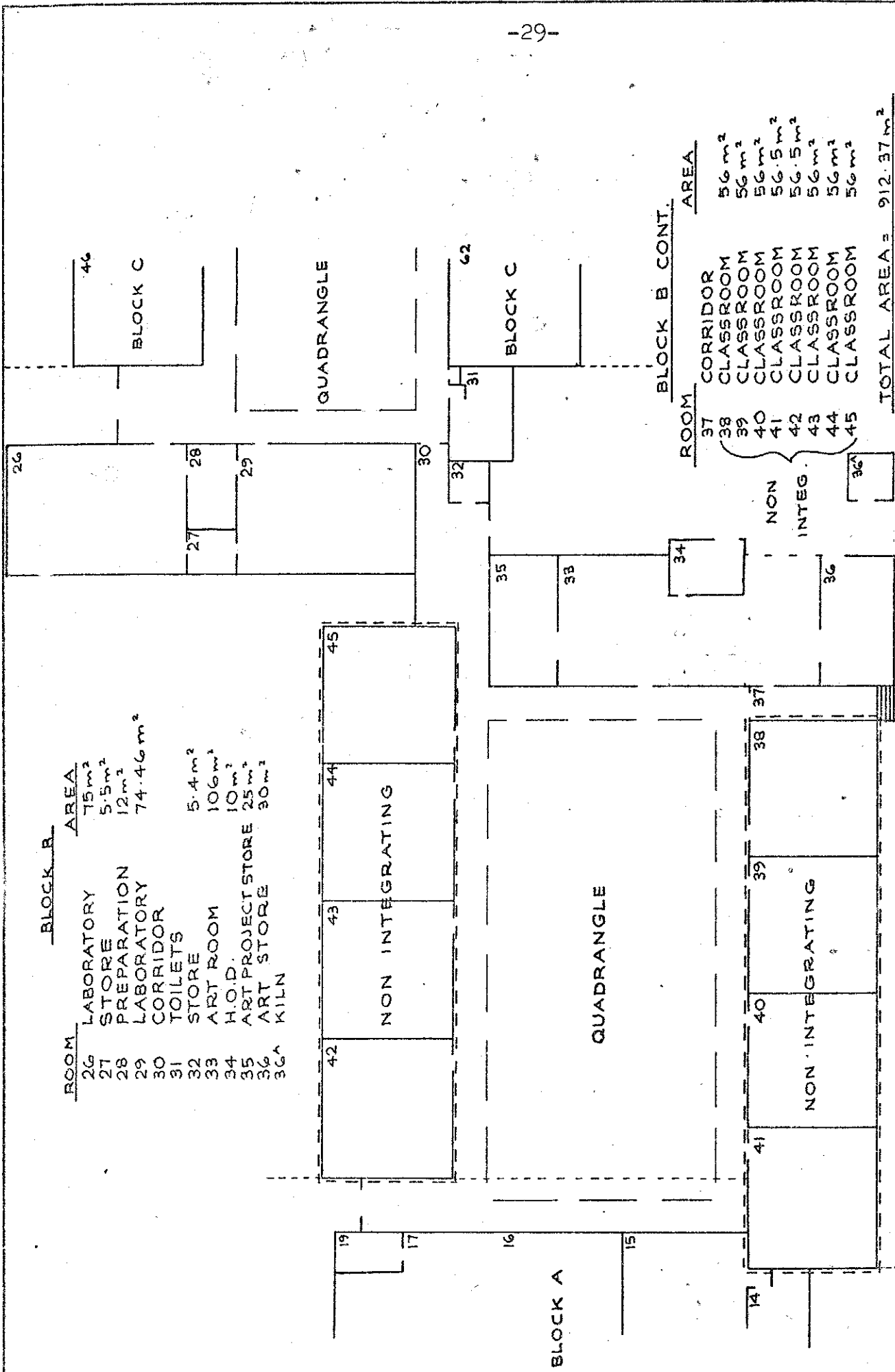
# DEPARTMENT OF EDUCATION

buildings division: integration of private schools

School: ST DOMINIC'S COLLEGE, HENDERSON, AUCKLAND

Drawing No:	Scale:
EIS 088 02	1:300
Date:	SHEET 2 OF 7 SHEETS
6 NOVEMBER 1979	Drawn:
REVISION 16 JUNE 1981 20 NOV. 1981	228

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BLOCK B

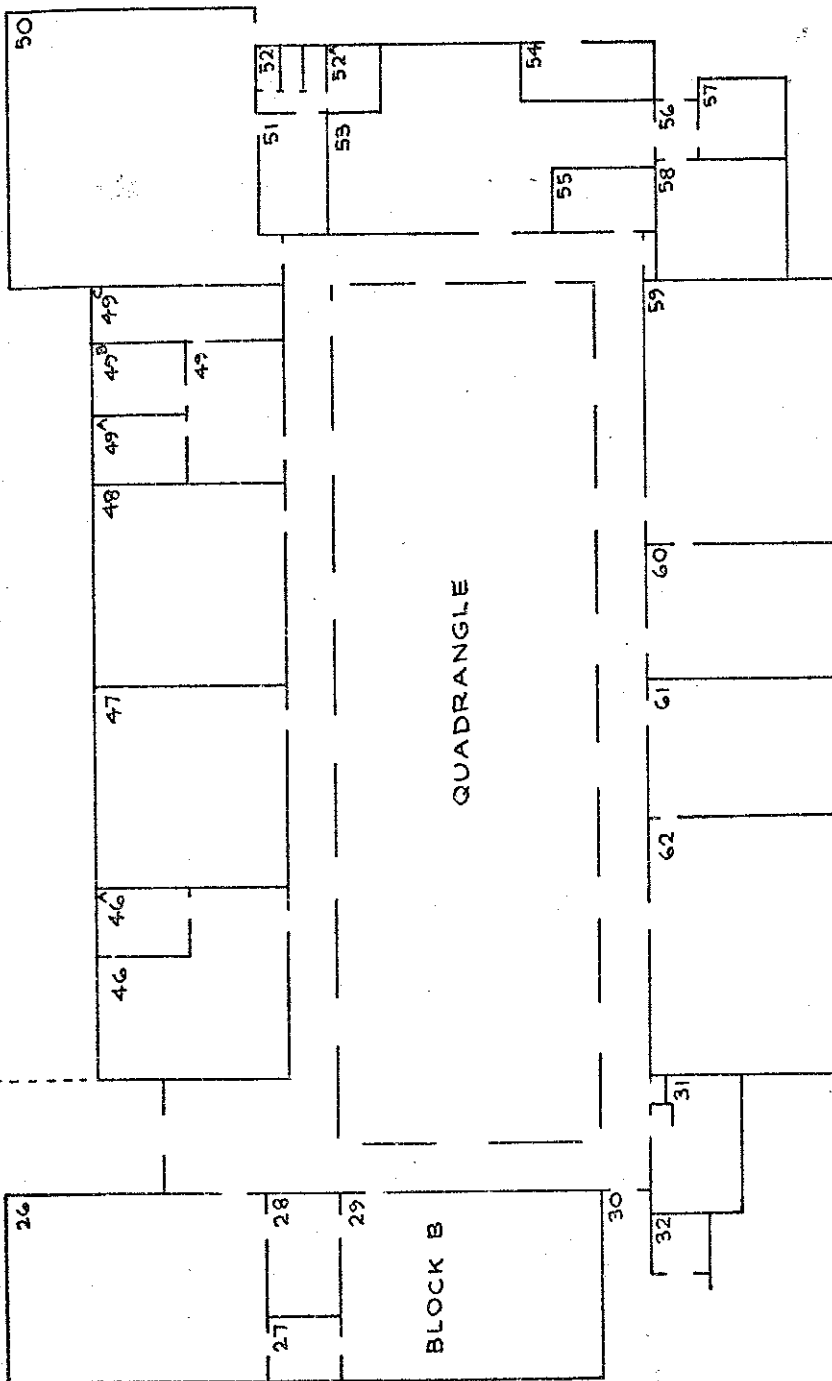
ROOM	AREA
26 LABORATORY	75m <sup>2</sup>
27 STORE	5.5m <sup>2</sup>
28 PREPARATION	12m <sup>2</sup>
29 LABORATORY	74.46m <sup>2</sup>
30 CORRIDOR	
31 TOILETS	
32 STORE	5.4m <sup>2</sup>
33 ART ROOM	106m <sup>2</sup>
34 H.O.D.	10m <sup>2</sup>
35 ART PROJECT STORE	25m <sup>2</sup>
36 ART STORE	30m <sup>2</sup>
36A KILN	

BLOCK B CONT.

ROOM	AREA
37 CORRIDOR	56m <sup>2</sup>
38 CLASSROOM	56m <sup>2</sup>
39 CLASSROOM	56m <sup>2</sup>
40 CLASSROOM	56.5m <sup>2</sup>
41 CLASSROOM	56.5m <sup>2</sup>
42 CLASSROOM	56m <sup>2</sup>
43 CLASSROOM	56m <sup>2</sup>
44 CLASSROOM	56m <sup>2</sup>
45 CLASSROOM	56m <sup>2</sup>

TOTAL AREA = 912.37m<sup>2</sup>

DEPARTMENT OF EDUCATION		Drawing No:	Scale:
buildings division: integration of private schools		EIS 088 03	1:300
School: ST DOMINIC'S COLLEGE, HENDERSON, AUCKLAND		Date:	SHEET 3 OF 7 SHEETS
		6 NOVEMBER 1979	Drawn:
		Revision 16 JUNE 1981	228



BLOCK C

ROOM	AREA
46	CHEM STORE, SCIENCE RES. 45 m <sup>2</sup>
47	CLASSROOM 56 m <sup>2</sup>
48	CLASSROOM 56 m <sup>2</sup>
49	TIME TABLE 18 m <sup>2</sup>
50	STAFF ROOM 101 m <sup>2</sup>
51	KITCHEN 11.50 m <sup>2</sup>
52	TOILETS
53	CLOAKROOM & LOCKERS 12 m <sup>2</sup>
54	EQUIPMENT STORE 9 m <sup>2</sup>
46A	H.O.D. 9 m <sup>2</sup>
49A	H.O.D. 9.5 m <sup>2</sup>
49B	LANGUAGE STORE 18 m <sup>2</sup>
49C	MATHS WORKROOM

ROOM

55	TUCKSHOP
56	ENTRANCE
57	TOILETS
58	SHOWERS
59	TYPING
60	SHORTHAND ROOM, TYPING STORE
61	TECHNICIAN'S ROOM, A.V. STORE
62	A.V. ROOM
52A	STAFF RESTROOM

TOTAL AREA = 138.46 m<sup>2</sup>

AREA  
10 m<sup>2</sup>

15 m<sup>2</sup>  
31 m<sup>2</sup>  
31 m<sup>2</sup>  
74 m<sup>2</sup>  
5 m<sup>2</sup>

DEPARTMENT OF EDUCATION

buildings division: integration of private schools

School: ST DOMINIC'S COLLEGE, HENDERSON, AUCKLAND

Scale:

1:300

Drawing No:

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Date:

21 NOVEMBER 1979

Revision

16 JUNE 1981

Drawn:

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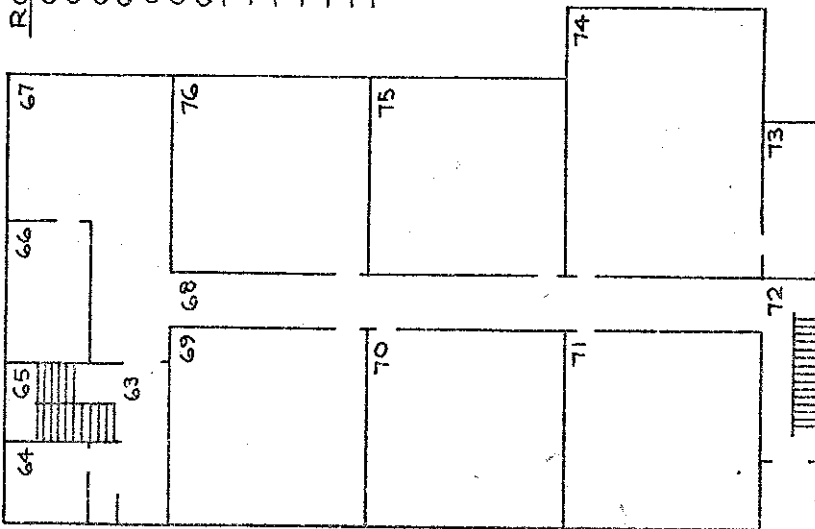
SHEET 4 OF  
7 SHEETS

BLOCK D

GROUND FLOOR

ROOM	AREA
63 ENTRANCE	
64 H.O.D.	9m <sup>2</sup>
65 STAIRS	
66 TOILETS	
67 CLOAKROOM & LOCKERS	
68 CORRIDOR	56.25m <sup>2</sup>
69 CLASSROOM	56.25m <sup>2</sup>
70 CLASSROOM	56.25m <sup>2</sup>
71 CLASSROOM	
72 STAIRS	12.60m <sup>2</sup>
73 PREP ROOM	76.22m <sup>2</sup>
74 LABORATORY	56.25m <sup>2</sup>
75 CLASSROOM	56.25m <sup>2</sup>
76 CLASSROOM	

TOTAL AREA = 582.40m<sup>2</sup>

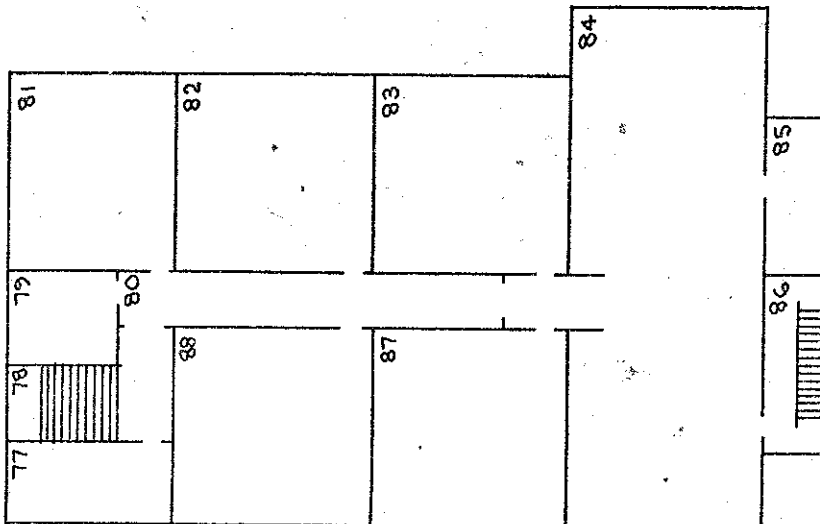
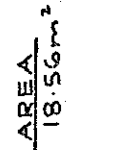


BLOCK D

UPPER FLOOR

ROOM	AREA
77 H.O.D.	18.56m <sup>2</sup>
78 STAIRS	
79 TOILETS	
80 CORRIDOR	48m <sup>2</sup>
81 BOOKROOM	56.25m <sup>2</sup>
82 SENIOR COMMON ROOM	56.25m <sup>2</sup>
83 SENIOR STUDY	150.75m <sup>2</sup>
84 LIBRARY	12.60m <sup>2</sup>
85 BOOK REPAIR	
86 STAIRS	56.25m <sup>2</sup>
87 SENIOR STUDY	56.25m <sup>2</sup>
88 CLASSROOM	

TOTAL AREA = 582.40m<sup>2</sup>



DEPARTMENT OF EDUCATION  
 buildings division: integration of private schools  
 School: ST DOMINIC'S COLLEGE, HENDERSON, AUCKLAND

Drawing No:

EIS 088 05

Scale:

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Date:

6 NOVEMBER 1979

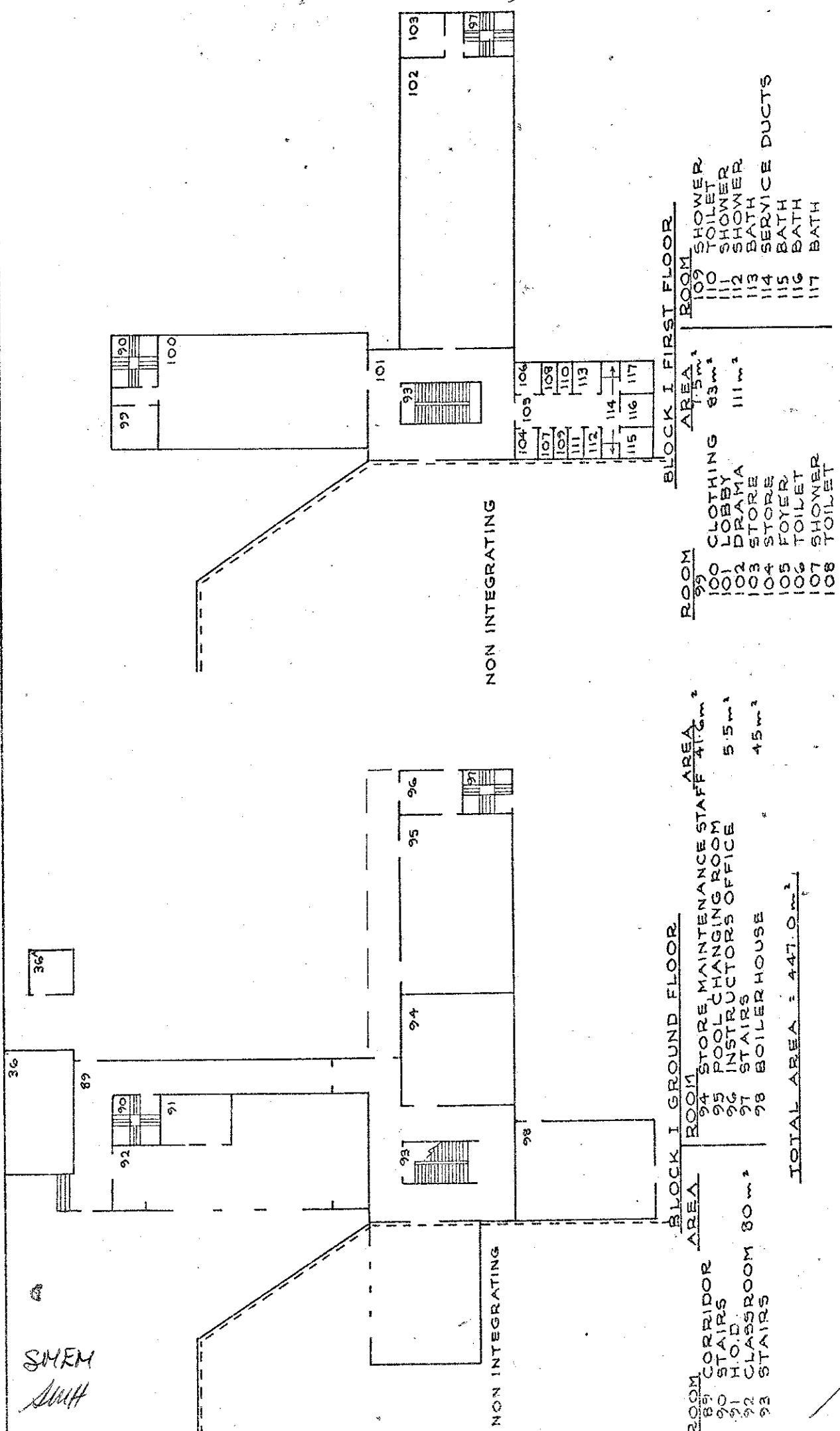
Revision

16 JUNE 1981

Drawn:

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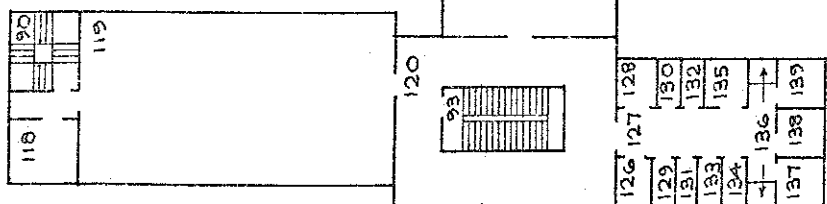
SHEET 5 OF  
7 SHEETS



<p>DEPARTMENT OF EDUCATION</p> <p>buildings division: integration of private schools</p> <p>School: ST DOMINIC'S COLLEGE, HENDERSON, AUCKLAND</p>		<p>Drawing No: EIS 088 06</p> <p>Date: 17 JUNE 1981</p> <p>Revision: 20 NOVEMBER 1981</p>	<p>Scale: 1:300</p> <p>SHEET 6 OF 7 SHEETS</p> <p>Drawn: <i>adg</i></p>
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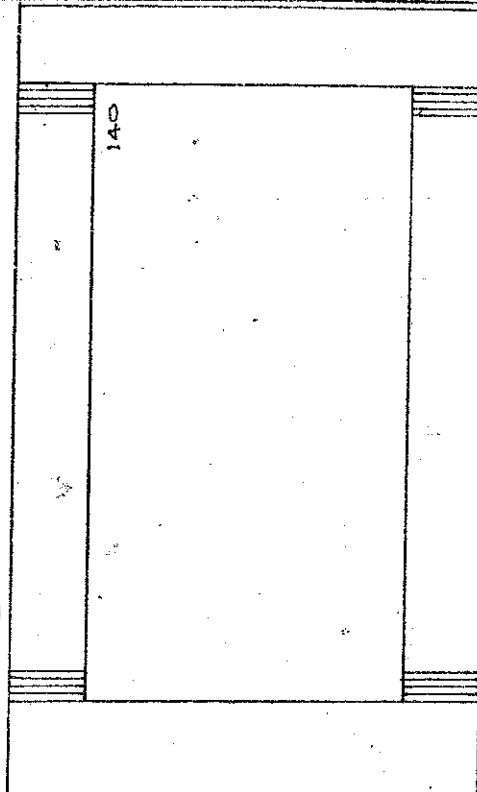


NON INTEGRATING

BLOCK I SECOND FLOOR

ROOM	AREA	ROOM
118 STORE	7.5m <sup>2</sup>	129
119 CLASSROOM	83m <sup>2</sup>	130
120 LOBBY	70m <sup>2</sup>	131
121 MUSIC	23m <sup>2</sup>	132
122 MUSIC RESOURCE	23m <sup>2</sup>	133
123 STORE	7.5m <sup>2</sup>	134
124 MUSIC PRACTICE	11m <sup>2</sup>	135
125 MUSIC PRACTICE	7.5m <sup>2</sup>	136 SHOWERS
126 STORE		137
127 FOYER		138
128 TOILET		139

TOTAL AREA = 374.44m<sup>2</sup>



BLOCK E  
ROOM 140 SWIMMING POOL 306.25m<sup>2</sup>

DEPARTMENT OF EDUCATION  
buildings division: integration of private schools  
Schools: DOMINIC'S COLLEGE, HENDERSON, AUCKLAND

Drawing No:

EIS 088 OT

Scale:

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Date:

17 JUNE 1981

SHEET 7 OF  
7 SHEETS

Revision

20 NOVEMBER 1981

Drawn: *slg*

FOURTH SCHEDULE

Schedule of Staffing Appointments to Intermediate Department of

ST. DOMINIC'S COLLEGE, HENDERSON

under Section 65 (1) (c) of the Private Schools Conditional  
Integration Act 1975 being special positions relating to the  
Special Character of the School

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

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

At the effective date of this Deed of Agreement, the Intermediate Department of the above-named College has a staffing entitlement of  
THREE (3) teachers.

*[Handwritten signature]*  
SMFH  
AMH

FIFTH SCHEDULE

RESUME OF THE HISTORICAL AND TRADITIONAL CONNECTIONS BETWEEN  
THE NEW ZEALAND DOMINICAN SISTERS AND ST. DOMINIC'S COLLEGE

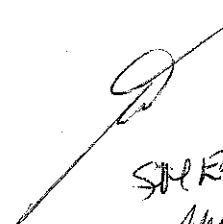
St. Dominic's College was established in Henderson in 1967 by the Roman Catholic Religious Congregation of women known as the New Zealand Dominican Sisters. The College was a relocation of the one that had been conducted in Northcote since 1952 by the same Congregation of Sisters.

The School is distinguished by the traditional spirit of the Dominican Order of men and women of which the New Zealand Congregation is an integral part.

This spirit is manifested in

- (1) A recognition of individual gifts and talents and the responsibility of providing the opportunity for developing these.
- (2) An emphasis on logical, honest and increasingly independent thought based on TRUTH
- (3) A fostering of an appreciation of the cultural inheritance of the past and the understanding and acceptance of the highest moral and human values.
- (4) A special care to build up among staff and pupils, a true community based on Gospel values of freedom and love.
- (5) Pastoral care particularly for the less fortunate of Society to the extent that no Catholic girl is excluded from attendance because of economic reasons.

This spirit traditional to the educational establishments of the Congregation of New Zealand Dominican Sisters has been evident in the orientation of the programme of the School towards pastoral care in the human development of young people in an atmosphere of faith and service, according to the teachings of the Catholic Church.

  
SHE KERR  
DMH