

THIS DEED OF AGREEMENT is made the 12 day of September 1982, One thousand nine hundred and eighty-two (1982)

BETWEEN THE INSTITUTE DE NOTRE DAME DES MISSIONS 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. Joseph's Maori Girls' College, GREENMEADOWS**, (hereinafter referred to as "**the School**")
- B The School is a Roman Catholic Secondary Boarding School for Girls from Form Three (III) to Form Seven (VII) offering Education with a Special Character.
- C The School was established in 1867 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 Institute de Notre Dame des Missions (usually known as the Sisters of Our Lady of the Missions). The Sisters of Our Lady of the Missions 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, excluding the boarding establishment, is to be established as an integrated School.

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

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

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

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

- (a) The Proprietor is the owner of all the land and improvements more particularly described in the **First Schedule** hereto (hereinafter referred to as "**the Proprietor's land**") and of which for the purposes of this Deed of Agreement, the School premises form part only. The School premises for the purposes of this Deed of Agreement being the land and improvements more particularly described in the **Second Schedule** hereto (hereinafter referred to as "**the School premises**").
- (b) The Proprietor shall set apart and appropriate as owner all the School premises except the boarding establishment 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) The School premises and all the chattels and other assets associated with the School premises shall be available for use by the boarders (boarders are those pupils who attend the Proprietor's boarding establishment which is not part of the integrated School) for preparatory study and research or other similar use and recreational purposes during non-school time. **PROVIDED THAT** the Proprietor shall contribute to the lighting and heating costs according to such use.
- (ii) 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 or boarding purposes and the Board of Governors shall not unreasonably or arbitrarily withhold its consent. The Board of Governors may require the Proprietor or other person or persons to pay a reasonable fee to the Board of Governors as a condition of such use.
- (iii) With the consent of the Proprietor, the Board of Governors may grant the use of the School premises or chattels to other person or persons at any time when the School premises and chattels are not required for School or boarding 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 the Board of Governors as a condition of such use.
- (iv) The Board of Governors may with the consent of the Proprietor use for school purposes part or parts of the land and buildings and chattels retained by the Proprietor as the boarding establishment and the Proprietor shall not unreasonably or arbitrarily withhold its consent where the time of use does not conflict with the use of the same for boarding purposes and the use itself contributes to the maintenance of the Special Character of the School.

- (v) As at the effective date certain chattels used in conjunction with the School and not purchased with money appropriated by Parliament represent donations presentations or loans to the School and/or have some special intrinsic and/or historic value and it is acknowledged that such chattels shall remain the exclusive property or responsibility of the Proprietor notwithstanding that the Proprietor may continue to allow the School the use of them. Such chattels are more particularly described in the **Fourth Schedule** hereto (hereinafter referred to as "**the Proprietor's chattels**").
- (c) The Proprietor shall accept and meet the liability for all mortgages, liens and other charges upon the land and buildings comprising the School premises.
- (d) The Proprietor shall plan, pay for, and execute the improvements described in the **Third Schedule** hereto, to the School premises, so as to bring the School buildings and associated facilities forming part of the School premises up to the minimum standard for comparable State Schools prevailing at the effective date of this Deed of Agreement. Such improvements are to be carried out in accordance with the dates specified against such improvements in the **Third Schedule** hereto. The Proprietor shall upon completion of any improvements to the electrical services described in the **Third Schedule** hereto arrange for the local Electrical Supply Authority to inspect the School premises in terms of Regulation 45 of the Electrical Supply Regulations 1976.
- (e) The Proprietor shall plan, execute and pay for such capital works and associated facilities at the School as may be approved or required, from time to time, by the Minister pursuant to Section 40(2)(d) of the Private Schools Conditional Integration Act 1975.
- (f) The Proprietor may own or hold upon trust, and control and maintain, any land, buildings and associated facilities that, although not part of the integrated School premises in terms of this Deed of Agreement

are regarded by the Proprietor as appropriate to maintain the Special Character of the School.

- (g) The Proprietor shall insure all the buildings forming part of the School premises and the Proprietor's chattels (if any) owned or held upon trust for the purposes of the School and the other assets owned by the Proprietor for the purposes of the School against risks normally insured against, in some responsible insurance office in New Zealand, and further acknowledges the obligation on it created by Section 40(2)(h) of the Private Schools Conditional Integration Act 1975.
- (h) No person employed at the School and paid for his services in whole or in part out of moneys appropriated by Parliament, shall be paid by the Proprietor or its servants or agents any remuneration additional to that provided for by the Private Schools Conditional Integration Act 1975 or shall be granted or permitted any condition of service more favourable than that permitted in the case of a person employed in a comparable position in a State School PROVIDED HOWEVER that a teacher to whom the provisions of Section 71 of the Private Schools Conditional Integration Act 1975 apply, shall continue to be paid no less than the same salary, and be accorded the same status, as he received or was accorded on the day before the effective date of the integration of the School.
- (i) The Proprietor's adjoining boarding establishment is not being integrated and accordingly the Proprietor shall be entitled to pay to persons employed at the School who accept secondary employment with the Proprietor fair and reasonable remuneration for boarding duties and/or work in respect of the boarding establishment. In the case of the Principal the Proprietor shall also be entitled to pay fair and reasonable remuneration for the general supervision of the whole of the boarding establishment.

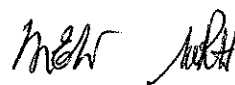
4. THE land and buildings constituting the School premises are subject to the mortgages, debts, liens, encumbrances, easements, licences, restrictions and other matters which affect the title to or enjoyment of the land and have the appurtenances or benefits attaching to the land more particularly described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

5. THE Special Character of the School is that it is a Roman Catholic Secondary School established principally but not exclusively for Maori girls in which the Maori language, culture and traditions are promoted and attached to which is a boarding establishment operated by the Proprietor as an essential element in the life of the School. The said School was established by the Roman Catholic Order of Women known as The Institute de Notre Dame des Missions for the Roman Catholic community of the Diocese of Palmerston North 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 Palmerston North.

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



- (a) Shall continue to have the responsibility to supervise the maintenance and preservation of the Education with a Special Character provided by the School;



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

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

- (i) One (1) member appointed by the Education Board of the Hawkes Bay Education District
 - (ii) One (1) member elected by the teachers of the School PROVIDED HOWEVER that no member so elected may be appointed a Chairman or Deputy Chairman of the Board.
 - (iii) Five (5) members elected by the parents of the pupils attending the School.
 - (iv) Four (4) members who shall be representatives of the Proprietor and appointed by it.
- (b) Any election conducted pursuant to Section 8(5) of the Private Schools Conditional Integration Act 1975 shall be conducted as nearly as possible in the manner prescribed by the Secondary School Boards Administration and Employment

Regulations 1965 and any regulations made in amendment thereof or substitution therefor and the provisions of those Regulations shall, with any necessary modification, be applied accordingly.

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

8. THE School had a roll of two hundred and twenty (220) pupils as at the 1st day of March, 1982, 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 two hundred and thirty-seven (237) pupils.

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

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

(b) In accordance with Section 7(6)(h) of the Private Schools Conditional Integration Act 1975 unless the Proprietor and the Regional Superintendent of Education otherwise agree and subject to places being available, the number of pupils

whose parents do not have a preference of enrolment at the School in accordance with the provisions of Section 29(1) of the Private Schools Conditional Integration Act 1975 shall be limited at all times to twelve (12) 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) Pupils who attend the Proprietor's boarding establishment shall be entitled to be enrolled at the School PROVIDED THAT a pupil who would not have preference of enrolment by virtue of these presents shall not have preference of enrolment by reason only of her attendance at the Proprietor's boarding establishment.
- (d) Wherever any difficulty arises related to enrolment at the school in terms of section 52 of the Private Schools Conditional Integration Act, 1975, it may be referred to the appropriate Secondary Enrolment Review Committee pursuant to the provisions of the said section.

11. IT is agreed by and between the parties hereto as follows:-

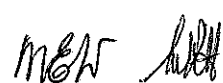
- (a) That as Religious observances and Religious instruction form part of the Education with a Special Character provided by the School, Religious observances and Religious instruction in accordance with the determination made from time to time by the Roman Catholic Bishop of the Diocese of Palmerston North shall continue to form part of the School programme in accordance with Sections 31 and 32 of the Private Schools Conditional Integration Act 1975, and
- (b) That Maori language, culture and traditions shall continue to form part of the general school programme in accordance with Section 31 of the Private Schools Conditional Integration Act 1975.

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

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

14. AN advertisement for the position of Principal of the School shall in accordance with Section 65(1)(a) of the Private Schools Conditional Integration Act 1975 state that a willingness and ability to take part in Religious instruction appropriate to the Special Character of the School and shall, provided that the Proprietor and the Controlling Authority agree, state that a willingness and ability to assume responsibility to the Proprietor for the daily control and administration of the Proprietor's boarding establishment and for the development and conduct of the boarding pupils shall be conditions of appointment and may state that a willingness and ability to assume responsibility to the Proprietor for the general supervision of the whole of the School property (excluding the integrated School premises for which the Principal is responsible to the Board of Governors) 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. AN advertisement for any teaching position at the integrated School other than that of Principal may state that the appointee will be expected to undertake under the employment of the Proprietor duties including

assistance with the control administration and supervision of the Proprietor's boarding establishment.

16. 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.

17. 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.

18. THE staffing entitlement of the School as at the 1st day of March one thousand nine hundred and eighty two (1982) was eleven decimal one zero (11.10) positions (excluding the Principal and Director of Religious Studies) of which there shall be four (4) 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. 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 the same proportion to the nearest whole number of the other teaching positions as four (4) is to eleven decimal one zero (11.10) as hereinbefore provided.

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

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. IT is agreed by and between the parties hereto that the Proprietor shall have the right at its sole discretion to refuse residential enrolment as a boarder to any child and shall have the right to require parents or other

persons accepting responsibility for any child to remove that child from the boarding establishment.

23. 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.

24. THE School is a Secondary Boarding School for Girls only from Form Three (III) to Form Seven (VII) 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.

25. WHERE any of the costs associated with the conduct of the Proprietor's land and buildings that are not part of the School premises cannot be separated from the costs associated with the operation of the School premises, the Proprietor and the Board of Governors shall contribute to such costs according to their respective use of the services and facilities.

26. IT is acknowledged by and between the parties hereto pursuant to **clause 25** 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 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 25** 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.

27. WITH the agreement of the Board of Governors the Proprietor may receive and issue receipts for the amounts payable to the Board of Governors by the parents of the pupils. Any moneys collected by the Proprietor on behalf of the Board of Governors shall be accounted for to the Board of Governors.

28. 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.

29. TO obviate the need to provide a sick bay, additional showers, toilets and hand basins within the integrated school premises as would be required for a State School, the Proprietor will make these available within the residential accommodation and the Minister shall share the cost of the maintenance of these facilities.

30. THE following variations from standard patterns of organisation are approved in respect of the school. A mid-term break is taken about the middle of each term but without prejudicing the number of teaching half days required in terms of the Education Act 1964 and without contravening the provisions of any regulations made thereunder. The School being a boarding school may subject to the aforesaid Act and regulations, open on

Waitangi Day, Anzac Day and Queen's Birthday when they fall within the School term.

31. 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.

32. 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 4th December 1980 to Archbishop Williams.

33. THE Minister shall subject to **clause 3(d)** and **(e)** and **clause 29** of this Deed of Agreement after the effective date hereof maintain the School premises and the associated facilities in a state of repair order and condition as for a comparable State School and subject to **clause 3(b)(v)** hereof provide for the maintenance of the chattels as though the School were a State School.


PROVIDED THAT the Proprietor and the Minister shall share in the costs of maintaining the roof and exterior of each of the buildings described as Blocks E and F on the plan forming part of the **Second Schedule** hereto to the standard required for a comparable State School in the following proportion: The proportion of the floor area of the non-integrated part to the floor area of the integrated part of each building respectively.

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

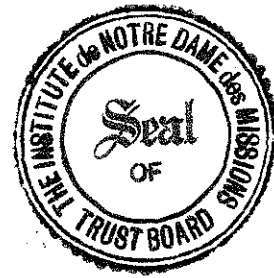
34. THE effective date of this Deed of Agreement shall be the 13th day of September One thousand nine hundred and eighty two (1982)

35. 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.


MBW MBH

THE COMMON SEAL of THE)
INSTITUTE DE NOTRE DAME DES)
MISSIONS TRUST BOARD was hereunto)
affixed by and in the presence of:-)



Hubert Holderness Trustee
(Provincial Superior) 4.9.82

Mary E. Williams Trustee
(Provincial Councillor) 4.9.82

Mary Benedict McGarry (Witness)
Provincial Secretary

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

M. J. Fokler
12 Hothia Road
Wellington, 3.
(Private Secretary)

FIRST SCHEDULE

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


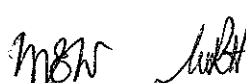
The Proprietor's Land

All that land, buildings and other improvements owned by the Institute de Notre Dame des Missions Trust Board situate in Osier Road, Greenmeadows, Napier, being known as **St. Joseph's Maori Girls' College, Greenmeadows**, and being more particularly described as follows:-

FIRST, All that parcel of land containing 3.35 hectares more or less situate in the City of Napier being Lot 16 and part Lots 14 and 15 Deeds Plan 193 being part Suburban Section 44 and 45 Meeanee being all the land in Certificate of Title Volume C2 Folio 149 (Hawke's Bay Registry), limited as to parcels

SUBJECT TO: Mortgage No. 267473 to the Housing Corporation of New Zealand.

SECOND, All that parcel of land containing 7557 square metres more or less situate in the City of Napier being Lot 1 on Deposited Plan No. 9681 which said parcel of land comprises portion of Suburban Section 45 Meeanee, and being all the land in Certificate of Title Volume 176 Folio 27 (Hawke's Bay Registry)






SECOND SCHEDULE

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

The School Premises:

All that part of the Proprietor's land as described in the **First Schedule** hereto, delineated in red on the annexed plan of the Proprietor's land, which forms part of this Schedule, TOGETHER WITH all the School buildings and other improvements thereon SAVE AND EXCEPT certain portions of those buildings namely the first floor of Block E and the first floor of Block F shown on the said site plan herewith and those parts of the ground floor of the said Block E designated Rooms 76, 78, 79, 80 and 81 and more particularly delineated on Drawing No. E/S 07704 annexed to the **Fourth Schedule.**


M.E.N. 

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

AGREED PHASING OF WORK TO BE COMPLETED BY

	13.9.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
SITE						
Access Roads and Sealed Areas						
Spray for weeds and patch seal along front entrance driveway		x				
Dig out and reseal broken up asphalt on south end of driveway		x				
Patch seal around tree on east site of tennis course by carpark area		x				
Tennis Courts						
Spray for weeds and patch seal where broken up around edges of court		x				
Pour concrete nib wall and provide fixing for bottom tie wire		x				
Provide 4 external pipe bracings to north end of court netting		x				
Extend netting on either side of courts to fill in gap and provide access gate one on each site		x				
Fill in opening and provide gate in south end of netting		x				

SITE

Access Roads and Sealed Areas

Spray for weeds and patch seal along front entrance driveway

Dig out and reseal broken up asphalt on south end of driveway

Patch seal around tree on east site of tennis course by carpark area

Tennis Courts

Spray for weeds and patch seal where broken up around edges of court

Pour concrete nib wall and provide fixing for bottom tie wire

Provide 4 external pipe bracings to north end of court netting

Extend netting on either side of courts to fill in gap and provide access gate one on each site

Fill in opening and provide gate in south end of netting

13.9.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
SITE cont'd					
Hard Concrete Surfaces					
Replace concrete path on north side of chapel					
Replace four sections of concrete path from chapel to tennis courts					
Replace concrete path in front of Block E	x	x			
Boundary Fences					
Provide a fence to Departmental requirements on eastern boundary in vicinity of adjoining property owners glass house	x				
Provide a board fence to Departmental requirements on southern boundary to replace broken down post and wire fence in vicinity of adjoining property	x				
Provide a corrugated iron fence along part of southern boundary to match existing iron fence extending along the eastern boundary	x				
Straighten posts, restrain wires and refix battens along south end of eastern boundary	x				
Replace broken posts, restrain wires and renail battens along the south boundary	x				
Realign boundary of site to be integrated from southern boundary extending to swimming pool along south and west sides of pool terminating at Block E	x				
Grassed Playing Areas					
Spray all areas for weeds, fill depressions with top soil and top dress with fertilizer	x				
Stormwater Drains					
Clean out all stormwater drains around site	x				
BLOCK A					
EXTERIOR					
Cut roofing iron back and provide fascia, spouting soffitt, barge boards and roof cappings	x				
Repaint exterior roof, doors and walls	x				
INTERIOR					
Replace broken coat hook board	x				
Replace 8 broken coat hooks	x				

Carry out overha
BLOCK E
EXTERIOR
Renew spouting c
Paint spouting e

BLOCK E cont'd	13.9.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
INTERIOR						
Area 69						
Replace rusted zip heater		x				
Refit four window catches		x				
Replace one broken light shade		x				
Replace two panels of decorative wall board on south side (damaged)		x				
Area 70						
Refit four window catches		x				
Replace light bulb		x				
Area 71						
Fit five extra window catches		x				
Area 73						
Paint vitraglaze lining where surface lifting		x				
Area 74						
Refit window catches		x				
Area 85						
Sand and reseal floor in hall				x		
Restain entrance doors		x				
BLOCK E GROUND FLOOR						
ELECTRICAL						
Areas 58 and 59						
Install chalkboard luminaire in both areas		x				
Areas 62 and 75						
Replace rewirable fuses in switchboard with MCB's. Install earth busbars		x				
Insulate bare ECC.		x				
Provide chalkboard luminaire to area 75		x				
Area 84						
Provide lighting at egress on stairway		x				

13.9.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<u>BLOCK E GROUND FLOOR cont'd</u>					
<u>ELECTRICAL cont'd</u>					
<u>Area 85</u>					
Replace rewirable fuses in switchboard with MCB's. Install earth busbar. Insulate bare earth continuity conductor.	x				
<u>Areas 86 and 87</u>					
Replace brass light switch in each area					
<u>MECHANICAL</u>					
Replace corroded radiator connectors	x				
<u>FIRE PROTECTION</u>					
<u>Means of Egress</u>					
Replace lock on side exit door to area 85 with a type that can be opened from the inside without the use of keys	x				
<u>Linings</u>					
Treat all ceiling and wall linings with fire retardant paint approved by MWD and applied in accordance with manufacturer's specifications			x		
<u>General</u>					
Provide heat detector in switchboard enclosure in area 82	x				
<u>BLOCK F</u>					
<u>EXTERIOR</u>					
Repaint timber joinery				x	
Repair plaster corner at north east corner	x				
Tighten stair treads on north east corner	x				
Refit trapdoor at east end of block	x				
<u>INTERIOR</u>					
<u>Area 60</u>					
Repaper north wall of area	x				
<u>Area 62</u>					
Replace light fitting and shade	x				

BLOCK F cont'd	13.9.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
ELECTRICAL Area 67 Replace rewirable fuses in switchboard with MCB's		x				
MECHANICAL Replace corroded radiator connections FIRE PROTECTION Means of Egress Provide alternative egress from area 59 Remove kerosene heaters	x x	x				
BLOCK G EXTERIOR Repaint above split stone dado (half cost to be met by department) Replace door and hardware on west end Fill in bricks under door at west end of building Tighten down rails and repaint roof (half cost to be met by department)				x x x x		
INTERIOR Replace 2 ply panels at back of stage Overlay floor with 20mm high density particle board and seal with three coats of polyurethane FIRE PROTECTION Egress Fit a panic bolt to the east exit door from main hall Install standard EXIT signs for the north, east and stage exit doors from the hall Linings Treat wall and ceiling linings of areas 30 and 33 with fire retardant paint approved by MWD and applied in accordance with manufacturer's specifications	x x			x x x x x x		x

BLOCK H	13.9.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
EXTERIOR						
Repaint window sills on ground floor						
Repair downpipe footing		x	x			
INTERIOR						
Area 1						
Paint south wall of room		x				
Area 4						
Revarnish door where water stained		x				
Area 5						
Patch door where handle removed		x				
Box in surface wiring		x				
Area 6						
Patch carpet at joint where frayed		x				
Renew georgian wiredglass panel		x				
Area 7						
Renew georgian wiredglass panel in exterior door		x				
Area 8						
Repair aluminium fire door on east side		x				
Replace two broken panes of georgian wired glass		x				
Ease sliding chalkboard		x				
Area 11						
Repair striking plate		x				
Area 15						
Repair hole at right hand corner of door		x				
Area 39						
Paint wooden handrails			x			

BLOCK H	13.9.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
INTERIOR cont'd Areas 43 and 45 Paint handrails to stairs and landing Replaster structural crack in landing		x	x			
Area 48 Paint wooden treads and handrails			x			
Area 51 Provide vinyl to floor		x				
ELECTRICAL Areas 2, 10 and 26 Replace rewirable fuses in switchboards with miniature circuit breakers in each area		x				
Areas 1, 5, 38, 44, 46, 47 and 52 Install a luminaire above chalkboard in each area		x				
Areas 24 and 27 Repair switchsocket outlet Provide CBEL unit for demonstration bench		x x				
MECHANICAL Upgrading heating in all areas to state school standards		x				
FIRE PROTECTION Means of Egress Remove locks from doors between areas 24, 25 and 27 to provide alternative egress from classrooms	x					
Fire Equipment Install a 3kg CO ₂ fire extinguisher in areas 24 and 27 Install a fire hose reel with 25 m of 12mm hose in area 9 adjacent to division wall between areas 6 and 7 Replace ceiling and wall linings with 1/2 hr fire resistant rated material in areas 24 and 27		x x				

NEW

	13.9.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<u>BLOCK I</u> EXTERIOR Fit cover to gully traps on east side Provide door stops to all outside doors FIRE PROTECTION Fit neon indicatorsto power outlets in area 37		x x x				
<u>BLOCK J</u> EXTERIOR Seal bottoms of PVC downpipes to stormwater drains Paint iron roof with primer and finishing coats INTERIOR Area 92 Provide centre supports to open shelving <u>ELECTRICAL GENERAL</u> Provide a separate meter to record power consumption of non integrated areas Replace main switchboard with metal clad modular unit Replace VIR wiring throughout electrical system with new wiring and insulate all bare earth continuity conductors		x x x x				
<u>MECHANICAL GENERAL</u> Replace all missing radiator wall brackets Replace all missing panel heater wall fixings Replace all missing panel heater front covers <u>FIRE PROTECTION GENERAL</u> Install a low voltage fail safe manual fire alarm/class change system with call points and bells which are audible throughout the school. Label each call point to show it is for school use and separate from the convent fire alarm system	x	x x x x x x				

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FURNITURE AND EQUIPMENT

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

Art and craft room (area 75)
Physical education equipment
Typing room (area 58)
Music room (area 15)
Geography storeroom (area 65)
Science laboratories (areas 24, 25 and 27)
Classroom Nos 6, 15 and 38
Library workroom (area 35)
Library (area 36)
Clothing room (area 37)

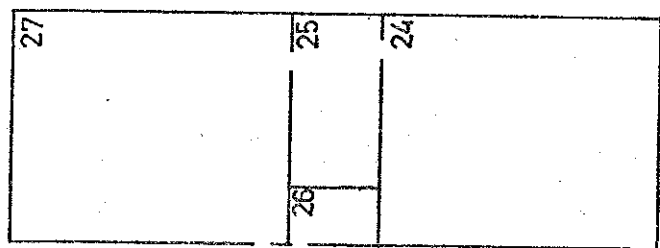
BUILDING REQUIREMENTS

Provide the following facilities by new construction or remodelling:

Library (including workroom)	175m ²
Art and craft room	105m ²
Art and craft store	21m ²
Art and craft project room	19m ²
Kiln shed	9m ²
Bulk chemistry store	17m ²
Typing room	79m ²
Typing store	4.5m ²
Gymnasium	334m ²
PE Store	12.5m ²
Clothing store	10m ²
Gym store	19m ²
PE Changing rooms	40m ²
POD/PR rooms	3 x 7.5m ²
Staffroom	56m ²
Staff rest room	4.5m ²
Bookroom	23m ²
Caretaker's room	7m ²

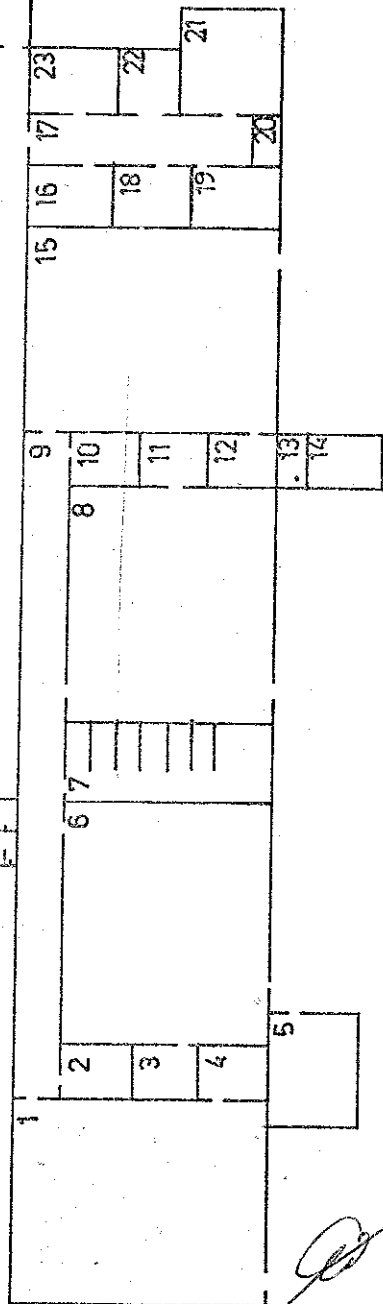
BUILDING REQUIREMENTS cont'd	13.9.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
	Resource store 1 STDU for female staff toilet 1 shower for male staff, 1 shower for female staff	x		x x		

MEN. 



BLOCK H GROUND FLOOR			
ROOM	AREA	ROOM	AREA
1 CLASSROOM	80m ²	15 CLASSROOM	60.0m ²
2 STORE	5.6m ²	16 RESOURCE	7.90m ²
3 STORE	5.6m ²	17 CORRIDOR	9.6m ²
4 STORE	5.6m ²	18 MUSIC PRACTICE	7.0m ²
5 STORE	12.6m ²	19 MUSIC PRACTICE	15.2m ²
6 CLASSROOM	77.08m ²	20 MUSIC PRACTICE	5.73m ²
7 TOILETS	75.2m ²	21 MUSIC PRACTICE	9.64m ²
8 CLASSROOM	5.6m ²	22 MUSIC PRACTICE	99.0m ²
9 CORRIDOR	5.6m ²	23 LABORATORY	25.2m ²
10 STORE	5.6m ²	24 LABORATORY	97.2m ²
11 STORE	5.6m ²	25 LABORATORY	100m ²
12 STORE	5.6m ²	26 LABORATORY	97.2m ²
13 LANDING		27 LABORATORY	97.2m ²
14 STAIRS			

TOTAL AREA = 578.3 m²

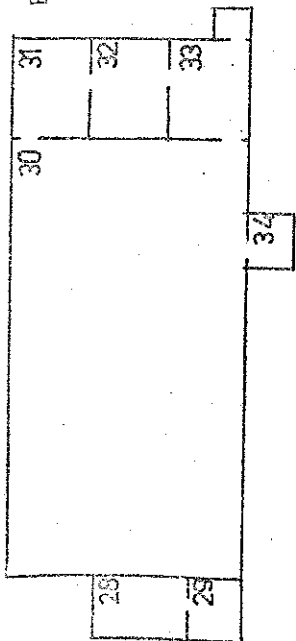


DEPARTMENT OF EDUCATION
buildings division: integration of private schools
School: ST JOSEPHS MGC GREENMEADOWS.



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Revision	15 JANUARY 1981	Drawn:	888 muf
	21 JANUARY 1982		

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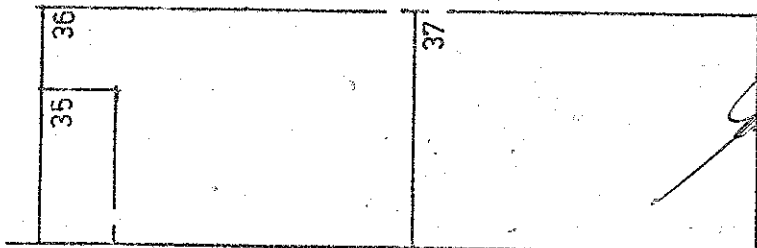


BLOCK G
ENTRANCE FOYER
29 STAGE 158.24m²
30 HALL 12.0m²
31 STORE 12.0m²
32 STORE 12.0m²
33 STORE 12.0m²
34 ENTRANCE FOYER

TOTAL AREA = 212.9m²

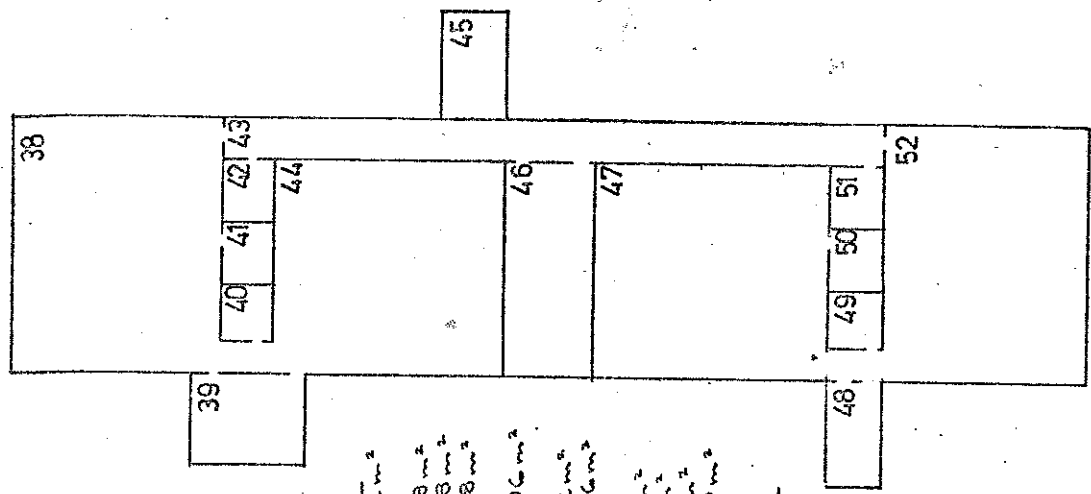
<u>BLOCK H FIRST FLOOR</u>	
ROOM	AREA
38 CLASSROOM	67.2m ²
39 STORE	4.08m ²
40 STORE	4.08m ²
41 STORE	4.08m ²
42 STORE	4.08m ²
43 CORRIDOR	
44 CLASSROOM	78.96m ²
45 STAIRS	
46 REMEDIAL STUDIES	22.2m ²
47 CLASSROOM	78.96m ²
48 LANDING & STAIRS	
49 STORE	4.8m ²
50 STORE	4.8m ²
51 STORE	4.8m ²
52 CLASSROOM	82.0m ²

TOTAL AREA = 488.9m²



BLOCK I
35 LIBRARY WORK ROOM 18.0m²
36 LIBRARY 12.0m²
37 CLOTHING 12.0m²

TOTAL AREA = 265.1m²



DEPARTMENT OF EDUCATION
buildings division: integration of private schools
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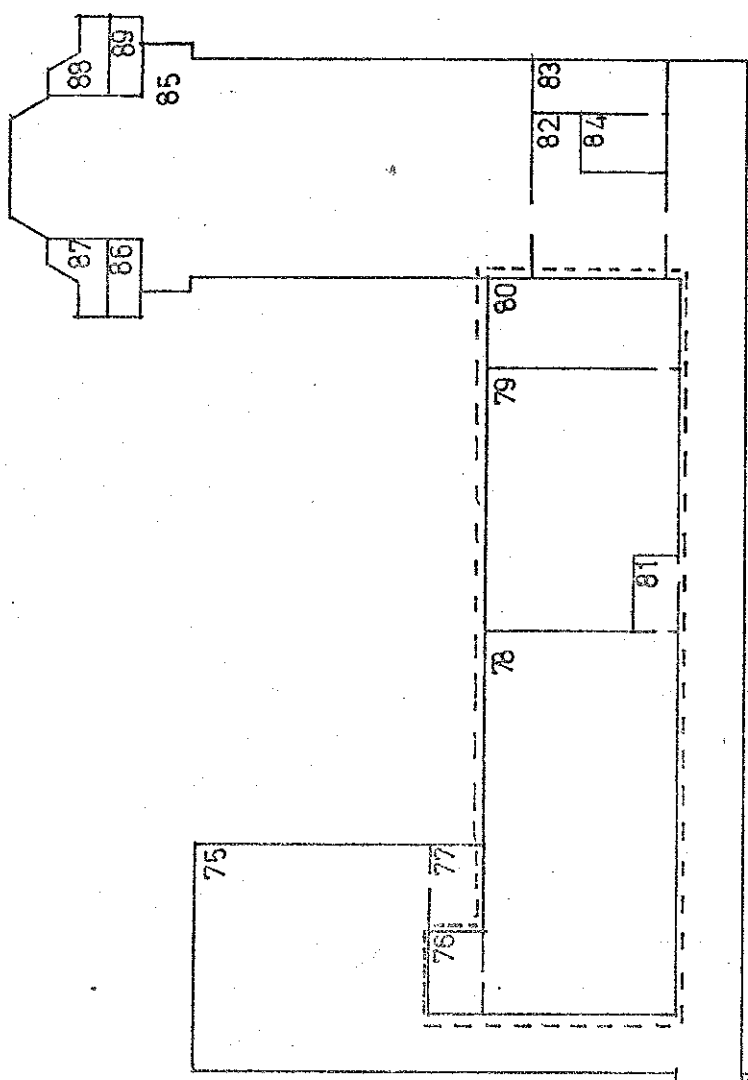
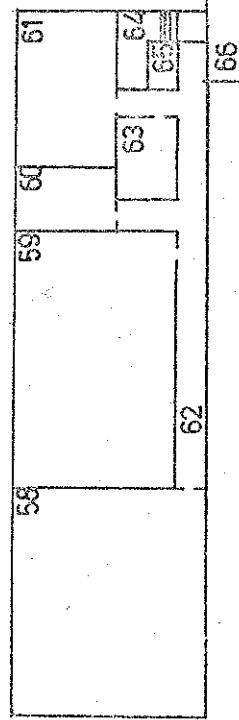


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Scale: 1 300
Date: 13 July 1979
Revision: 6 JANUARY 1981
21 JANUARY 1982
Drawn: *see map*

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ROOM	AREA
58 TYPING	70.2m ²
59 CLASSROOM	66.1m ²
60 DUPLICATION	9.6m ²
61 WORKROOM	22.3m ²
62 CORRIDOR	9.0m ²
63 TUCKSHOP	
64 STAIRS	
65 RESOURCE	

TOTAL AREA = 209.7m²



* NON INTEGRATING

ROOM	AREA	BLOCK E	ROOM	AREA
66 CORRIDOR	9.28m ²		*78 COMMON ROOM	114m ²
67 RESOURCE			*79 SEN. STUDIES	71.5m ²
68 FOYER			*80 SEN. TEA ROOM	24.32m ²
69 KITCHEN	10.26m ²		*81 LOBBY	25.2m ²
70 STAFF ROOM	39.4m ²		82 FOYER	11.88m ²
71 SECRETARY	16.56m ²		83 SICK ROOM	
72 FOYER			84 STAIRS	
73 TOILET			85 RECREATION	167.0m ²
74 PRINCIPAL	11.7m ²		86 STORE	3.19m ²
75 ART	81m ²		87 STORE	5.40m ²
*76 STORE	6.9m ²		88 STORE	5.40m ²
77 STORE	6.9m ²		89 STORE	3.19m ²

TOTAL AREA = 614.7m²

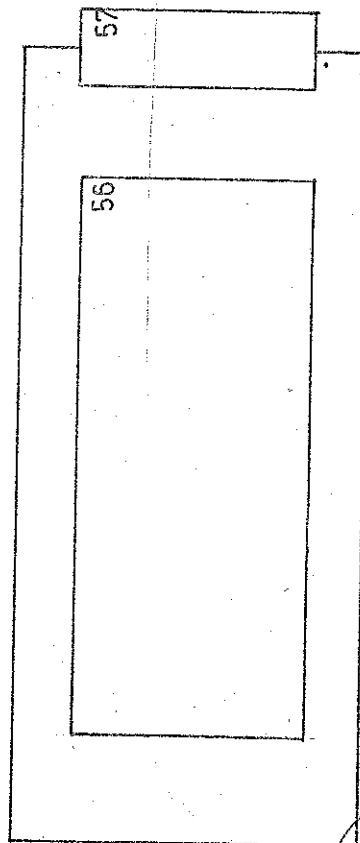
MEH

DEPARTMENT OF EDUCATION
buildings division: integration of private schools
School: ST JOSEPHS MGC GREENMEADOWS

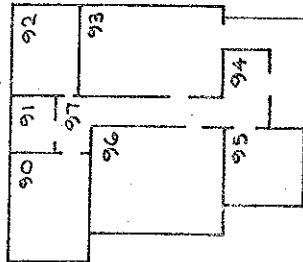
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Date:	16 July 1979		
Revision	7 JANUARY 1981	Drawn:	LES
	21 JANUARY 1982		MAY



BLOCK A	
ROOM	AREA
54 CHANGING	15.13m ²
55 CHANGING	15.13m ²
TOTAL AREA = 31.45m ²	



BLOCK B	
ROOM	AREA
56 SWIMMING POOL	194.7m ²
57 FILTER SHED	27m ²



BLOCK J	
ROOM	AREA
90 DEPUTY PRINCIPAL	12.0m ²
91 TOILET	8.75m ²
92 STORE	19.25m ²
93 SECRETARY	9.0m ²
94 ENTRANCE FOYER	20.0m ²
95 RECEPTION	
96 PRINCIPAL	
97 CORRIDOR	

TOTAL AREA = 97.75m²

MEW

DEPARTMENT OF EDUCATION
buildings division: integration of private schools
School: ST JOSEPHS MGC GREENMEADOWS

Drawing No:	Scale:
EIS 077 05	1:300
Date:	
16 July 1979	
Revision	Drawn:
7 JANUARY 1981	

FOURTH SCHEDULE

All those chattels of the Proprietor which in terms of clause 3(b)(v) of this Deed of Agreement represent donations, presentations or loans to the School and/or have some special intrinsic and/or historic value to the school and which chattels shall remain the exclusive property and responsibility of the Proprietor as herein provided and being particularly described as follows:-

1. Concert Party Costumes, 39 sets, each set is comprised of:-
 - 1 pare taniko woven
 - 1 piupiu, flax
 - 1 pendant bone carved
 - 1 tipare, woven
2. Carvings:
 - 2 poupou and 2 lintel of totara wood, carved, attached to the door opening off the foyer to the hall.



FIFTH SCHEDULE

Resume of the Historical and Traditional Connections Between the Order and the School - St. Joseph's Maori Girls' College, Greenmeadows.

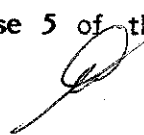
St. Joseph's Maori Girls' College was established in Napier in 1867 by the Roman Catholic Religious Order of Women known as the Sisters of Our Lady of the Missions. The School, which was founded for the Christian education of Maori girls, was originally sited on Bluff Hill, Napier, alongside Sacred Heart College, Napier. Members of the Order have been teaching in the School since it was established. In 1935 the School shifted to the existing site in Osier Road, Greenmeadows.

Because of its connections with the Order, the School is distinguished by the traditional spirit of the Order. This traditional spirit is manifested in:

- (1) A special care to build up among the staff and pupils a true community based on the Gospel values of freedom and love.
- (2) A fostering of the contemplative dimension of life where the pursuit of human culture is related to faith in Jesus Christ.
- (3) An active concern to improve the lot of those oppressed by ignorance, poverty or injustice.
- (4) An openness to learn from other cultures and a willingness to work towards mutual understanding in the universal search for truth.

This spirit traditional to the educational establishments of the Order of the Sisters of Our Lady of the Missions is evident in the orientation of the programme of the School, in the relationships established among staff, pupils and parents and even in its physical environment.

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


MBW JWH