

THIS DEED OF AGREEMENT is made the 11th day of
November One thousand nine hundred and eighty-two (1982)

BETWEEN THE SISTERS OF MERCY (ROMAN CATHOLIC DIOCESE OF
AUCKLAND) 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. Mary's College, AUCKLAND**,
(hereinafter referred to as "the School")
- B The School is a Roman Catholic Secondary Day and Boarding School
for girls only from Form Three (III) to Form Seven (VII) with an
attached Intermediate Department offering Education with a Special
Character.
- C The School was established in 1864 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 Sisters of
Mercy. These Sisters bring to the School the special characteristics
of their Order as are more particularly described in the **Sixth
Schedule** hereto. The said Order will continue after the effective
date of integration to offer teaching staff to the School, so long as it
has members available for that purpose.
- D The Minister and the Proprietor have agreed to enter into this Deed
of Agreement pursuant to the Private Schools Conditional Integration
Act 1975, whereby the School is to be established as an integrated
School.

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

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

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

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

- (a) The Proprietor is the owner of all the land and improvements more particularly described in the **First Schedule** hereto (hereinafter referred to as "**the Proprietor's land**") and of which for the purposes of this Deed of Agreement, the School premises form part only. The School premises for the purposes of this Deed of Agreement being the land and improvements more particularly described in the **Second Schedule** hereto (hereinafter referred to as "**the School premises**").
- (b) The Proprietor shall set apart and appropriate as owner all the School premises 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 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 School for girls only established by the Roman Catholic Religious Order of Women known as the Sisters of Mercy 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 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 Auckland 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.

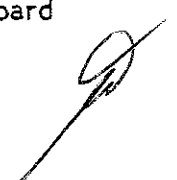
8. THE School had a roll of three hundred and fifty seven (357) pupils made up of thirty eight (38) boarders and three hundred and nineteen (319) day pupils in Forms III - VII at the 1st day of March 1982, and seventy nine (79) day pupils in Forms I - II at the 1st day of July 1982, both dates being

the year when the roll figures were last compiled. It is agreed by and between the parties hereto that the maximum roll of the School shall be four hundred and forty five (445) pupils made up of a maximum of three hundred and sixty five (365) pupils in Forms III - VII and a maximum of eighty (80) Forms I-II pupils.

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

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

(b) In accordance with Section 7(6)(h) of the Private Schools Conditional Integration Act 1975 unless the Proprietor and the Regional Superintendent of Education otherwise agree and subject to places being available, the number of pupils whose parents do not have a preference of enrolment at the School in accordance with the provisions of Section 29(1) of the Private Schools Conditional Integration Act 1975 shall be limited at all times to twenty two (22) 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


C. M. O'N.
L. G. K.

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

19. **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 two (1982) was seventeen decimal six four (17.64) 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 in the same proportion to the nearest whole number of the other teaching positions as seven (7) is to seventeen decimal six four (17.64) as hereinbefore provided.

20. 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.

21. 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.

22. 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.

23. **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.

24. **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.

25. **THE** School is a Secondary Day and Boarding school for girls only from Form Three (III) to Form Seven (VII) with an attached Intermediate Department 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.

26. **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.

27. **IT** is acknowledged by and between the parties hereto pursuant to **clause 26** 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 shared access driveway from New Street shaded in yellow on the plan forming part of the **Second Schedule** hereto, 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 26** 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.

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

29. 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.

30. THE Proprietor agrees to make available Block D more particularly delineated on the plan forming part of the **Second Schedule** hereto for the use of the school.

31. THE Proprietor agrees to maintain Block D more particularly described in **clause 30** so as to meet Department of Education and Ministry of Works and Development requirements during the period of their use by the School. The Controlling Authority shall be responsible for the running or operating

costs associated with the use of the said Block D in particular the power supply, water, sewerage, drainage and cleaning costs.

32. THE Minister shall not be responsible for any damage or cost caused by or connected with the bank extending along the south-east boundary of the School premises unless such damage is due to the negligence of the Minister, the Controlling Authority or their agents.

33. AFTER the demolition of Block J more particularly shown on the site plan forming part of the **Second Schedule** hereto and prior to construction commencing on that land the Minister and the Proprietor may enter into a supplementary deed of agreement to integrate that land.

34. 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.

35. 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.

36. THE Minister shall subject to **clause 3(d) and (e), clause 28, clause 31 and clause 32** of this Deed of Agreement after the effective date hereof maintain the School premises and the associated facilities in a state of

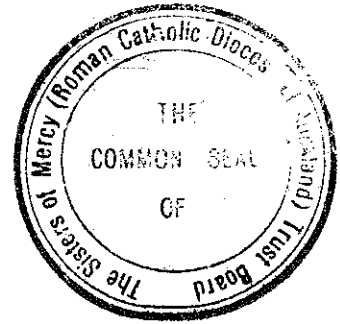
repair order and condition as for a comparable State School and subject to **clause 3(b)(v)** provide for the maintenance of the chattels as though the School were a State School. The School shall be entitled to such furniture and equipment as the Minister supplies from time to time to comparable State Schools.

37. THE effective date of this Deed of Agreement shall be the 17th day of November One thousand nine hundred and eighty two (1982)

38. 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.

THE COMMON SEAL of THE SISTERS
OF MERCY (ROMAN CATHOLIC)
DIOCESE OF AUCKLAND) TRUST)
BOARD was hereunto affixed by and in)
the presence of:-)



C. M. O'Neill

Trustee (Superior General)

L. L. Kinsella

Trustee Assistant Superior,

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

M. J. Fokker
12 Hahira Road
Hataetai, Wellington.
(Private Secretary)

C. M. O'Neill
C. C. K.

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 Sisters of Mercy (Roman Catholic Diocese of Auckland) Trust Board situate in New Street, Ponsonby, Auckland, being known as **St. Mary's Convent and College** and being more particularly described as follows and delineated in green on the plan forming part of the **Second Schedule** hereto.

All that parcel of land containing 5.7263 hectares more or less situated in the City of Auckland being part of Allotments 14 and 17 of Section 8 of the Suburbs of Auckland part of the said parcel of land being also Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 Deeds Plan No. 78 Blue Certificate of Title Volume 525 Folio 274 (Auckland Registry).

This title is limited as to parcels.

SUBJECT TO:

A mortgage to the Housing Corporation of New Zealand No. 457822.9 - 1.8.1977.

There is a debt owing by the Proprietor to the Sisters of Mercy Development Fund.



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 Block D, Block R, Block S and Block J and the land immediately surrounding the same more particularly delineated in blue on the annexed plan TOGETHER WITH a reservation in favour of those excepted portions of full rights of access inter se and of ingress and egress to and from Waitemata Street and New Street, Ponsonby.

ST MARY'S COLLEGE, PONSONBY

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

AGREED PHASING OF WORK TO BE COMPLETED BY

SITE	17.11.82	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
SOUTHEAST BOUNDARY						
Tidy up along fence line		x				
EASTERN BOUNDARY						
Provide 42 metres of retaining crib wall and fence		x				
Reseal lower tennis and netball courts			x			
Rebuild retaining wall at lower courts			x			
Reseal court 4		x				
Repair lower court fence		x				
SWIMMING POOL						
Investigate cubicle hold downs and repair where necessary		x				
Seal cracks at 3 corners of pool		x				
Repair rear diving board fixings		x				
INCINERATOR						
Provide new flue and fire door		x				
BLOCK A						
Exterior						
Provide overflow slots to gutters						
Structural						
Lower floor						
Replace or secure glazing						
Brace roof plane of canopy						
Provide additional brick ties			x			
Upper floor						
Secure trusses to the wall plates						

x
x
x

C.M.O.M.
L.L.R.

C. M. O. N.
C. L. H.

AGREED PHASING OF WORK TO BE COMPLETED BY

-22-

BLOCK B Contd

17.11.82	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
Area 23					
Repair vinyl skirting	x				
Redecorate interior		x			
Area 24					
Repaint, including laboratory benches	x				
Area 25					
Repaint interior	x				
Area 26					
Repair hole in ceiling	x				
Repaint interior	x				
Area 27					
Refix joints to floor coverings	x				
Repaint interior	x				
Area 28					
Repaint interior		x			
Area 29					
Repaint interior including north wall benches	x				
Areas 30 and 31					
Repaint interiors	x				
Linkways 12 and 22					
Provide new roofing with falls to prevent water ingress to 'B' Block	x				
Redecorate exterior- interior with a waterproof paint system	x				
Structural					
Secure block partitioning to Ministry of Works and Development standards					
Mechanical					
Areas 13, 21, 22, 24, 27 and 29					
Upgrade heating to state school standards					
Electrical					
Areas 1 and 2					
Replace failed lamps	x				
Area 10					
Provide label to all isolating switches serving fixed wired outlets to identify item served					
Upgrade lighting to state school standards	x				
Area 11					
Upgrade lighting to state school standards					
Area 21					
Fit double socket outlets in place of single outlets on outside wall	x				

C.M.O.M.
L.B.X.

	17.11.82	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<p><u>BLOCK B Contd</u></p> <p>Upgrade lighting to state school standards Area 23, 24 and 29</p> <p>Fit permanent circuit schedules to distribution board</p> <p>Upgrade lighting to state school standards</p> <p><u>Fire Protection</u></p> <p><u>Egress</u></p> <p>Remove all lock sets on the communicating doors on the ground and first floors and install latch sets which cannot be locked</p> <p><u>Egress</u></p> <p>Replace the plain glass panel in the door at the foot of the basement stairs with wired glass and remove the keyed lock and fit a latch set</p> <p>Remove the lock set on the door into the basement from area 13 at the foot of the stairs and install a latch set</p> <p><u>Fire Equipment</u></p> <p>Install a 3 kg CO² extinguisher in area 25</p> <p>Provide hose reel coverage throughout the block</p>	<p>x</p> <p>x</p> <p>x</p>	<p>x</p> <p>x x</p>			<p>x</p> <p>x</p>	
<p><u>BLOCK C</u></p> <p><u>Exterior</u></p> <p>Provide extra overflow slots to gutter</p> <p><u>Interior</u></p> <p><u>Area 8</u></p> <p>Check and fix two light fittings</p> <p>Area 27</p> <p>Ease door between rooms 27-35</p> <p>Area 37</p> <p>Repair carpet at column adjacent entry door</p> <p>Area 47</p> <p>Tidy up burnmark to cupboard. Repair PVC waste pipe</p> <p><u>Structural</u></p> <p>Investigate securing of brick veneer, replacement of veneer timber backing at high level and structural upgrading to Ministry of Works and Development standards</p>		<p>x</p> <p>x</p> <p>x</p> <p>x</p> <p>x</p> <p>x</p>				<p>x</p>

AGREED PHASING OF WORK TO BE COMPLETED BY

BLOCK C ContdElectrical

Area 8

Replace failed lamps

Area 6

Repair light

Complete installations of conduits

Area 43 and 36

Provide additional light outlet.

Area 41 and 32

Fix terminals in ELV junction box. Label circuits
and fix cover hinges and catchBLOCK DStructuralDemolishFire ProtectionInstall locks of a type that can be opened
from the inside without the use of keys,

on all exit doors

Resite 10 litre water CO² from storage area to
locker area 1 and mount on a wall bracketBLOCK EExteriorRepaint whole exterior

Reglaze sash area 1 westside

Replace louvre blade area 3 eastside

Renew door to meterbox area 3

Interior

Areas 1, 2 and 3

Paint interiors and lobby area

Structural

Secure link structure to Block F

Mechanical

Areas 1, 2 and 3

Upgrade heating to state school standards

17.11.82 31.3.84 31.3.85 31.3.86 31.3.87 31.3.88

x

x

x

x

x

x

x

x

x

x

x

x

x

x

C.M.O.N.
C.C.K.

AGREED PHASING OF WORK TO BE COMPLETED BY

	17.11.82	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>BLOCK E Contd</u> <u>Electrical</u> Replace or repair with metal clad cabinet including additional circuits and controls for space heating, the distribution board facing lobby area Areas 1, 2 and 3 Upgrade lighting to state school standards <u>Fire Protection</u> <u>Fire Equipment</u> Install a hose reel with 25m of 12mm hose to cover Blocks E and F Replace broken fire alarm call box in Block E	x	x			x	x
<u>BLOCK F</u> <u>Exterior</u> Replace sheet asbestos cement south side Provide overflow slots to spouting Repaint exterior <u>Interior</u> Sand and seal particle board floor Repair wall lining under blackboard Provide door closer Repaint interior <u>Mechanical</u> Upgrade heating to state school standards Install guard over electric tubular heater by coat cupboard		x x	x	x	x	x
<u>BLOCK G</u> <u>Exterior</u> Clean spouting, check and repair leaks Repair hole in asbestos cement outside area 10 Reglaze sash at entrance to area 11 and repair door Seal off water ingress to area 11 and provide stormwater drainage and sump <u>Interior</u> Area 4 Repaint interior (half cost to be met by department)		x x x	x			x

C.M.O.N.
K.L.X.

x

AGREED PHASING OF WORK TO BE COMPLETED BY

17.11.82	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
BLOCK G Contd					
Area 5 and 6					
Repaint interiors (half cost to be met by department)					
Install door closers					
Area 7	x				x
Repaint interior (half cost to be met by department)					
Area 10					x
Close in upstand to stainless steel tubs					
Repaint interior (half cost to be met by department)	x				x
Area 11 and 13					
Repaint interiors (half cost to be met by department)					x
Structural					
Provide bracing in the lower floor					
Mechanical					
Upgrade heating to state school standards			x		
Electrical					
Areas 4, 6 and 10					
Upgrade lighting to state school standards				x	
Area 11					
Install new light outlets and upgrade lighting to state school standards				x	
Distribution Board					
Add circuits for controlled space heating				x	
Fire Protection					
Egress					
Provide alternative means of egress from areas 4 and 6	x				
Remove equipment clear of alternative egress door and install approved lock set	x				
Fire Equipment					
Install two hose reels with 25m of 12mm hose to cover Block G					
Linings					
Line ceilings in areas 10 and 11 with half hour FRR material	x		x		

AGREED PHASING OF WORK TO BE COMPLETED BY

17.11.82	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
BLOCK H					
Exterior					
Clean and seal cracks in pool					
Replace rear fixing to diving board					
Replace louvre blades in areas 5 and 6	x				
Repair basement door south east corner	x				
Provide bracket to terminal vent north east corner	x				
Interior					
Paint change cubicles, shower cubicles and repair shower roses	x				
Repair timber and downpipe in cubicle 29	x				
Structural					
Upgrade cubicle supports to MWD standards					
Electrical					
Install new lighting circuits and outlets, and new socket outlets for washing machine and wringer	x				

x

C.M.O.M.
6.6.88

SCHOOL:

ST MARY'S COLLEGE, PONSONBY

-9-

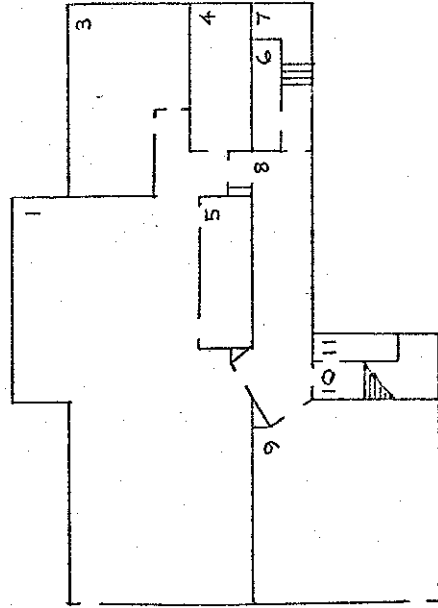
AGREED DURING OF WORK TO BE COMPLETED BY

	17.11.82	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<p><u>Furniture and Equipment</u></p> <p>Provide furniture and equipment to state code standards in the following areas:</p> <p>Administrative offices</p> <p>School office</p> <p>Casualty room</p> <p>Sickroom</p> <p>Staffroom and staff rest room</p> <p>General classrooms</p> <p>Audio-visual room</p> <p>Art and craft room</p> <p>Home economics room</p> <p>Clothing room</p> <p>Music room</p> <p>Music practice rooms</p> <p>Chemistry laboratory</p> <p>Library and workroom</p> <p>Commercial room</p> <p>Senior study rooms</p> <p>Senior commonroom</p> <p>Caretakers room</p> <p>Maintenance staffroom</p> <p>Physical education equipment</p> <p>Hall seating</p> <p>Cleaning and grounds equipment</p> <p>Geography and history maps</p>			<p>x</p> <p>x</p> <p>x</p> <p>x</p> <p>x</p>			<p>x x x x x</p> <p>x x</p> <p>-28-</p> <p>x x x x x x x</p>

C. M. O'N. 6.4.8.

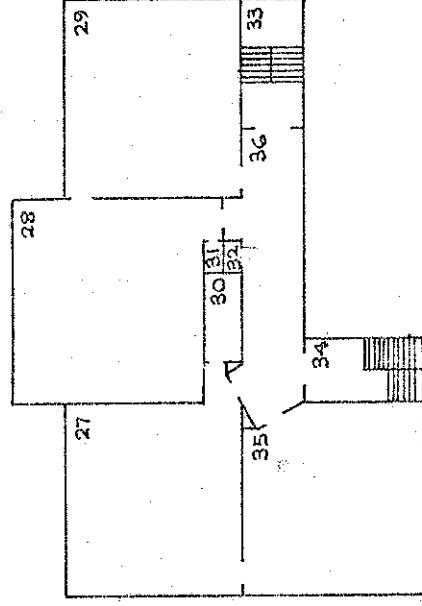
AGREED PHASING OF WORK TO BE COMPLETED BY

	17.11.82	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>Building Recommendations</u>						
Provide the following to meet code requirements:						
Typing room						
Typing store						
Music practice rooms						
Music store						
Advanced laboratory						
Preparation room						
Studyroom						
Gymnasium of 335m ² , PE store 19m ² , Gym store 19m ²						
PE Changing area						
Senior mistress office						
PR/HOD offices						
Duplicating room						
Bookroom						
Staff restroom						
Caretakers room						
Maintenance staffroom						
Store/workshop						
Kiln shed						
Dangerous goods store						
<u>Toilets and Showers</u>						
4 wc pans						
1 Sanitary towel disposal facility						
1 wc pan, 1 washhand basin, 1 shower (male staff)						
1 wc pan, 1 washhand basin, 1 urinal (male public)						
2 wc pans and 1 washhand basin (female public)						
4 shower sprays for pupils						



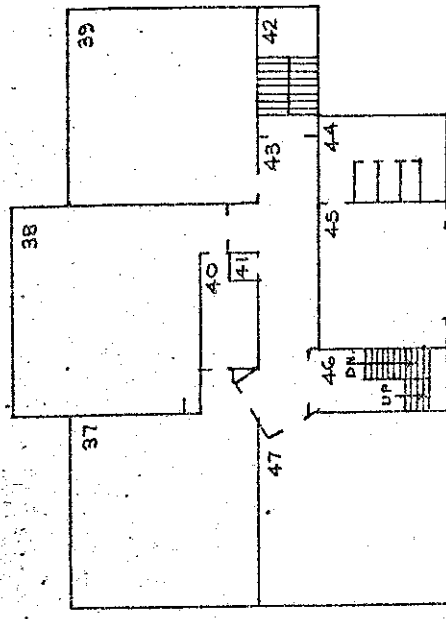
BLOCK C BASEMENT	
ROOM	AREA
1 LIBRARY	118.3 m ²
3 BOOKROOM	36.19 m ²
4 BOOKSTORE	15.86 m ²
5 OFFICE	13.2 m ²
6 SWITCHBOARD	
7 STAIRS	
8 CORRIDOR	
9 CLASSROOM	57.75 m ²
10 STAIRS	
11	3.7 m ²

TOTAL AREA = 325.40 m²



BLOCK C UPPER FLOOR	
ROOM	AREA
27 COMMERCIAL	57.7 m ²
28 TYPING	57.7 m ²
29 COMMERCIAL	57.7 m ²
30 STORE	5.95 m ²
31 STORE	
32 CUPBOARD	
33 STAIRS	
34 STAIRS	
35 CLASSROOM	57.7 m ²
36 CORRIDOR	

TOTAL AREA = 324.40 m²

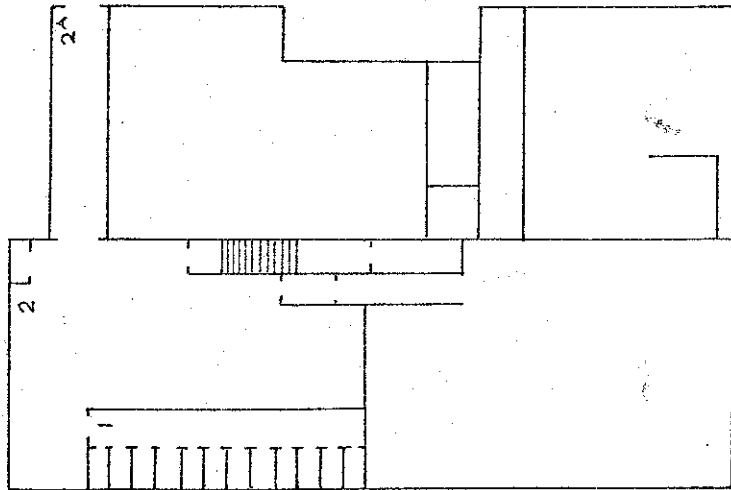


BLOCK C GROUND FLOOR	
ROOM	AREA
37 CLASSROOM	57.7 m ²
38 CLASSROOM	57.7 m ²
39 CLASSROOM	57.7 m ²
40 STORE	8.91 m ²
41 CUPBOARD	
42 STAIRS	
43 CORRIDOR	
44 TOILETS	
45 CLOAKROOM	
46 STAIRS	
47 CLASSROOM	57.7 m ²

TOTAL AREA = 313.24 m²

DEPARTMENT OF EDUCATION
buildings division: integration of private schools
School: ST MARY'S COLLEGE, PONSONBY

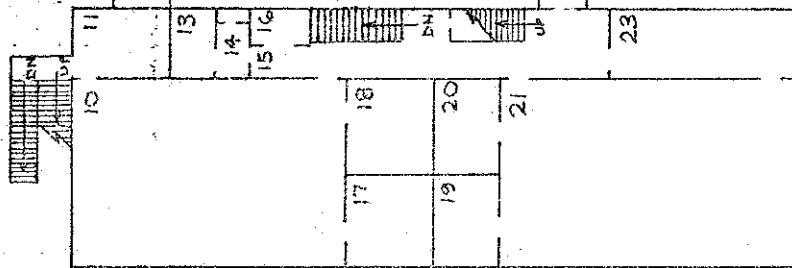
Drawing No:	Scale:
EIS 066 02	1:300
Date:	SHEET 2 OF 5 SHEETS
12 MARCH 1979	
Revision	Drawn: <i>ees</i>
2 NOVEMBER 1981	<i>C.M.O'N.</i>



BLOCK B BASEMENT

ROOM	AREA
1 TOILETS	
2 LOCKERS	
2A LINK 2	

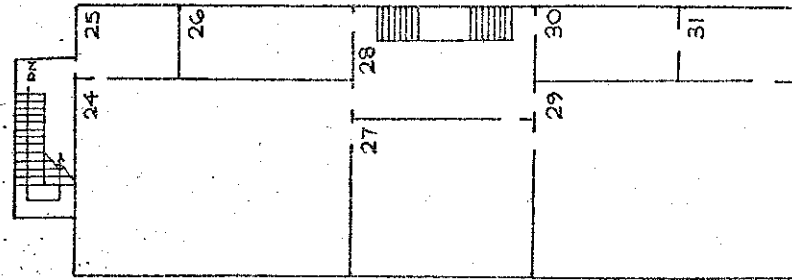
TOTAL AREA = 140 m²



BLOCK B GROUND FLOOR

ROOM	AREA
10 HOME SCIENCE	79.03 m ²
11 LAUNDRY	
12 ROOF OF LINK 2	
13 SICK ROOM	5.03 m ²
14 CORRIDOR	
15 CORRIDOR	
16 TRAINING	4.12 m ²
17 STORE	12.74 m ²
18 FITTING ROOM	12.74 m ²
19 STORE	9.71 m ²
20 STORE	9.71 m ²
21 CRAFTS ROOM	86.11 m ²
22 LINK 1	
23 ART ROOM	19.80 m ²

TOTAL AREA = 284 m²



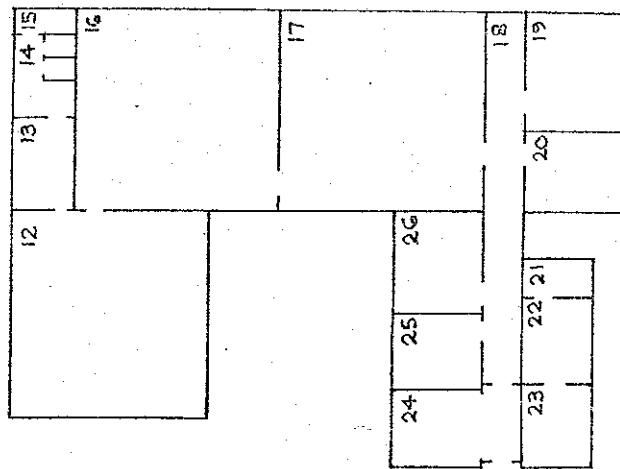
BLOCK B FIRST FLOOR

ROOM	AREA
24 CHEMISTRY LAB.	79.03 m ²
25 PREP. ROOM	10.88 m ²
26 TEACHING	18.41 m ²
27 DEMONSTRATION LAB.	45.10 m ²
28 LANDING	
29 BIOLOGY LAB.	79.97 m ²
30 TEACHING	18.41 m ²
31 PREP. ROOM	10.88 m ²

TOTAL AREA = 284 m²

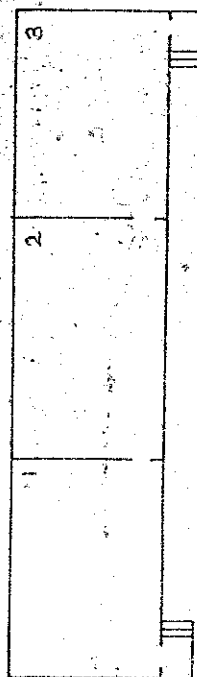
DEPARTMENT OF EDUCATION
buildings division: integration of private schools
School: ST MARY'S COLLEGE, PONSONBY

Drawing No:	Scale:
E13 066 03	1:300
Date:	SHEET 3 OF 5 SHEETS
13 MARCH 1979	
REVISION	Drawn: Les
16 NOVEMBER 1981	C.M. O.M.

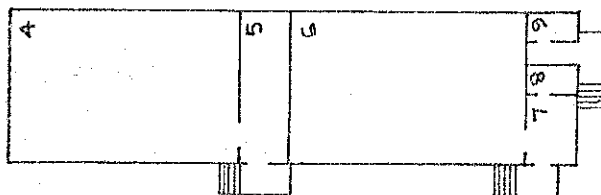


ROOM	AREA
12 STAFF ROOM	61.5 m ²
13 STAFF CHANGING	
14 STAFF TOILETS	
15 SHOWER	56.1 m ²
16 STAFF RESOURCE	56.1 m ²
17 SEVENTH FORM	
18 CORRIDOR	17.28 m ²
19 OFFICE	8.6 m ²
20 H.O.D.	
21 TOILET	8.16 m ²
22 SICK ROOM	8.16 m ²
23 CAREERS	14.4 m ²
24 WAITING	10.5 m ²
25 SECRETARY	15.7 m ²
26 PRINCIPAL	

TOTAL AREA = 526.46 m²

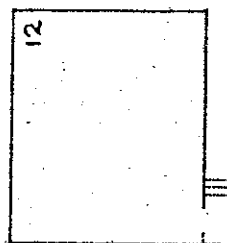


ROOM	AREA
1 CLASSROOM	51.0 m ²
2 CLASSROOM	51.0 m ²
3 CLASSROOM	51.0 m ²
TOTAL AREA	157.2 m ²

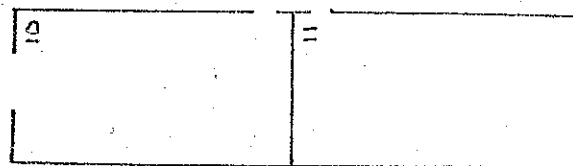


ROOM	AREA
4 CLASSROOM	54.6 m ²
5 CLOAK ROOM	
6 CLASSROOM	54.6 m ²
7 CLOAK ROOM	
8 TOILET	
9 TOILET	

TOTAL AREA = 135.6 m²



ROOM	AREA
12 CLASSROOM	70.6 m ²

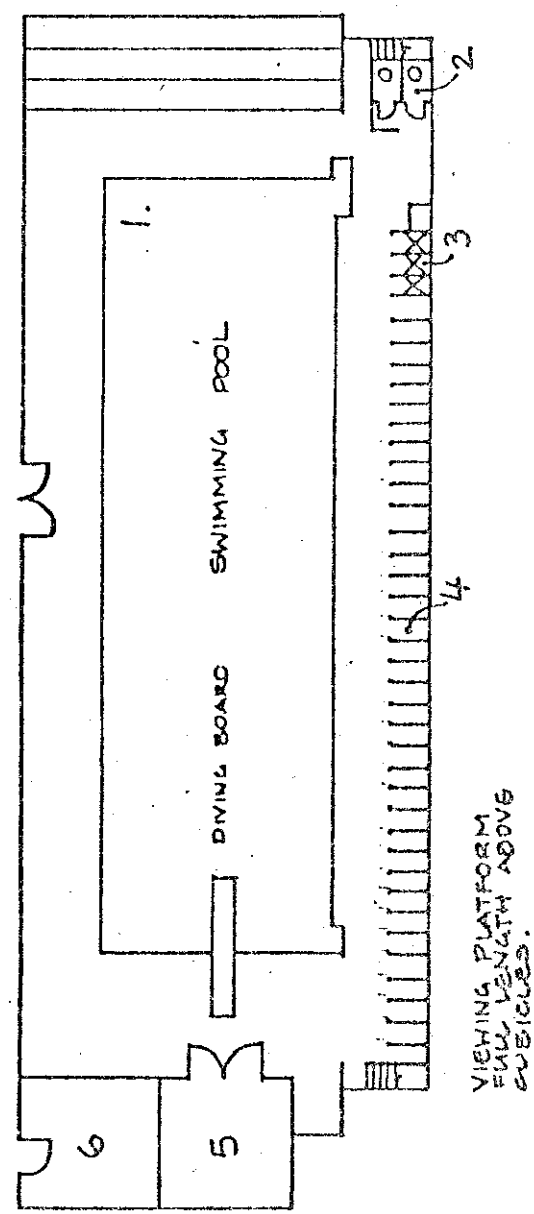


ROOM	AREA
10 CRAFT	66.0 m ²
11 SPORTS ROOM	66.0 m ²
TOTAL AREA	135.6 m ²

DEPARTMENT OF EDUCATION
buildings division: integration of private schools
School: ~~ST~~ MARY'S COLLEGE, PONSONBY

Drawing No:	Scale:
E13 066 05	1:300
Date:	SHEET 5 OF 5 SHEETS
16 MARCH 1979	
Revision	Drawn: <i>LES C.M.O.M.</i>
17 NOVEMBER 1981	<i>B.L.#.</i>

C.M.O.M.
E.C.K.



AREA

- 279 m²
- 3.6 m²
- 4.1 m²
- 45.9 m²
- 24.9 m²
- 24.9 m²

BLOCK H

- 1. SWIMMING POOL
- 2. TOILETS (2Nº)
- 3. SHOWERS (3Nº)
- 4. CHANGING CUBICLES (36Nº)
- 5. FILTER ROOM
- 6. LAUNDRY.

DEPARTMENT OF EDUCATION
buildings division: integration of private schools
School: ~~ST.~~ MARYS COLLEGE PONSONBY

Drawing No:	Scale:
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Date:	
2 NOV. 1982	
Revision	
1	
Drawn: Coleman	Drawn: Coleman
Aibson Architects	Aibson Architects

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. Large statue of Christ in School grounds.
2. Portrait of New Zealand Foundress, Sisters of Mercy, Mother Cecilia Maher.
3. Portrait of Irish Foundress, Sisters of Mercy, Mother Catherine McAuley.
4. Large statue of Virgin Mary (at present over exterior door of Block D).
5. Framed photograph of former Headmistress, Mother Benedict.
6. Statue of Virgin Mary (memorial to past pupil).
7. Large statue of Virgin Mary
8. Two (2) large framed photographs of early Auckland and later Auckland.



C. M. O. N.
b. b. K.

FIFTH SCHEDULE

Schedule of Staffing Appointments to Intermediate Department of St. Mary's College, Auckland, 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>Column 1</u>	<u>Column 2</u>	<u>Column 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.



C. M. O.N.
b.b.k.

SIXTH SCHEDULE

Resume of the historical and traditional connections between the Order and the School

St. Mary's College, Ponsonby, Auckland, was founded by the Auckland Sisters of Mercy in 1864, fourteen years after their arrival in New Zealand. The school has been part of the Catholic education system administered by the Auckland Sisters of Mercy. The school has been and continues to be owned by the Sisters of Mercy (Roman Catholic Diocese of Auckland) Trust Board.

The Sisters of Mercy of Auckland are the oldest established religious Congregation of women in this country. The Congregation was founded in Dublin in 1831 by Catherine McAuley, for the service of the poor, the sick and the deprived, especially those deprived of education, and spread rapidly both in the United Kingdom and overseas. Congregations of Sisters of Mercy tend to work autonomously within their diocesan areas, united throughout New Zealand and in other countries by a loose federation structure, and freely giving support and hospitality one group to another.

Led by Mother Cecilia Maher, a group of Sisters of Mercy from Carlow, Ireland, first came to live and work in Auckland at the invitation of Bishop Pompallier, the first Roman Catholic Bishop of Auckland. They arrived in April 1850, and immediately took over the care of orphans and the staffing of early Auckland Catholic schools, the first of these being St. Patrick's School in Wyndham Street, in the heart of the city. While continuing to carry on this school, they had, by the mid 1860's established their main convent and Mother House, St. Mary's Convent, on the site still occupied by the convent and the school in Ponsonby, now bounded to the west and south by New Street and College Hill.

Here in 1864 the first St. Mary's College was built, being thus closely associated from its beginnings with the early years of the Sisters of Mercy in Auckland. As one of the earliest Catholic secondary schools for girls in the country it drew its pupils, not only from the city and suburbs, but from much further afield. A boarding hostel established at the same time as the school gave accommodation, and made possible schooling, to boarders who came from many parts of New Zealand and the Pacific.

St. Mary's College played its part in the cultural life of the young colony, as it has continued to do in the life of the city and the country. Its musical tradition, linked now for many years with the name of Dame Sister Mary Leo, was early established. The school is proud of the record of its Maori and Polynesian ex-pupils, who include Kiri Te Kanawa and the present Queen of Tonga. It has always had a proportion, in happy relationships, of pupils of other faiths.



C.M. O.M.
C.B.H.

The Order of the Sisters of Mercy, which has as its patron the Blessed Virgin Mary, brings to the School a readiness to follow the model of womanhood found in her, a tradition which is also enshrined in the name of the School, St. Mary's College.

The School is seen as an extension and development of the Catholic and Christian family. An environment of faith and interdependence in love becomes the chief educating factor.

It has, therefore, been the constant aim of staff, parents and students to deepen their commitment and practical contribution to the total learning environment of the School community, as it is seen in the light of the spirit and tradition here described.

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.

A handwritten signature in dark ink, appearing to be 'C.M. O.M.' with a long diagonal stroke extending from the bottom right.

C.M. O.M.
L.C.R.

Through its foundation by the sisters of Mercy, and staff membership by members of the Order, St. Mary's College has close links with other Mercy secondary schools: Carmel College, Milford, Auckland (founded in 1957), McAuley High School, Otahuhu (established in 1963), and (until its closure in 1979) St. Patrick's Cathedral School, earliest of the Auckland Mercy schools.

The Sisters of Mercy working in education in Auckland form part of the administrative section of the Order which includes a secondary and a primary school in Western Samoa. Transfer of staff between the Mercy schools in Auckland and in Western Samoa has been part of the regular pattern of staffing of these schools.

The tradition of the Sisters of Mercy has continued to express the desire of their Foundress, Mother Catherine McAuley, to serve the poor, the sick and those needing education, and to encourage those they educate to serve others likewise in a spirit of mercy.

Passages from the original Rule of life approved by the Roman Catholic Church in 1847 express the Foundress's spirit and aims in undertaking educational works:

"The Sisters appointed to attend the Schools shall undertake the charge with all charity and humility, purity of intention, and confidence in God, and - mindful of their vocation, and of the glorious recompense attached to the faithful discharge of this duty - shall cheerfully accept of all the labour and fatigue of it."

"The Sisters shall be convinced that no work of charity can be more productive of good to society, or more conducive to the happiness of the Poor, than the careful instruction of women; because, whatever be the station they are destined to fill, their example and their advice will always have great influence, and wherever a religious woman presides, peace and good order are generally to be found."

Building on this tradition, a recent revision-draft (1980) of the Constitutions of the Sisters of Mercy of New Zealand reads:

"Our work in education should flow from an intimate union with Christ, and show his special concern for the poor, the under-privileged, the difficult, and those deprived of family affection or an environment of faith. Like him, we should approach others with humility, gentleness, patience, and tolerance, respecting the human dignity and cultural heritage of all."

The School's motto, **Ad maiorem Dei gloriam** (For the greater glory of God), points to the emphasis placed on spiritual values as a counter to purely materialistic standards.



C.M.O.N.
L.L.H.