

THIS DEED OF AGREEMENT is made the 28 day of
September One thousand nine hundred and eighty-two (1982)

BETWEEN THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF
PALMERSTON NORTH a Corporation Sole (hereinafter with his successors
referred to as "the Proprietor") of the first part

AND HER MAJESTY THE QUEEN acting by and through the Minister of
Education (hereinafter referred to as "the Minister") of the second part

WHEREAS:

- A The Proprietor is the owner of **Marist Brothers School, NAPIER**
(hereinafter referred to as "the School")
- B The School is a Roman Catholic Primary School for boys only from
Standard Three (3) to Form Two (2) offering Education with a Special
Character.
- C The School was established in 1878 and up to the effective date of
integration was in part staffed by members of the Roman Catholic
Religious Order of men known as the Marist Brothers of the Schools.
The said Order will continue after the effective date of integration
to offer teaching staff to the School, so long as it has members
available for that purpose.
- D The Minister and the Proprietor have agreed to enter into this Deed
of Agreement pursuant to the Private Schools Conditional Integration
Act 1975, whereby the School is to be established as an integrated
School.

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

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

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

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

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

PROVIDED THAT

- (i) At the request of the Proprietor, the School Committee may grant the use of the School premises and chattels to the Proprietor or other person or persons at any time when the School premises and chattels are not required for school

purposes and the School Committee shall not unreasonably or arbitrarily withhold its consent. The School Committee may require the Proprietor or other person or persons to pay a reasonable fee to the School Committee as a condition of such use.

- (ii) With the consent of the Proprietor, the School Committee may grant the use of the School premises and chattels to other person or persons at any time when the School premises and chattels are not required for School purposes and the Proprietor shall not unreasonably or arbitrarily withhold his consent. The School Committee may require any such person or persons to pay a reasonable fee to the School Committee as a condition of such use.
- (c) The Proprietor shall accept and meet the liability for all mortgages, liens and other charges upon the land and buildings comprising the School premises.
- (d) The Proprietor shall plan, pay for, and execute the improvements described in the **Third Schedule** hereto, to the School premises, so as to bring the School buildings and associated facilities forming 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 him created by Section 40(2)(h) of the Private Schools Conditional Integration Act 1975.
- (h) No person employed at the School and paid for his services in whole or in part out of moneys appropriated by Parliament, shall be paid by the Proprietor or his servants or agents any remuneration additional to that provided for by the Private Schools Conditional Integration Act 1975 or shall be granted or permitted any condition of service more favourable than that permitted in the case of a person employed in a comparable position in a State School **PROVIDED HOWEVER** that a teacher to whom the provisions of Section 71 of the Private Schools Conditional Integration Act 1975 apply, shall continue to be paid no less than the same salary, and be accorded the same status, as he received or was accorded on the day before the effective date of the integration of the School.

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

5. THE Special Character of the School is that it is a Roman Catholic School for boys only established 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 him by the Private Schools Conditional Integration Act 1975, if in the opinion of the Proprietor the Special Character of the School as defined and described in this Deed of Agreement has been or is likely to be jeopardised or the Education with a Special Character 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 the Education Board of the Hawkes Bay Education District as constituted pursuant to Section 15 of the Education Act 1964.
- (b) The School shall be managed by a School Committee constituted pursuant to the provisions of Section 26 of the Private Schools Conditional Integration Act 1975. The School Committee shall consist of :-
- (i) One (1) member to be appointed by the Proprietor of the School;
- (ii) Six (6) members to be elected by the parents of the children attending the School PROVIDED HOWEVER that in the event of the School roll altering at any time then the number of such members shall be fixed by ascertaining the number of members that a State School Committee would have, based on the current School roll in accordance with the provisions of the School Committees Administration Regulations 1965 and subtracting one from that number.
- (c) Any election conducted pursuant to Section 26 of the Private Schools Conditional Integration Act 1975 shall be conducted as nearly as possible in the manner prescribed by the School Committees Administration Regulations 1965 and any regulations made in amendment thereof or in substitution therefor and the provisions of those regulations shall, with any necessary modifications, be applied accordingly.
- (d) The control and management of the School shall be exercised subject to the provisions of Section 25(6) of the Private Schools Conditional Integration Act 1975.

8. THE School had a roll of one hundred and sixty three (163) pupils as at the 1st day of July 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 one hundred and eighty (180) pupils.

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

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

(b) In accordance with Section 7(6)(h) of the Private Schools Conditional Integration Act 1975, unless the Proprietor and the Controlling Authority otherwise agree and subject to places being available, the number of pupils whose parents do not have a preference of enrolment at the School in accordance with the provisions of Section 29(1) of the Private Schools Conditional Integration Act 1975 shall be limited at all times to nine (9) pupils out of the total roll of the School and the Controlling Authority shall not enrol more than that number **PROVIDED THAT** to maintain and preserve the Special Character of the School the Controlling Authority in classifying such pupils so enrolled shall endeavour to reasonably distribute them through the range of classes offered by the School.

- (c) Wherever any difficulty arises related to enrolment at the School in terms of Section 54 of the Private Schools Conditional Integration Act 1975, it may be referred to the Controlling Authority of the School pursuant to the provisions of the said section.

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

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

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

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

of Principal shall accept these requirements as a condition of appointment. The Principal so appointed shall accept and recognise a responsibility to maintain and preserve the Special Character of the School.

15. 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 part of the normal staffing entitlement of the School as established by Regulations made under the Education Act 1964 and an advertisement for that position shall state that a willingness and ability to take part in Religious instruction appropriate to the Special Character of the School shall be a condition of appointment. Any person so appointed to the position of Director of Religious Studies shall accept these requirements as a condition of appointment. The Director of Religious Studies shall give guidance and provide effective leadership in Religious instruction and observances throughout the School **PROVIDED HOWEVER** that in the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement then the position of Director of Religious Studies shall be determined in accordance with the then current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder and as is more particularly described in the **Fourth Schedule** hereto.

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

17. THERE shall be two (2) other teaching positions at the School which in accordance with Section 65(1)(c) of the Private Schools Conditional Integration Act 1975, shall be positions of importance carrying a responsibility for Religious instruction and an advertisement for those positions shall state that a willingness and ability to take part in Religious instruction appropriate to the Special Character of the School shall be a

condition of appointment. Any person so appointed to these positions shall accept these requirements as a condition of appointment **PROVIDED HOWEVER** that in the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement then the number of teaching positions designated under Section 65(1)(c) of the Private Schools Conditional Integration Act 1975 as positions of importance carrying a responsibility for Religious instruction shall be determined in accordance with the then current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder and as is more particularly described in the **Fourth Schedule** hereto.

18. 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.

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

20. 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.

21. 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.

22. THE School is a Primary School for boys only from Standard Three (3) to Form Two (2) 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.

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

24. IT is acknowledged by and between the parties hereto pursuant to **clause 23** 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 accessways from Riverbend Road, 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 23** 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.

25. 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.

26. 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.

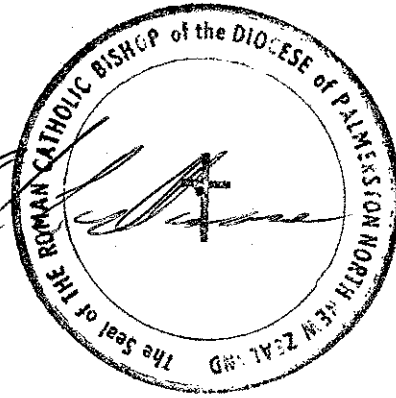
27. THE Minister shall subject to **clause 3(d) and (e)** of this Deed of Agreement after the effective date hereof maintain the School premises and the associated facilities in a state of repair order and condition as for a comparable State school under the same Controlling Authority and provide for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

28. THE effective date of this Deed of Agreement shall be the 29th day of September One thousand nine hundred and eighty two (1982)

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

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

SIGNED by PETER JAMES CULLINANE,)
THE ROMAN CATHOLIC BISHOP OF)
THE DIOCESE OF PALMERSTON)
NORTH and sealed with his Seal of)
Office in the presence of:-)



J. Hogg
Private Secretary
Palmerston North

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

Mervyn Langlois

M. J. Fokker
12 Hahira Road
Hataitai, Wellington.
(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 Roman Catholic Bishop of the Diocese of Palmerston North situate in Riverbend Road, Napier, being known as **Marist Brothers School, Napier**, and being more particularly described as follows and delineated in green on the plan forming part of the **Second Schedule** hereto.

All that freehold parcel of land containing 3.6452 hectares more or less situate in the City of Napier being Lot 1 on Deposited Plan No. 7623 and part Lot 184 on Deposited Plan No. 7756 which said parcel of land comprises portion of the Ahuriri Lagoon and being all the land in Certificate of Title Volume 157 Folio 109 (Hawkes Bay Registry)

SUBJECT TO:

1. Fencing covenant contained in Transfer No. 85106 (affects Lot 1 Plan 7623 only).
2. K.4744 Memorandum of Acceptance - the within land fronting Tripoli Street is exempted from the Provisions of Section 128 of the Public Works Act 1928 subject to a condition as to the building line.
3. Fencing covenants contained in Transfers 86611, 86781 and 129861 (affects part Lot 184 Plan 7756 only)

APPURTENANT HERETO:

Drainage rights over part Lot 210 Plan 8434 (part C.T. HB 43/215) granted in and by Transfer No. 122571

There are debts owing by the Proprietor to:

1. Archdiocesan Development Fund of the Archdiocese of Wellington and the Diocese of Palmerston North.
2. The Bank of New Zealand.

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** Areas 17 - 29 of Block A and the land immediately surrounding the same more particularly delineated in blue on the said plan **TOGETHER WITH** a reservation in favour of that excepted portion of full rights of ingress and egress over the access thereto shaded yellow on the said plan from and to Riverbend Road, Napier, **FURTHER RESERVING** to Blocks D and E on the non-integrated land more particularly delineated in blue on the said plan full rights of ingress and egress over the access thereto shaded yellow on the said plan from and to Riverbend Road, Napier, **FURTHER RESERVING** to Block B and Block C on the non-integrating land more particularly delineated in blue on the said plan full rights of ingress and egress between those non-integrating areas and Riverbend Road.

MARIST BROTHERS SCHOOL, NAPIER

THIRD SCHEDULE

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

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

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

AGREED PHASING OF WORK TO BE COMPLETED BY

	29/9/82	31/3/83	31/3/84	31/3/85	31/3/86	31/3/87
SITE						
Clear all storm water drains, sumps and spouting and provide lids to gully traps			x			
Provide 33 metres of outside seating			x			
Repair defective drinking fountains			x			
Repair gutters and downpipes and realign where required		x				
Repair broken seat slats			x			
Provide bird proofing to terminal vents				x		
Replace broken light fittings over exterior doorway area 4		x				
Upgrade boundary fences to state school standards						
Seal access way to Tripoli Street			x			
Level off the concrete slab higher than the rest at entrance from Riverbend Road				x		
Repair or replace slab at curve from entrance which has sunk below others				x		
Patch concrete areas at north east end and raise manhole covers near main entrance to Block A				x		

SITE (continued)	29/9/82	31/3/83	31/3/84	31/3/85	31/3/86	31/3/87
Provide sump grill at area 5 Cut and repair the corner of one slab of concrete at north west corner of Block A Repair or replace broken concrete at driveway on western end from Riverbend Road to Education Board standards			x	x		
BLOCK A <u>Exterior</u> Clean down all timber and metal areas, patch prime, undercoat and finish with top coat (half cost to be met by education board) Repair or replace wooden verandah flooring to education board requirements (area 16) Remove wooden cover board overflashing at wall end of trays, remove wall plaster to accommodate proper metal flashing and replaster Remove rubbish and thoroughly clean metal roofing and treat rust areas then metal prime Extend metal flashing on higher roof area to cover over edge of roof where areas 30 and 31 meet Replace all broken concrete tiles or capping and reparge defective joints			x			
Area 34 Replace fabric roofing to floor of balcony						
Area 31 Provide proper support to soil pipe serving area 37.						
Area 2 Remove and reinstate new aluminium window frame with correct sealing and flashing						
Interior Finish off wall where new aluminium window has been installed						
Lubricate sliding door fittings and sliding window fittings						
Make all window gear operational						

(3) MARIST BROTHERS SCHOOL, NAPIER

AGREED PHASING OF WORK TO BE COMPLETED BY

BLOCK A (Continued) Interior	29/9/82	31/3/83	31/3/84	31/3/85	31/3/86	31/3/87
Batten joints of ceiling sheets and renail sheets where necessary Ease 2 cupboard doors on floor level fitting Replace broken plywood lining on sliding doors to two cupboards Provide beading on end of blackboard fittings Install two sheets of hessian board Punch nails into all wooden floors Batten ceilings in areas 2, 3, 4, 10, 11, 14 and 15 and redecorate (half cost to be met by Education Board)		X X X	X X	X		X
Area 2 Ease bottom of main entry door and fit new lock furniture spring Renew one glazing bar on the main exterior entry door Nail up bead on the left hand end of blackboard fitting		X X X				
Area 4 Fit edge beading or cap moulding to hessian display board Areas 8 and 9 Ease cupboard doors and replace ball catches where required Ease door leading to area 31		X X X X X				
Areas 34-39 Ease main staffroom entry door, repair or renew lock and locking side door jamb Ease windows and oil track Ease cupboard doors Batten joints on ceiling Replace door lock and furniture on shower door Fix scotia beading over door to stairwell Ease door to roof area at the rear of area 37		X X X X X X X X X X				
Area 34 Repaint window sills Provide edging to display boards Ease cupboard doors		X	X	X		

BLOCK A (Continued)

Area 31

Upgrade existing toilet pans and replace wooden seats
Batten ceilings, repair holes in walls and redecorate

Structural

Provide bracing for ceilings and walls and upgrade to MWD standards

Mechanical

Upgrade heating to state school standards in areas 15 and 32

General

Disconnect bench gas taps and gas in area 10 and make good to Education Board standards

Electrical

Replace switchboard with a metalclad modular type
and ensure unobstructed access is maintained

Replace all damaged lightswitches and fittings
Replace all damaged switchsockets and provide
additional socket outlets to eliminate use of
extension leads

Areas 38, 39 and 40

Upgrade lighting to state school standards

Fire Protection

Means of Egress

Replace all locks to exterior exit doors with a type that can be opened from the inside without the use of keys

Replace locks on interior doors to areas 2, 3, 4, 10, 11, 14 and 15 with a type that can be opened from the inside without the use of keys

Area 32

Ease and repair windows to allow them to be used as an alternative egress

~~These exterior doors on first floor to area 33~~

~~Submittal~~

trex corridor linings with fire retardant paint

29/9/82

31/3/83

31/3/84

31/3/85

31/3/86

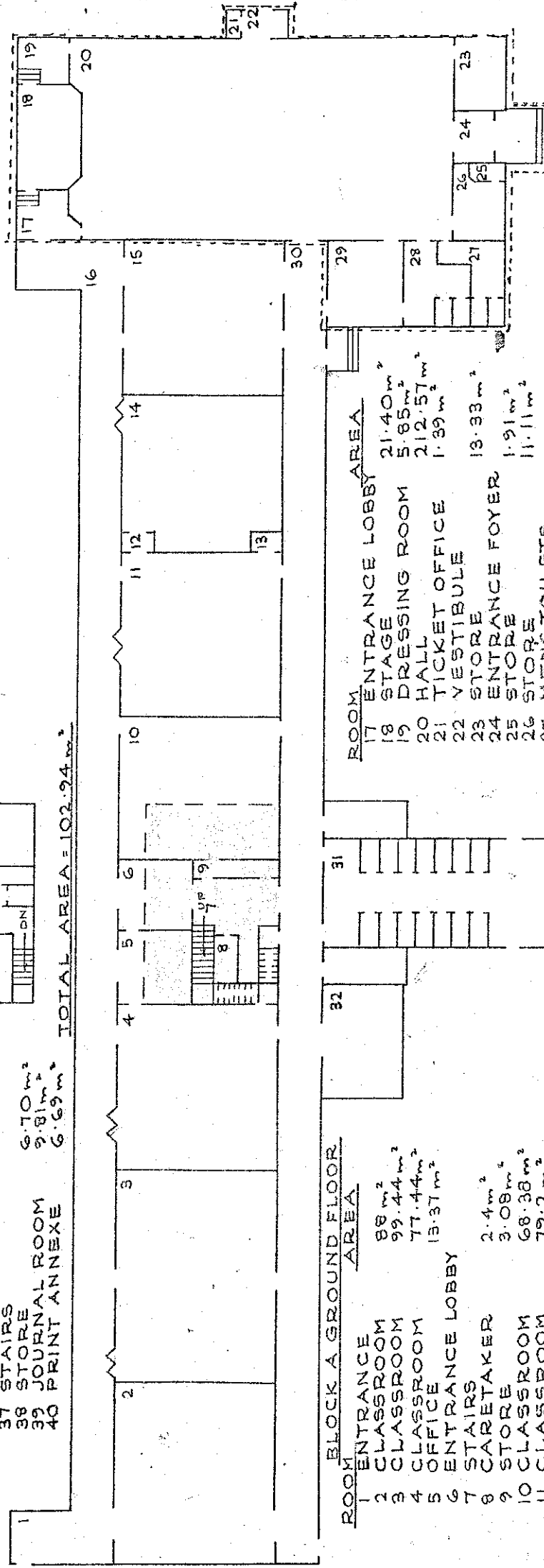
31/3/87

29/9/82	31/3/83	31/3/84	31/3/85	31/3/86	31/3/87
<p>BLOCK A (Continued)</p> <p>Upgrade linings for all spaces on both levels of the two storey section including the stair walls with $\frac{1}{2}$ hour FRR material</p> <p>Provide $\frac{1}{2}$ hour FRR partitions extending into the roof space in accordance with Chapter 2.3.5 of "Fire and Design of Educational Buildings" and to the satisfaction of the MWD District Fire Protection Officer</p> <p>Provide self closing $\frac{1}{2}$ hour FRR smoke stop door between spaces: 6 to 7, 7 to 30, 30 to 20, 30 to 29, 34 to 37. Also lockable FRR doors to 8 and 9</p> <p>Provide self closing $\frac{1}{2}$ H FRR smoke stop door in 30 in line with wall between 4 and 2 storey section</p>	<p>x</p> <p>x</p> <p>x</p> <p>x x</p>				
<p><u>Fire Equipment</u></p> <p>Provide a water type extinguisher in area 1</p> <p>Provide a water type extinguisher in area 35</p> <p>Service all fire equipment</p> <p><u>Fire Alarm/Class Change System</u></p> <p>Install a low voltage fail safe fire alarm system with class change push in area 5 with 5 bells and 3 call points located recommended by MWD</p>	<p>x</p> <p>x</p>				
<p><u>General</u></p> <p>Replace incinerator with a properly constructed and spark guarded unit located at least 3m from buildings or boundaries</p> <p><u>BUILDING REQUIREMENTS</u></p> <p>Provide by new construction or remodelling the following:</p> <p>Resource workroom of 14m² }</p> <p>Principals office of 11m² }</p> <p>Casualty/sickroom of 9m² }</p>	<p>x</p>				
<p>WC, 1 WHB and 1 STDU for female staff toilets</p>		<p>x</p> <p>x</p>			

BLOCK A FIRST FLOOR

ROOM	AREA
33 BALCONY	30.8 m ²
34 STAFF ROOM	10.22 m ²
35 STAFF KITCHEN	6.70 m ²
36 STAFF TOILETS	9.81 m ²
37 STAIRS	6.69 m ²
38 STORE	
39 JOURNAL ROOM	
40 PRINT ANNEXE	

TOTAL AREA = 102.94 m²



BLOCK A GROUND FLOOR

ROOM	AREA
1 ENTRANCE	88 m ²
2 CLASSROOM	99.44 m ²
3 CLASSROOM	77.44 m ²
4 CLASSROOM	13.37 m ²
5 OFFICE	
6 ENTRANCE LOBBY	
7 STAIRS	2.4 m ²
8 CARETAKER	3.08 m ²
9 STORE	68.38 m ²
10 CLASSROOM	79.2 m ²
11 STORE	1.6 m ²
12 STORE	1.6 m ²
13 STORE	12.42 m ²
14 CLASSROOM	76.56 m ²
15 LIBRARY	
16 CORRIDOR	

TOTAL AREA = 1514.98 m²

ROOM

ROOM	AREA
17 ENTRANCE LOBBY	21.40 m ²
18 STAGE	5.85 m ²
19 DRESSING ROOM	212.57 m ²
20 HALL	1.39 m ²
21 TICKET OFFICE	
22 VESTIBULE	
23 STORE	13.33 m ²
24 ENTRANCE FOYER	1.91 m ²
25 STORE	11.11 m ²
26 STORE	
27 MEN'S TOILETS	
28 WOMEN'S TOILETS	19.53 m ²
29 KITCHEN	
30 CORRIDOR	
31 BOYS TOILETS	
32 FILMS/SPORTS EQ.	27.87 m ²

NOT INTEGRATED

DEPARTMENT OF EDUCATION

buildings division: integration of private schools
School MARIST BROTHERS' SCHOOL, NAPIER

Drawing No:

EIP 225 02

Date:

11 FEBRUARY 1981

Revision

6 JULY 1981

Scale:

1:300

SHEET 2 OF
2 SHEETS

Drawn: *del*

Schedule of Staffing Appointments to Marist Brothers School, NAPIER

the Private Schools Conditional Integration Act 1975 being special positions relating to the Special Character of the School

Total Staff Entitlement of School	Principal to be Appointed under S.65 (1) (a) Private Schools Conditional Integration Act 1975 Number of Staff to be so Appointed	Director of Religious Studies to be Appointed under S.65 (1) (b) Private Schools Conditional Integration Act 1975 Scale A or B or Higher	Religious Instruction Positions of Importance Number of other teachers to be Appointed under S.65 (1) (c) of Private Schools Conditional Integration Act 1975 Number of Staff to be so Appointed (See footnote No. 2 to this Schedule)	Deputy Principal to be Appointed under S.66 Private Schools Conditional Integration Act 1975 Number of Staff to be so Appointed

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

NOTES

1. The above Schedule has been prepared for use when the staffing entitlement of the School alters at any time during the currency of this Deed of Agreement to enable the parties hereto by reference to the total staffing entitlement of the School in Column (1) hereof to determine the number of teaching positions at the School which in terms of Section 65 (1) (a), (b) and (c) of the Private Schools Conditional Integration Act 1975 and Clauses 14, 15, 17 and 18 of this Deed of Agreement carry a responsibility for Religious Instruction and require a willingness and ability to take part in Religious instruction or in terms of Section 66 of the Private Schools Conditional Integration Act 1975 require a particular capability in the teacher as described in Clause 18 of the Deed of Agreement. The Schedule to be read across from left to right.
2. Column (4). Section 65 (1) (c) must apply to the number of other positions indicated in the Column and may be made up of teachers appointed under the Initial Appointments Scheme and or other permanent appointments. It is recommended that where the School has a total staffing entitlement of up to eleven there should be at least one appointed as a permanent Scale A Teacher and in schools with a total staffing entitlement of between twelve and fifteen there should be two appointed as permanent Scale A Teachers and in schools with a total staffing entitlement of between fifteen and twenty-one there should be at least three appointed as permanent Scale A Teachers.
3. The School as at the effective date hereof has a staffing entitlement of SIX (6) teachers.