

THIS DEED OF AGREEMENT is made the 8 day of August One thousand nine hundred and eighty two (1982)

BETWEEN THE NEW ZEALAND MARIST BROTHERS 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. Paul's College, AUCKLAND** (hereinafter referred to as "**the School**")
- B The School is a Roman Catholic Secondary School from Form Three (III) to Form Seven (VII) with an attached Intermediate Department. The School is for boys only, offering Education with a Special Character.
- C The School was established in 1955 and up to the effective date of integration was conducted and staffed in part by members of the Roman Catholic Religious Order of Men known as the Marist Brothers of the Schools. The Marist Brothers 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 and all the chattels and other assets of the Proprietor associated with the School exclusively for the purposes of the School as an integrated School, so that the Controlling Authority of the School shall have the exclusive right to the possession and use of the School premises and chattels -

PROVIDED THAT

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

  
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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.

- (ii) With the consent of the Proprietor, the Board of Governors may grant the use of the School premises and chattels to other person or persons at any time when the School premises and chattels are not required for School purposes and the Proprietor shall not unreasonably or arbitrarily withhold its consent. The Board of Governors may require any such person or persons to pay a reasonable fee to such Board of Governors as a condition of such use.
- (iii) 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 (herein 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**

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**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.

  
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**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 by the Marist Brothers of the Schools 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 two hundred and eighty-five (285) pupils in Forms III - VII as at the 1st day of March 1982 and a roll of fifty (50) pupils in Forms I - II as at the 30th day of September 1981, both dates being the year when roll figures were last compiled. It is agreed by and between the parties hereto that the maximum roll of Forms III - VII of the School shall be two hundred and eighty (280) pupils and of Forms I - II of the School shall be fifty (50) 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 seventeen (17) pupils out of the total roll of the School and the Board of Governors shall not enrol more than that number **PROVIDED THAT** to maintain and preserve the Special Character of the School the Board of Governors in classifying such pupils so enrolled shall endeavour to reasonably distribute them through the range of classes offered by the School.

- (c) Wherever any difficulty arises related to enrolment at the School in terms of the Private Schools Conditional Integration Act 1975, it may be referred to the appropriate Secondary Enrolment Review Committee.

**11. IT** is agreed by and between the parties hereto that as Religious observances and Religious instruction form part of the Education with a Special Character provided by the School, Religious observances and Religious instruction in accordance with the determination made from time to time by the Roman Catholic Bishop of the 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 shall be a condition of appointment. Any person so appointed to the position of Principal shall accept these requirements as a condition of appointment. The Principal so appointed shall accept and recognise a responsibility to maintain and preserve the Special Character of the School.

**15. THERE** shall be a position at the School to be designated Director of Religious Studies in accordance with Section 65(1)(b) of the Private Schools Conditional Integration Act 1975, which position shall be a position of responsibility and part of the normal staffing entitlement of the School as established by Regulations made under the Education Act 1964 and an advertisement for that position shall state that a willingness and ability to take part in Religious instruction appropriate to the Special Character of the School shall be a condition of appointment. Any person so appointed to the position of Director of Religious Studies shall accept these requirements as a condition of appointment. The Director of Religious Studies shall give guidance and provide effective leadership in Religious instruction and observances throughout the School.

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

**17. THE** position of Head of the Intermediate Department and one (1) other position in the Intermediate Department shall in accordance with Section 65(1)(c) of the Private Schools Conditional Integration Act 1975 be designated positions of importance carrying a responsibility for Religious instruction and an advertisement for these positions shall state that a willingness and ability to take part in Religious instruction appropriate to the Special Character of the School shall be a condition of appointment.

Any persons so appointed to these positions shall accept these requirements as a condition of appointment. In the event of the staffing entitlement of the Intermediate Department altering at any time during the currency of this Deed of Agreement, the number of positions other than Head of the Intermediate Department designated positions of importance carrying responsibility for Religious instruction shall be assessed in accordance with the **Fifth Schedule** hereto.

**18. THE** staffing entitlement of the Form III to Form VII section of the School as at the 1st day of March One thousand nine hundred and eighty two (1982) was fourteen decimal one six (14.16) positions (excluding the Principal and the Director of Religious Studies) of which there shall be six (6) 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 six (6) is to fourteen decimal one six (14.16) as hereinbefore provided.

**19. ON** and after the effective date of integration the School has become a part of the State system as provided by Section 4 of the Private Schools Conditional Integration Act 1975. It is therefore acknowledged that if the integrated School at the date of integration has a pupil/teacher ratio in excess of the State pupil/teacher ratio a teaching position shall be dis-established when a teacher appointed to that position in accordance with Section 71 of the Private Schools Conditional Integration Act 1975 leaves

that position **PROVIDED HOWEVER** that a position may not be disestablished where in the opinion of the local District Senior Inspector of Secondary Schools, it is necessary to fill that position in order to provide tuition in those classes for secondary school pupils which a school is required to provide in accordance with the Education (Secondary Instruction) Regulations 1975.

**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. THE** Proprietor of the School shall have the right to enter into an Agreement with the parents or other persons accepting responsibility for the education of a child providing that, as a condition of enrolment and

attendance of that child at the School, the parents or other persons shall pay attendance dues established in respect of the School or group of Integrated Schools owned by the Proprietor or Proprietors of other Roman Catholic Integrated Schools at such rates and subject to such conditions as may be approved from time to time by the Minister, by notice in the New Zealand Gazette in accordance with Section 36 of the Private Schools Conditional Integration Act 1975.

**24. THE** School is for boys only and is a Secondary School from Form Three (III) to Form Seven (VII) with an Intermediate Department attached and shall remain so until such time as an agreement to a change in this organisation of the School is reached between the Proprietor and the Minister and the parties hereto enter into a supplementary Deed of Agreement to give effect thereto.

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

**26. IT** is acknowledged by and between the parties hereto pursuant to **clause 25** hereof that certain of the services and facilities on or serving the Proprietor's land and buildings and other improvements thereon are used in common for the purpose of the School premises and as is more particularly delineated on the plan forming part of the **Second Schedule** hereto. In particular, the access from Richmond 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 25** hereof. If practicable the power supply to the School premises shall be separately metered at the expense of the Proprietor. Where such services or facilities are wholly or partly situated outside the School premises the Proprietor will continue to make such services or facilities available to the School premises.

  
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**27. 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.

**28. THE** Proprietor will make a house property available for a school caretaker's residence as and when it may reasonably be required by the Board of Governors and at that stage the Board of Governors shall assume responsibility for the maintenance of such a house property and shall be entitled to receive the rent therefrom.

**29. 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.

**30. 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.

**31. THE** Minister shall subject to **clause 3 (d) and (e)** and **clause 27** 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) (iii)** hereof provide for the maintenance of the chattels as though the school were a state school **PROVIDED THAT** the Proprietor and the Minister shall



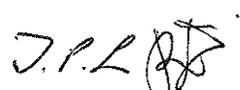
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share in the costs of maintaining the roof and exterior of the building described as Block 15 on the Plan forming part of the **Second Schedule** hereto to the standard required for a comparable state school in the following proportion: The proportion of the floor area of the non-integrated part to the floor area of the integrated part of the building. The school shall be entitled to such furniture and equipment as the Minister supplies from time to time to comparable state schools.

**32. THE** effective date of this Deed of Agreement shall be the 9th day of August One thousand nine hundred and eighty two (1982)

**33. 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 NEW )  
ZEALAND MARIST BROTHERS TRUST )  
BOARD was hereunto affixed by and in )  
the presence of:- )

Terence Patrick Lood, Trustee

Richard Dunleavy, Trustee

*M. C. O'Connell*

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

*Mervyn Langlois*

Michael J. Fokker.  
12 Hohoria 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 New Zealand Marist Brothers Trust Board situate in Richmond Road, Ponsonby, Auckland being known as St. Paul's College and being more particularly described as follows:

**FIRSTLY** All that freehold parcel of land containing 5.6630 hectares more or less situate in the City of Auckland being Lot 3 on Deposited Plan 17191 being Part Allotment 28 of Section 8 of Suburbs of Auckland and being all the land comprised and described in Certificate of Title Volume 397 Folio 195 (North Auckland Registry).

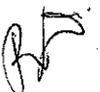
### SUBJECT TO

1. Mortgage No. A521357 to New Zealand Newspapers Provident Association.
2. Mortgage A559191 to the Housing Corporation of New Zealand.

**SECONDLY** All that freehold parcel of land containing 556 square metres more or less being Lot 14 Deposited Plan 316 being Part Allotment 29 Section 8 Suburbs of Auckland and being all the land comprised and described in Certificate of Title Volume 1580 folio 70 (North Auckland Registry).

**THIRDLY** All that freehold parcel of land containing 1163 square metres more or less comprising Lots No. 12 and 13 on a plan of the

Subdivision of Allotment No. 29 of Section No. 8 in the Suburbs of  
Auckland deposited in the Land Registry Office at Auckland under  
No. 316 and being all the land comprised and described in Certificate  
of Title Volume 148 Folio 296 (North Auckland Registry)

  
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## SECOND SCHEDULE

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

**The School Premises:**

All that part of the Proprietor's land as described in the **First Schedule** hereto, delineated in red on the annexed plan of the Proprietor's land, which forms part of this Schedule, **TOGETHER WITH** all the School buildings and other improvements thereon **SAVE AND EXCEPT** Blocks 1, 4, 6, 7, 8, 10, 11, 17 and 19 more particularly delineated in yellow on the site plan annexed to this schedule and also area 101 of Block 15 more particularly delineated in drawing E1S 042 04 annexed to the **Third Schedule** **RESERVING NEVERTHELESS** to the Proprietor and its invitees the full and free right and liberty to pass and repass as a means of ingress and egress with or without vehicles to and from those excepted portions over the access thereto shaded on the annexed plan from and to Richmond Road, Ponsonby, Auckland **AND FURTHER RESERVING** to the Proprietor the right to enter upon so much of the school premises as may be necessary to effect the installation, laying, relaying, maintenance or repair and use of any gas, high pressure water, storm water, sewerage, electric power or telephone pipes, conduits, lines or cables serving those parts of the proprietor's land excluded from the Deed of Agreement.



J.P.K.

ST PAUL'S COLLEGE, AUCKLAND

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

THIRD SCHEDULE

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

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

	9.8.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
SITE						
Grounds						
Patch and seal damaged area to main entrance		X				
Reseal from entrance to inner road including Block 14 quadrangle		X		X		
Patch and seal roadway in front of Block 9		X				
Completely reconstruct and grade Block 17, 18 and 19 quadrangle		X				
Patch and seal at west entrance and provide gate chain		X				
Reconstruct and stabilize retaining crib wall below Block 9		X				
Tennis Courts						
Patch and seal where necessary		X				
Fencing		X				
Provide west boundary fence		X				
Repair east boundary fence		X				
Drainage						
Provide mole drainage to fields, level off, fertilize and undersow		X				
BLOCK 3						
Exterior						
Steam clean, redecorate and treat with silicone		X				
Repair plaster		X				
Repair main door		X				

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BLOCK 12 (continued)	9.8.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
Interior						
Area 105						
Repair formica wall lining						
Repair door						
Area 106						
Redecorate						
Repair vinyl floor tiles						
Repair wall linings						
Repair fire egress door						
Replace broken power outlet						
Replace door						
Areas 109-116						
Upgrade generally and also touch up painting in						
Area 116						
Structural						
Carry out strengthening to unreinforced cavity wall						
at places of egress						
Mechanical						
Areas 104-107						
Upgrade heating to state school standards						
Mechanical General						
Install a time switch for this block						
Electrical						
Reposition all existing fluorescent fittings if in						
good order to allow cooling space of 10mm between						
ceiling and fitting						
Replace badly rusted fluorescent fittings and wire to						
existing regulations						
Area 109						
Check water heater earthing and provide cover to						
connector block or expelair fan into Area 110						
Earth metal light fitting						
Areas 110 and 112-115						
Earth metal light fitting						
Area 111						
Replace broken fuse carrier in distribution board						
Area 116						
Provide two additional fluorescent fittings						
Repair batten fitting at corner						

	9.8.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
BLOCK 12 (continued) <u>Fire Protection</u> <u>Fire Equipment</u> Install a hose reel on the ground and first floors fitted with 25m of 12mm hose Line out the ground and first floor ceiling to give a half hour fire resistant rating which should also include the timber walkway		x				
BLOCK 13 <u>Exterior</u> Redecorate		x	x			
Repair louvre fittings <u>Interior</u> Area 86A		x				
Line timber frame Area 89		x				
Upgrade benches and services. Redecorate		x				
Replace manhole cover Replace tile nosing		x				
Install quick action protection valve Install master control valve at teachers bench		x				
Area 90 Upgrade benches		x				
Area 92 Replace dust cover at teachers bench		x				
Fill in vertical joint between blockwork and concrete column		x				
Area 118 Redecorate walls, ceiling and benches Replace broken sink on west side		x	x			
Area 118A Redecorate walls and ceiling Repair vinyl floor tile		x				
Areas 119 and 119A Redecorate		x				
Area 120 Redecorate, repair door, repair wall lining		x	x			

	9.8.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
BLOCK 13 (continued)						
Interior Area 123						
Redecorate walls and ceiling						
Repair skirting cover		x				
Area 124		x				
Redecorate walls and ceiling						
Provide solid infill to soundproof partition		x				
Repair skirting cover		x				
Repair door		x				
Provide new full size egress door		x				
Structural						
Carry out additional bracing on shear walls to wing adjacent to Block 14 by 31 March 1997						
Mechanical						
Areas 85, 89, 118 and 120						
Upgrade heating to state school standards		x				
Area 92						
Repair or replace existing gas radiant heater		x				
Areas 123 & 124						
Install thermostat and contactor to existing heater						
Mechanical General						
Install one time switch to control first floor heaters						
Electrical						
Cables across Areas 86 should be refixed and cable trunking completed on corners adjacent to Areas 91 and 92						
Area 118						
Metal roses and shades require earthing and reflexing on most fittings						
Fire Protection						
Means of Egress						
Areas 85, 89 and 92						
Convert a window in each area to a side hung casement type and install a standard Fire Exit sign						
Area 118						
Remove the lockset from the prep room and install a lock that can be opened from the inside without the use of a key on the door into the teachers room	x					





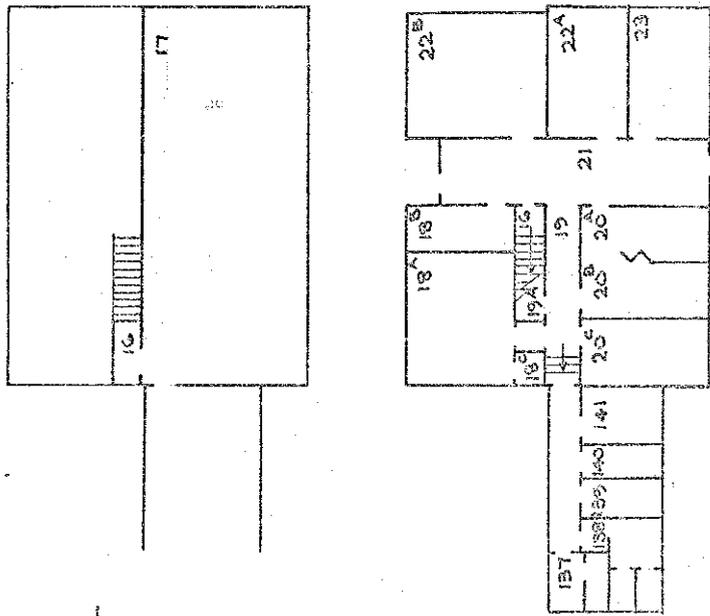


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9.8.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<p>BLOCK 20 (continued)</p> <p><u>Structural</u>                      Replace concrete block surround of incinerator</p> <p><u>Mechanical</u>                      Fit sleeve to chimney at roof level and carry out minor repairs</p> <p><u>Fire Protection</u>                      Replace timber roof with a steel frame</p> <p><u>Electrical General</u>                      Carry out a comprehensive general maintenance throughout the school. Replace old VIR cables where required and also old distribution boards. Check earth continuity and bring up to present regulation standards. Reflex metal light fittings with three core circular TPS workshop type flex and earth to regulations</p> <p><u>Fire Protection General</u>                      Install a low voltage fail safe manual alarm system with call boxes which are audible throughout the school area</p> <p><u>Furniture and Equipment</u>                      Provide furniture and equipment to state code found deficient in the following areas.</p> <p>Staffroom }                      Administration Offices }                      Library and Workroom }                      Art and Craft Block }                      Woodwork and Metalwork }                      Block }                      Draughting Room }                      Gymnasium }                      Classrooms }                      Senior Commonroom }</p> <p>Provide cleaning equipment to state school standards</p>	<p>x</p> <p>x</p> <p>x</p>	<p>x</p>	<p>x</p>		

DPR  
AD

9.8.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<p><u>Building Requirements</u> Provide by new construction or remodelling:</p> <p>Advanced laboratories 2 x 84m2                      Advanced preparation rooms 2 x 11.5m2                      Chemistry store of 17m2                      Art and Craft room of 105m2                      (includes modelling bay of 19m2)                      Art and Craft store of 21m2                      Art and Craft Project of 19m2                      Woodwork room of 158m2                      Woodwork project of 19m2                      Timber store of 28m2                      Metalwork room of 149m2                      Metalwork project of 14m2                      Metalwork store of 10m2                      Music room of 70m2                      Music resource room of 23m2                      Music practice rooms 1 x 11m2                      1 x 7.5m2                      Library (including workroom) of 175m2                      PE Changing room of 40m2                      PE store of 12.5m2                      Weight training bay of 9.5m2                      Outside PE store of 19m2                      HOD/PR rooms 3 x 9.5m2                      Careers advisers room of 12m2                      Staff restroom of 4.5m2                      School office of 19m2                      Casualty room of 9m2                      Caretakers room of 7m2                      Tractor shed                      Dangerous goods store of 9m2                      Resource storage of 47m2                      Maths workroom of 14m2                      Language store of 9.5m2                      1 WC, 1 WHB, 1 STDU and 1 shower cubicle for female staff                      2 WC's, 1 WHB, and 2 shower cubicles for male staff                      2 WHB's, and 6 shower sprays for pupils</p>			<p>x</p>		

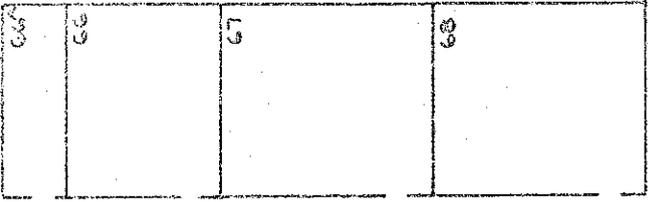


BLOCK 3 FIRST FLOOR AREA  
17 STAFFROOM 79.8m<sup>2</sup>

- BLOCK 3 GROUND FLOOR AREA
- 16 STAIRS
  - 18A STAFF WORKROOM 29.9m<sup>2</sup>
  - 18B STAFF RESOURCE
  - 18c SWITCH BOARD
  - 19 PASSAGE
  - 19A PAPER STORE 8.5m<sup>2</sup>
  - 20A SCHOOL OFFICE 10.2m<sup>2</sup>
  - 20B DUPLICATING 10.2m<sup>2</sup>
  - 20c CASUALTY ROOM
  - 21A PASSAGE
  - 22A PRINCIPAL 10.5m<sup>2</sup>
  - 22B FEMALE TOILET 25.0m<sup>2</sup>
  - 137 MALE TOILET
  - 139 RESTROOM
  - 140 SHOWER
  - 141 P.A.B.X.

Drawing No:	E15 042 02	Scale:	1:300
Date:	12 JULY 1979	Revision:	3 JUNE 1980
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DEPARTMENT OF EDUCATION  
 buildings division: integration of private schools  
 School: ST PAUL'S COLLEGE, AUCKLAND



<u>ROOM</u>	<u>AREA</u>
G6 CLASSROOM	37.67m <sup>2</sup>
G6A STORE	19.0m <sup>2</sup>
G7 CLASSROOM	58.4m <sup>2</sup>
G8 CLASSROOM	58.4m <sup>2</sup>



BLOCK 16  
ROOM  
 TUCKSHOP 10.14m<sup>2</sup>

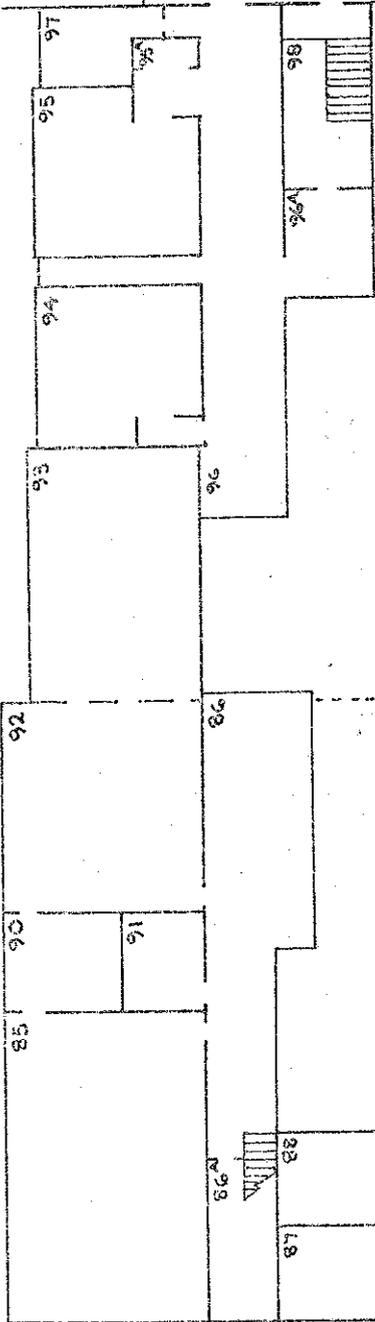


BLOCK 20  
 INCINERATOR

*[Handwritten signature]*

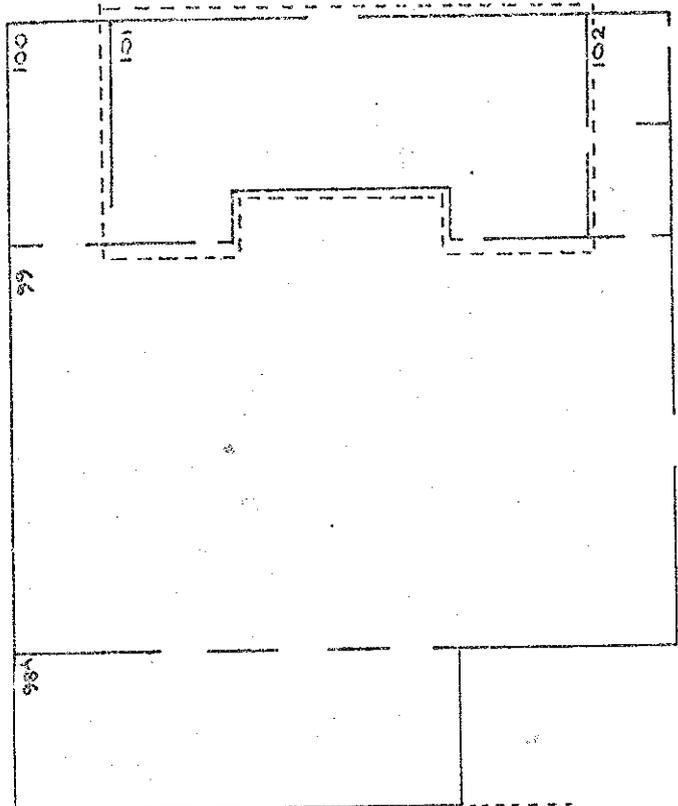
DEPARTMENT OF EDUCATION  
 buildings division: integration of private schools  
 School: ST PAUL'S COLLEGE, AUCKLAND

Drawing No: EIS 042 03	Scale: 1:300
Date: 13 JULY 1976	Drawn: <i>[Handwritten initials]</i>
REVISION 3 JUNE 1980	



BLOCK 14 GROUND FLOOR  
AREA  
 ROOM 93 BIOLOGY CLASSROOM 60.48m<sup>2</sup>  
 94 TOILETS  
 95 TOILETS  
 95A STORE  
 96 CORRIDOR  
 96A STAIRS  
 97 TOILETS  
 98 STAIRS  
 1.92m<sup>2</sup>

BLOCK 13 GROUND FLOOR  
AREA  
 ROOM 85 CHEMISTRY LAB. 81.32m<sup>2</sup>  
 86 PASSAGE  
 86A STAIRS 18.7m<sup>2</sup>  
 87 PREP. ROOM 18.7m<sup>2</sup>  
 88 OFFICE 82.8m<sup>2</sup>  
 89 GENERAL SCIENCE LAB. 16.34m<sup>2</sup>  
 90 PREP. ROOM 11.4m<sup>2</sup>  
 91 OFFICE 58.52m<sup>2</sup>  
 92 BIOLOGY LAB.



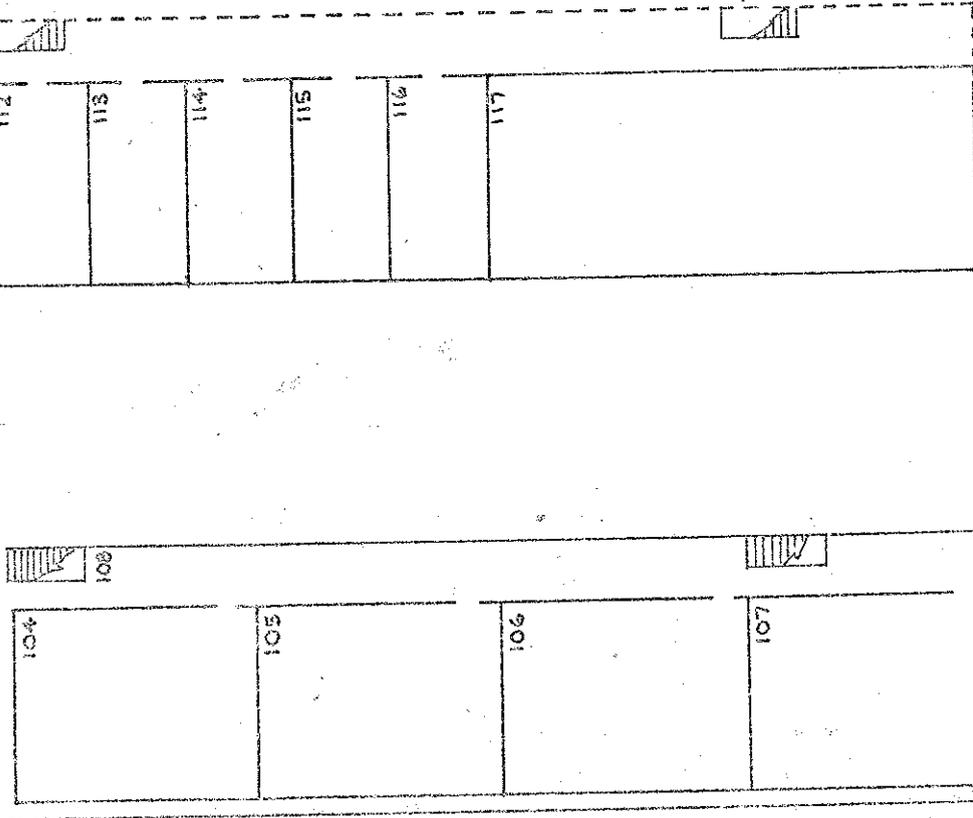
BLOCK 15 GROUND FLOOR  
AREA  
 ROOM 98A LOBBY 382.5m<sup>2</sup>  
 99 HALL 29.6m<sup>2</sup>  
 100 STORE 144m<sup>2</sup>  
 \* 101 SEN. COMMON ROOM 20.8m<sup>2</sup>  
 102 KITCHEN & SERVERY  
 \* NON INTEGRATING

DEPARTMENT OF EDUCATION  
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Drawing No:	E15 042 04	Scale:	1:300
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Revision:	3 JUNE 1980		

**BLOCK 12 FIRST FLOOR AREA**

ROOM	AREA
104 CLASSROOM	65.1m <sup>2</sup>
105 CLASSROOM	65.1m <sup>2</sup>
106 CLASSROOM	65.1m <sup>2</sup>
107 CLASSROOM	65.1m <sup>2</sup>
108 CORRIDOR	

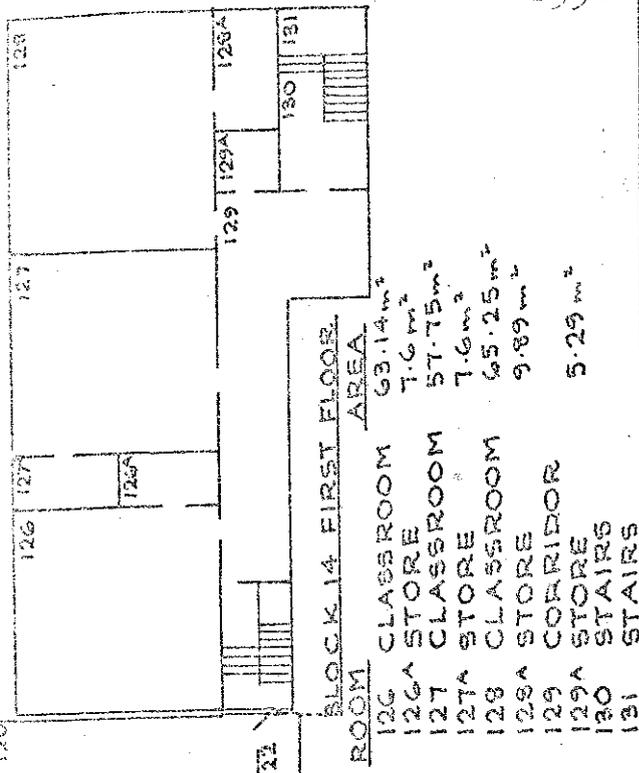


**BLOCK 13 FIRST FLOOR**

118 PHYSICS LAB.	96.52m <sup>2</sup>
118A STAIRS	
119 PREP ROOM	31.92m <sup>2</sup>
120 CLASSROOM	63.14m <sup>2</sup>
121 CORRIDOR	
122 CORRIDOR	
123 CLASSROOM	59.16m <sup>2</sup>
124 CLASSROOM	59.16m <sup>2</sup>
125 CORRIDOR	

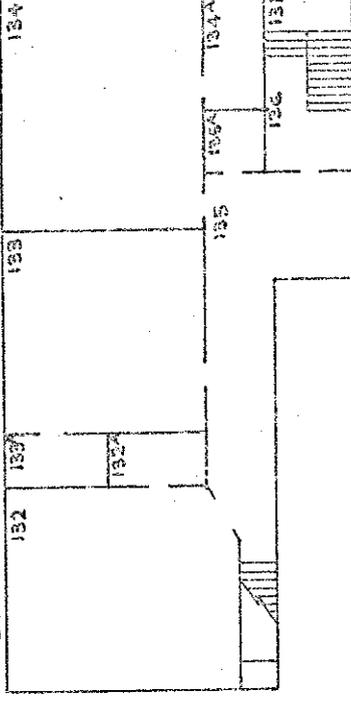
**BLOCK 12 GROUND FLOOR AREA**

ROOM	AREA
109 LAUNDRY	
110 STORE	23.98m <sup>2</sup>
111 LOCKERS	25.9m <sup>2</sup>
112 LOCKERS	25.9m <sup>2</sup>
113 LOCKERS	25.9m <sup>2</sup>
114 LOCKERS	25.9m <sup>2</sup>
115 LOCKERS	25.9m <sup>2</sup>
116 STORE	25.9m <sup>2</sup>
117	



**BLOCK 14 FIRST FLOOR AREA**

ROOM	AREA
126 CLASSROOM	63.14m <sup>2</sup>
126A STORE	7.6m <sup>2</sup>
127 CLASSROOM	57.75m <sup>2</sup>
127A STORE	7.6m <sup>2</sup>
128 CLASSROOM	65.25m <sup>2</sup>
128A STORE	9.89m <sup>2</sup>
129 CORRIDOR	
129A STORE	5.29m <sup>2</sup>
130 STAIRS	
131 STAIRS	



**BLOCK 14 SECOND FLOOR AREA**

ROOM	AREA
132 CLASSROOM	63.14m <sup>2</sup>
132A STORE	7.0m <sup>2</sup>
133 CLASSROOM	57.75m <sup>2</sup>
133A STORE	7.6m <sup>2</sup>
134 CLASSROOM	65.25m <sup>2</sup>
134A STORE	9.89m <sup>2</sup>
135 CORRIDOR	
135A STORE	5.29m <sup>2</sup>
136 STAIRS	

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

Drawing No: E15 042 05  
 Scale: 1:300  
 Date: 14 JULY 1978  
 REVISION: 3 JUNE 1980  
 Drawn: [Signature]  
 J.P.K.

#### FOURTH SCHEDULE

All those chattels of the Proprietor which in terms of clause 3(b)(iii) 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. One pair of stuffed Kiwis with Egg, in case.
2. One pair of Huias in case.
3. Tui and 7 other birds in case.
4. Painting of Guide Rangī on velvet - McPhee
5. Life size statues of:
  - i. Marcellin Champagnat.
  - ii. The Sacred Heart.
  - iii. St. Paul.



D. P. R.  
R. A.

## FIFTH SCHEDULE

Schedule of Staffing Appointments to Intermediate Department of St. Paul'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 two (2) teachers.

## SIXTH SCHEDULE

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

The New Zealand Marist Brothers' Trust Board, proprietors of St. Paul's College, have been conducting a secondary school in Richmond Road since 1903. It was established as Sacred Heart College, but was renamed in 1955 when a new College was opened at Glen Innes. St. Paul's College was a day and boarding school initially, but in 1981 it became a day school solely.

St. Paul's College, being founded and administered by the Marist Brothers' Order, has been influenced by the traditions and spirit of this international community of Brothers, who were founded in the nineteenth century in France to educate the less-favoured students in the post-Revolution period, and then to extend their work into other needy areas of the world. Thus, in 1876, the first Marist Brothers arrived in the South Pacific to open schools in New Zealand, Fiji, the Samoas, and Tonga. These countries today form one administrative unit called the Province, which is headed by a Brother Provincial Superior.

The Marist Brothers are proprietors of three Colleges in New Zealand:

ST. PAULS'S COLLEGE, PONSONBY,  
SACRED HEART COLLEGE, GLEN INNES,  
MARCELLIN COLLEGE, EPSOM.

In addition, they provide staff in the following schools:

HATO PETERA COLLEGE,  
MARIST BROTHERS, VERMONT STREET, AUCKLAND,  
XAVIER COLLEGE, CHRISTCHURCH,  
JOHN PAUL 2ND HIGH SCHOOL, GREYMOUTH,  
ST. JOHN'S COLLEGE, HAMILTON,  
MARIST BROTHERS, HAMILTON,  
ST. PETER'S COLLEGE, PALMERSTON NORTH,  
MARIST COLLEGE, INVERCARGILL,  
MARIST PRIMARY SCHOOL, INVERCARGILL,  
ST. BERNARD'S COLLEGE, LOWER HUTT,  
CHANEL COLLEGE, MASTERTON,  
MARIST BROTHERS' SCHOOL, NAPIER,  
MARIST BROTHERS' SCHOOL, TIMARU,  
MARIST BROTHERS' SCHOOL, MIRAMAR,  
MARIST BROTHERS' SCHOOL, NEWTOWN.

In all the above-mentioned schools, the Brothers bring their own particular traditions and spirit of Christian Community, care for the less-favoured, willingness to go to new areas or needs indicated by the Bishops, and they maintain a strong link with the Pacific Islands, where New Zealand Brothers staff thirteen schools. With the changing needs in all of these places, the Brothers are transferred within New Zealand and between New Zealand and the Pacific.

Against this background of national and international involvement, therefore, St. Paul's College endeavours to develop within the families and staff who make up the College Community, "a spirit of humility, and a love of awareness of the poor, and apostolic zeal, a sense of the Church and a love of the blessed Virgin." (Constitution of the Marist Brothers).

The College organisation, courses, programme and the environment that they create contributes towards this development. Of particular significance in the life of the College are:

1. The Christian Living and Retreat Programme.
2. Staff training with religious and pastoral emphasis.
3. The emphasis placed on family and community spirit among students, parents, staff and past students.
4. The development of prayer and worship.

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.



J. PL  
RA.