

THIS DEED OF AGREEMENT is made the 26 day of December, 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 **St. John's College, HASTINGS**, (hereinafter referred to as "**the School**")
- B The School is a Roman Catholic Secondary School for boys only from Form Three (III) to Form Seven (VII) offering Education with a Special Character.
- C The School was established in 1941 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 Society of Mary. The Religious of the Society of Mary bring to the School the special characteristics of their Order as are more particularly described in the **Fifth Schedule** hereto. The said Order will continue after the effective date of integration to offer teaching staff to the School, so long as it has members available for that purpose.
- D The Minister and the Proprietor have agreed to enter into this Deed of Agreement pursuant to the Private Schools Conditional Integration Act 1975, whereby the School is to be established as an integrated School.

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

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

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

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

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

PROVIDED THAT

- (i) At the request of the Proprietor, the Board of Governors may grant the use of the School premises and chattels to the Proprietor or other person or persons at any time when the School premises and chattels are not required for School purposes and the Board of Governors shall not unreasonably or arbitrarily withhold its consent. The Board of 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 Schedule** hereto. The Proprietor shall upon completion of any improvements to the electrical services described in the **Third Schedule** hereto arrange for the local Electrical Supply Authority to inspect the School premises in terms of Regulation 45 of the Electrical Supply Regulations 1976.

- (e) The Proprietor shall plan, execute and pay for such capital works and associated facilities at the School as may be approved or required, from time to time, by the Minister pursuant to Section 40(2)(d) of the Private Schools Conditional Integration Act 1975.
- (f) The Proprietor may own or hold upon trust, and control and maintain, any land, buildings and associated facilities that, although not part of the integrated School premises in terms of this Deed of Agreement are regarded by the Proprietor as appropriate to maintain the Special Character of the School.
- (g) The Proprietor shall insure all the buildings forming part of the School premises and the Proprietor's chattels (if any) owned or held upon trust for the purposes of the School and the other assets owned by the Proprietor for the purposes of the School against risks normally insured against, in some responsible insurance office in New Zealand, and further acknowledges the obligation on it created by Section 40(2)(h) of the Private Schools Conditional Integration Act 1975.
- (h) No person employed at the School and paid for his services in whole or in part out of moneys appropriated by Parliament, shall be paid by the Proprietor or its servants or agents any remuneration additional to that provided for by the Private Schools Conditional Integration Act 1975 or shall be granted or permitted any condition of service more favourable than that permitted in the case of a person

employed in a comparable position in a State School **PROVIDED** **HOWEVER** that a teacher to whom the provisions of Section 71 of the Private Schools Conditional Integration Act 1975 apply, shall continue to be paid no less than the same salary, and be accorded the same status, as he received or was accorded on the day before the effective date of the integration of the School.

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

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

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

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

8. THE School had a roll of three hundred and forty-six (346) 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 three hundred and ninety (390) 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 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 (20) 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 section 52 of the Private Schools Conditional Integration Act, 1975, it may be referred to the appropriate Secondary Enrolment Review Committee pursuant to the provisions of the said section.

**11. IT** is agreed by and between the parties hereto 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 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** staffing entitlement of the School as at the 1st day of March one thousand nine hundred and eighty-two (1982) was seventeen decimal six three (17.63) positions (excluding the Principal and 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 person so appointed to these positions shall accept these requirements as a condition of appointment. In the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement then the number of teaching positions designated under Section 65(1)(c) of the Private Schools Conditional Integration Act 1975 as positions of importance carrying a responsibility for Religious instruction shall be the same proportion to the nearest whole number of the other teaching positions as seven (7) is to seventeen decimal six three (17.63) as hereinbefore provided.

**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 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.

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

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 Board of Governors 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 as is more particularly delineated on the plan forming part of the **Second Schedule** hereto. In particular, the water supply, the power supply and the sewerage and drainage systems are all used in common and the costs of maintaining such services and facilities shall be apportioned as provided in **clause 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. Where such services lie wholly or partly within the School premises, the Board of Governors will do nothing to prevent the availability of those services to that part of the Proprietor's land and improvements which are not part of the School premises.

**25. 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.

**26. THE** Proprietor agrees to maintain Block J and Block F more particularly delineated on the plan forming part of the **Second Schedule** hereto so as to meet Department of Education and Ministry of Works and Development requirements until such time as the demolition or remodelling work outlined in the **Third Schedule** hereto is carried out. The Controlling Authority shall be responsible for the running or operating costs associated with the use of the said Block J and Block F, in particular the power supply, water, sewerage, drainage and cleaning costs.

**27. THE** Proprietor shall not engage any teachers between the date of execution of this Deed of Agreement and the effective date of integration other than those whose names have already been notified by the Proprietor

to the Director-General of Education without first obtaining the consent of the Director-General.

**28. THE** Proprietor shall reimburse the Minister for the payment of salary, wages and the proportion of School holiday pay due and paid by the Minister in respect of the 1982 School year to any person employed at the School up to the effective date of integration **PROVIDED THAT** the Proprietor shall not be required to reimburse the Minister in respect of any salary, wages and holiday pay which has been paid to teachers up to the date of integration by the Minister in accordance with the terms of the Minister's letter of 4th December 1980 to Archbishop Williams.

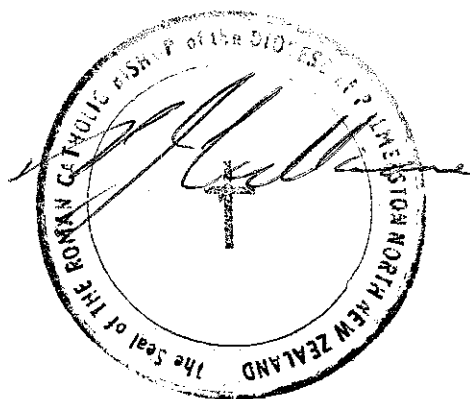
**29. THE** Minister shall subject to **clause 3(d) and (e)** and **clause 26** of this Deed of Agreement after the effective date hereof maintain the School premises and the associated facilities in a state of repair order and condition as for a comparable State School and subject to **clause 3(b)(iii)** 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.

**30. THE** effective date of this Deed of Agreement shall be the 1st day of February One thousand nine hundred and eighty-three (1983)

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

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

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. Ragg*  
*24 Bluffton Terrace*  
*Palmerston North*  
*Private Secretary*

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. Folker*  
*12 Hokianga 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 Jervois Street, Hastings, being known as **St John's College, HASTINGS**, and being more particularly described as follows and delineated in green on the plan forming part of the **Second Schedule** hereto.

FIRSTLY, All that freehold parcel of land containing 4.3121 hectares more or less situate in the City of Hastings being part of Lots 141, 142 and 143, Block IX on Deposited Plan No. 362, Lot 12 and part Lots 1, 2, 3 and 4 on Deposited Plan No. 2590, Lot 7 on Deposited Plan No. 6462 and Lot 12 on Deposited Plan No. 7259 which said parcel of land comprises portion of the Heretaunga Block and being all the land in Certificate of Title Volume 178 Folio 74 (Hawkes Bay Registry)

### SUBJECT TO:

1. Fencing covenant in Transfer 22351 (affects part Lot 1 Plan 2590 only)
2. Fencing covenant in Transfer 22352 (affects part Lot 4 Plan 2590 only)
3. Fencing covenant in Transfer 25329 (affects Lot 12 Plan 2590 only)
4. Mortgage 26920 to the Housing Corporation of New Zealand
5. 350759.2 Variation of Mortgage 26920

**SECONDLY,** All that freehold parcel of land containing 605 square metres more or less situate in the Borough of Hastings being part Lot 1 on Deposited Plan No. 2590 which said parcel of land comprises portion of the Heretaunga Block and being all the land in Certificate of Title Volume 155 Folio 183 (Hawkes Bay Registry)

**SUBJECT TO:** Fencing covenant in Transfer 22351

**THIRDLY,** All that freehold parcel of land containing 607 square metres more or less situate in the City of Hastings being part Lot 2 on Deposited Plan No. 2590 being part Heretaunga Block and being all the land in Certificate of Title Volume C4 Folio 453 (Hawkes Bay Registry)

**SUBJECT TO:** Fencing Covenant in Transfer 25151

**FOURTHLY,** All that freehold parcel of land containing 1214 square metres more or less situate in the City of Hastings being part Lots 3 and 4 on Deposited Plan 2590 being part Heretaunga Block and being all the land in Certificate of Title Volume C4 Folio 454 (Hawkes Bay Registry).

**SUBJECT TO:** Fencing covenant in Transfer 22352

**FIFTHLY,** All that freehold parcel of land containing 2274 square metres more or less situate in the City of Hastings being Lots 5, 6 and 7 on Deposited Plan 2590 and being all the land in Certificate of Title Volume G3 Folio 951 (Hawkes Bay Registry)

**SUBJECT TO:** Fencing covenant in Transfer 22353 (affects Lot 7) and 25188 (affects Lots 5 and 6)

**SIXTHLY,** All that freehold parcel of land containing 4921 square metres more or less situate in the City of Hastings being Lot 2 on Deposited Plan 13351 and being all the land in Certificate of Title Volume E4 Folio 540 (Hawkes Bay Registry)

**SUBJECT TO:** Fencing covenant in Transfer 79610



SEVENTHLY, All that freehold parcel of land containing 775 square metres more or less situate in the City of Hastings being Lot 13 on Deposited Plan 2590 and being all the land in Certificate of Title Volume E4 Folio 1012 (Hawkes Bay Registry)

EIGHTHLY, All that freehold parcel of land containing 669 square metres more or less situated in the Borough of Hastings being part of the Heretaunga Block, and being also Lot 8 on Deposited Plan No. 6462 and being all the land in Certificate of Title Volume 99 Folio 255 (Hawkes Bay Registry).

SUBJECT TO: Fencing covenant in Transfer 66528

NINTHLY, All that freehold parcel of land containing 898 square metres more or less situate in the City of Hastings being Lot 15 on Deposited Plan 2590 and being all the land in Certificate of Title Volume H4 Folio 908 (Hawkes Bay Registry)

SUBJECT TO: Fencing covenant in Transfer 27138

TENTHLY, All that freehold parcel of land containing 774 square metres more or less situate in the Borough of Hastings part Heretaunga Block and being Lot 14 on a plan deposited in the Land Registry Office at Napier under No. 2590 and being all the land in Certificate of Title Volume 69 Folio 255 (Hawkes Bay Registry)

There are debts owing by the Proprietor to :-

1. The Archdiocesan Development Fund of the Archdiocese of Wellington and 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.

# ST JOHN'S COLLEGE, HASTINGS

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

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

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

## THIRD SCHEDULE

### AGREED PHASING OF WORK TO BE COMPLETED BY:

SITE	1/2/83	31/3/84	31/3/85	31/3/86	31/3/87	31/3/88
<u>Access Roads and Sealed Areas</u>						
Patch holes in seal from entrance gate past Blocks H & C					x	
Spray for weeds and reseal area from entrance gate extending past H and C Blocks					x	
Concrete area on south side of D Block in front of cycle stands		x				
Spray for weeds and patch holes in seal from entrance of the chapel to A Block		x				
Reseal drive from the entrance gate on the West side of chapel extending to A block				x		
<u>Concrete Areas</u>						
Replace with concrete the first section of path to Block G		x				
<u>Grounds</u>						
Spray for weeds, regrade and sow open grassed area fronting Jervois Street and east of H Block		x				
Grade and resow north and east of N Block		x				
Remove dead tree at west end of playing field		x				
Fill depressions in main playing field with topsoil and resow		x				
Provide stormwater drainage to Blocks O & P		x				

	1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>BLOCK A TO BLOCK E</u> <u>Covered Way</u> Check leaks and straighten spouting Check all downpipes, readjust and fix as necessary Clean out stormwater sumps in concrete channel and replace grates Check metal covers to upstands of roof trays and refix ends Replace rusting cover opposite window 13 and 18 from west end of E Block Refix cover at end of covered way to Block C Repaint including roof (half cost to be met by department) Patch peeling paintwork <u>Fencing</u> Upgrade and renew where necessary the boundary fences surrounding the school site		x x x x x x x		x		
<u>BLOCK A</u> <u>Exterior</u> Treat for moss and repaint exterior completely including roof Refix rainhead on west side Replace roof <u>Interior</u>		x		x x		
Area 1 Ease door to cupboard by entrance door to area 3 Ease and repair sashes on NW corner Redecorate Area 2 Replace lino		x x		x		
Area 3 Replace lino Check and repair water damage to window on east side		x x x				

BLOCK A Interior (cont'd)	1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
Area 4 Replace lino in front of shower and WC pan Treat ceiling for mould and revarnish Finish around cistern with wooden moulding and paint		x x x				
Area 5 Finish off lining around store and plant Structural Provide bracings and fixings in the transverse direction to MWD standards		x				
Mechanical Provide heating in area 1 to state school standards		x		x		
Electrical Area 2 Upgrade lighting to state school standards Secure power outlet range in box Secure zip hot-water flex to comply with Electrical Wiring Regulations	x x			x		
Area 3 Replace existing switchboard with a metalclad board with MCB control						
Area 4 Provide additional light in shower/toilet to state school standards		x		x		
BLOCK B Exterior Refix downpipes to wall with steel fixing brackets						
Interior Area 6 Ease entrance and secondary egress door and fit striker plate Redecorate (half cost to be met by department)		x				x

	1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>BLOCK B (cont'd)</u> <u>Interior (cont'd)</u> <u>Area 7</u> Replace cabin hook to entrance door Redecorate (half cost to be met by department) <u>Electrical</u> Upgrade lighting in areas 6, 7 and 8 to state school standards <u>Fire Protection</u> <u>Areas 6, 7 &amp; 8</u> Ease all secondary and primary egress doors	x	x				x
<u>BLOCK C</u> <u>Exterior</u> Plaster around heating pipes protruding through first floor concrete floor at east end of Block Lag heating pipes Repaint walls and joinery Paint new timberwork under covered way <u>Covered Way</u> East end of Block C and West of Block F Replace metal cover to upstands of roof trap where missing Repaint covered way including roof (half cost to be met by department)		x x x x			x	
<u>Interior</u> <u>Area 2</u> Replace chalkboards and runners Sand and seal teaching dais Ease entrance doors on east and west ends Redecorate Provide casement stays to whitco windows <u>Area 10</u> Provide floor tiles where unit removed Place timber member at top of north wall to block off draught after removing paper infill		x x x x x x		x x		

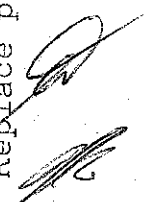
BLOCK C	1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>Interior (cont'd)</u>						
Area 11						
Refix all loose and sagging acoustic ceiling panels, provide cover battens at edges where tiles not fitting tightly against trusses and wall	x					
Replace glass sliding door to cupboard north wall at east end						
Ease bottom doors of cupboard at east end	x					
Ease doors on north wall at east end	x					
Replace latch set of door to area 13 at west end	x					
Ease middle double doors and replace lock	x					
Replace double chalkboard at south east end				x		
Replace single chalkboard at north west end				x		
Replace double chalkboard at north west end				x		
Refix top rail of bottom opening sash at east end of south wall						
Provide pull handles to whitco windows	x	x				
Redecorate (half cost to be met by department)						
Provide pilot light to power point for electric unit south east corner		x				x
Area 12						
Refix loose acoustic tiles						
Ease top of whitco sash and provide pull handles	x	x				
Replace zip water heater						
Check ducting through roof for leaks			x			
Area 13						
Revarnish windows						
Ease louvre fittings						
Replace double chalkboards						
Check low pressure hot water radiators and secure back to wall where necessary					x	
Repair dripping taps, check where gooseneck connects to upstand for leaks	x					
Fit stays to two large whitco sashes on north wall	x	x				
Areas 14 & 15						
Replace missing floor tiles						
Repaint areas (half cost to be met by department)		x				
Replace lock to door of area 15		x				
Area 16						
Replace 1 louvre blade		x				

BLOCK C Interior (cont'd)	1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>Areas 19 &amp; 20</u> Ease entrance doors to both areas Repair leaks in two shower roses in area 19 Replace 2 x 4 blade louver fittings Replace door locks Replace louver fittings in dressing area		x x x x x				
<u>Area 21</u> Provide shelf for storage of fittings		x				
<u>Area 24</u> Repair glazed pipe in column or replace with wrought iron pipe		x				
<u>Structural</u>						
Provide bracing to first floor walls to MWD standards				x		
<u>Mechanical</u>						
Insulate boiler house pipework Install a safety thermostat Re-check calorifier for corrosion from rust Repair the top fixings of radiators throughout block		x x x	x			
<u>Electrical</u>						
Remove old aerial service lines from face of Block C Eliminate potential hazard which exists at the switchboard where PVC submain cables cross over bare metal pipes of LPHW system on their way into the main switchfuse	x	x				
Provide a new metalclad polyphase MCB controlled switchboard to replace existing board in area 21 Upgrade lighting to state school standards in areas 9, 11, 12, 13, 16, 20 and 23		x				
Provide additional wall socket outlets to state school standards in areas 11 and 13				x		
<u>Fire Protection</u>				x		
<u>Means of Egress</u>						
Change locks on exit doors to areas 9, 11 and 13 to a type that can be opened from the inside without the use of a key Remove locks from doors which provide communication between areas 11, 12 and 13	x x					



Fire Protection (cont'd)	1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>Means of Egress (cont'd)</u>						
Refix bottom rail, prime and paint timber bottom rail on balcony		x				
<u>Fire Equipment</u>						
Replace the 2½ lb dry powder fire extinguisher in area 11 with a 3 kg CO <sub>2</sub> unit		x				
<u>Linings</u>						
Treat linings of ceilings and walls in areas 11, 12 and 13 with fire retardant paint approved by MWD and applied in accordance with manufacturer's specifications						
Stop holes around pipes in concrete boiler enclosure with fire resistant material in accordance with MWD standards		x				x
<u>BLOCK D</u>						
<u>Exterior</u>						
Replace downpipe on NE corner of D Block using galvanised wrought iron for bottom section		x				
Plaster over chipped concrete on south side where water pipes come through floor		x				
Patch plaster on SW corner of D Block		x				
Clean out copper supply tanks on roof and provide tops		x				
Make and fit new tank stands						
Repaint walls and joinery						
<u>Interior</u>						
Refix ceiling battens on first floor verandah		x				
Remove shiny surface of verandah		x				
<u>Area 25</u>						
Clean floor tiles		x				
Replace 1 acoustic ceiling tile over blackboard		x				
Fix spout tap over sinks to wall near chalkboard and entrance door		x				
Provide top to control valve		x				
Repaint and varnish area (half cost to be met by department)		x				x

BLOCK D					1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>Interior (cont'd)</u>										
<u>Area 26</u>										
Clean floor tiles around edges										
Repaint hot water radiators						x				
Repaint and varnish area							x			
<u>Area 27</u>										
Replace display board						x				
Repaint hot water radiators							x			
<u>Area 28</u>										
Repair 1 ceiling tile near entrance door										
Repaint ceiling, revarnish window surrounds, walls and cupboards						x				
<u>Area 29</u>										
Clean floor and polish										
Repaint area						x				
<u>Area 32</u>										
Repaint area										
<u>Area 33</u>										
Clean out and polish lino tiles										
Replace 1 pinex tile						x				
Clean and repaint area						x				
Replace fluorescent tubes						x				
<u>Area 34</u>										
Clean and polish lino tiles										
<u>Structural</u>										
Brace first floor walls to meet MWD standards										
Reduce wall lengths in ground floor to MWD standards										
<u>Mechanical</u>										
Repair top fixing of all radiators										
<u>Electrical</u>										
Upgrade lighting to state school standards in areas 25, 26, 27, 28, 32, 34 and 35										
Replace porcelain fuses with MCB's										



~~Refit~~ two doors

37.388

BLOCK E	1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
Interior (cont'd)						
Area 40						
Refix entrance door handle						
Fit new handle to louvre control on north side						
Refix shelves and fit new cupboard door to cupboard on north wall						
Replace chalkboard						
Revornish and repaint walls						
Area 41						
Ease doors						
Replace display board at west end						
Replace control taps to radiators						
Replace chalkboard						
Revornish and repaint walls						
Remove rot exposed ceiling purlin and splice piece into place						
Area 42						
Ease doors on north and west ends of room and refix door handle						
Replace louvre window operating extension handle on north side of room						
Replace ply panelling in bottom of doors						
Reline behind cupboard on north wall, refix shelving, replace cupboard doors and locks						
Replace display board at west end						
Replace chalkboard						
Revornish and repaint walls						
Area 43						
Replace broken floor tiles, finish off tiles on south side of teacher's dais						
Fit new lock set to entrance doors						
Reline behind cupboard on north side, refix shelving, and fit doors and locks						
Replace display board on west end						
Resurface chalkboard						
Revornish and repaint walls						
Structural						
Strengthen in longitudinal direction, remove some of brickwork and safeguard remainder to MWD standards						

BLOCK E (cont'd)	1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>Mechanical</u> Repair top fixings of radiators  <u>Electrical</u> Replace existing switchboard with a metal clad type with MCB controls Upgrade lighting to state school standards in areas 30-43		x		x		
<u>Fire Protection</u> <u>Means of Egress</u> Ease secondary egress doors to areas 39-43, fit pull handles on inside of doors and change lock to a type that can be opened from the inside without the use of keys	x					
<u>BLOCK F</u> <u>Exterior</u> Clean out gully traps and stormwater sumps Clean out internal gutter on roof Replace roof		x x		x		
<u>Interior</u> Repair dripping taps and replace tap handles on east and west side		x				
<u>Structural</u> Brace the roof and assess external walls for possible improvement to MWD standards				x		
<u>BLOCK G</u> <u>Exterior</u> Refix downpipes on south wall and connect into stormwater drain Paint roof		x x				
<u>Interior</u> <del>Area 37</del> Repair sash and replace pane of glass next to entrance door Repaint walls and ceiling		x	x			

**X**

BLOCK H Interior (cont'd)	1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
Area 53 Replace top pane of glass in glass doors with georgian wired glass		x				
Area 57 Renail centre bay of acoustic tiles where lifting off ceiling Repair twisted secondary egress door Revarnish walls		x x		x		
Area 59 Repaint area		x				
Area 61 Replace broken ceiling tile and repaint Replace 2 window catches Clean and polish lino Replace fixed power point on west wall Revarnish area		x x x x				
Area 62 Clean stains and wads of paper off ceilings Repaint block wall after exterior sealed Replace missing guides to bottom of blackboards Revarnish area		x x x		x		
Structural Carry out a complete assessment of block with particular attention to ground floor to determine strength and upgrade to MWD standards				x		
Mechanical Upgrade heating to state school standards in area 56				x		
Electrical Upgrade lighting to state school standards in areas 48, 56, 57, 58, 61 and 62 Provide additional wall mounted socket outlet to state school standards in area 52				x		
Fire Protection Means of Egress Change the lock on the communicating door between areas 60 & 62 and the exterior of area 60 to allow for alternative egress from area 62	x					

	1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>BLOCK H</u> <u>Means of Egress (cont'd)</u> Fix bottom rail on stairs and balcony		x				
<u>BLOCK J</u> <u>Exterior</u> Paint roof and walls					x	
<u>Electrical</u> Replace porcelain fuse carriers with MCB's Upgrade lighting to state school standards in areas 45 and 46					x	
Remove redundant switchboard from area 45					x	
<u>Fire Protection</u> <u>Fire Equipment</u> Install a 10 litre water type fire extinguisher in area 46	x					
<u>Linings</u> <u>Area 46</u> Upgrade interior wall and ceiling linings with 9.5mm plasterboard to give a half hour FRR					x	
<u>BLOCK N</u> <u>Exterior</u> Treat diving board frame and ladders for rust and repaint Clean off rust and paint pipe standards on fence at east end of pool Replace 5 concrete paving slabs on south side of pool Clean down and repaint pool Repair bottom hinge on entrance gate Check suspect water leakage through north wall		x	x	x	x	
<u>BLOCKS O &amp; P</u> <u>Exterior</u> Replace stiles on garage doors Replace novaroom above doors Refurbishing on south side Replacing broken sheets of novaroom on north side Paint roof and woodwork		x	x	x	x	x



1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<p><u>BLOCK P</u></p> <p><u>Interior</u></p> <p><u>Area 78</u> Remove rust on pipe work to filter plant and tank and repaint Finish off laying concrete floor</p> <p><u>Area 77</u> Reline and repaint</p> <p><u>Area 76</u> Provide copper flashing over top of urinal and behind wall lining to prevent water seepage from copper sparge pipe Readjust sparge pipe so that water does not throw out onto threshold of urinal</p> <p><u>Area 75</u> Repair entrance door Reline where necessary and repaint area Check shower and reline</p> <p><u>Structural</u> Strengthen hollow masonry walls to MWD standards</p> <p><u>Fire Protection</u> Provide 1 x 5 kg dry powder fire extinguisher in area 74</p> <p><u>BLOCK Q</u></p> <p><u>Structural</u> Strengthen courts to MWD standards</p> <p><u>BUILDING REQUIREMENTS</u></p> <p>Study rooms 2 x 47m<sup>2</sup> Art and Craft room of 105m<sup>2</sup> Art and Craft store of 21m<sup>2</sup> Pottery kiln shed of 10m<sup>2</sup> Music resource room of 23m<sup>2</sup> Music practice rooms 1 x 11m<sup>2</sup> Lecture theatre of 75m<sup>2</sup> 12 x 7.5m<sup>2</sup></p>					
	x x  x x				
	x x x x x		x		
	x			x	
					x

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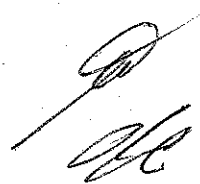
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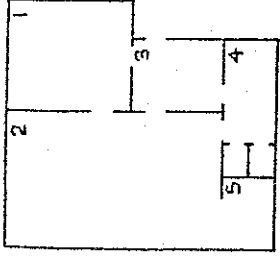
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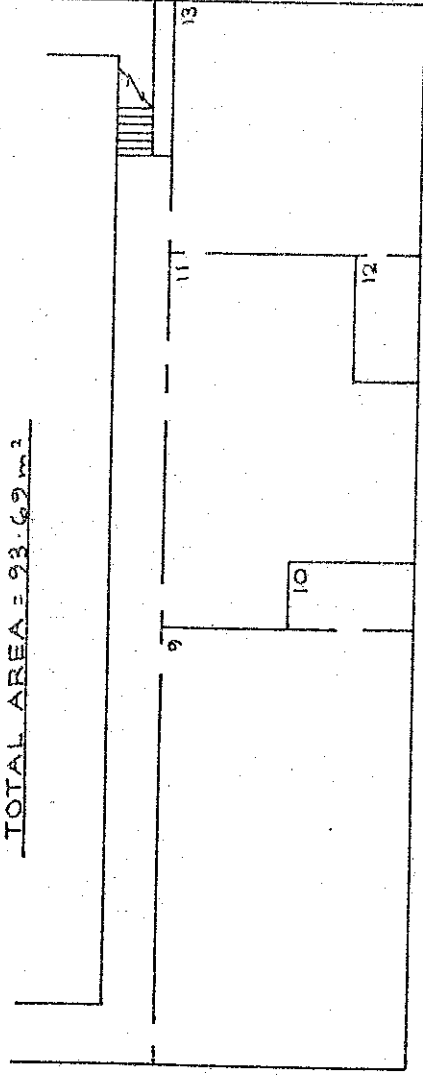
FURNITURE AND EQUIPMENT	1.2.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
	Sickroom Technical Drawing Music/Audio Visual Resource workroom Library Geography and History Maps Art room Mower shed - Block K			x		





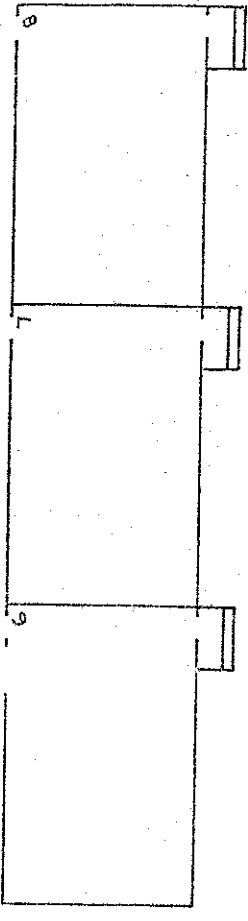
BLOCK A	
ROOM	AREA
1 PRINCIPAL'S OFFICE	18.62 m <sup>2</sup>
2 STAFFROOM	49.33 m <sup>2</sup>
3 FOYER	
4 STAFF TOILETS	
5 KITCHEN	

TOTAL AREA = 93.69 m<sup>2</sup>



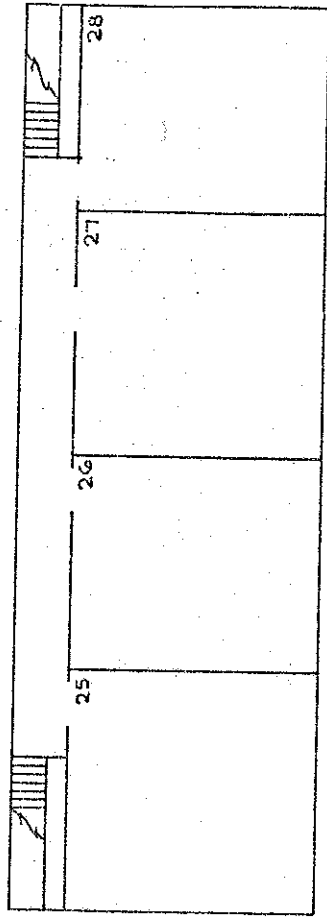
BLOCK C FIRST FLOOR	
ROOM	AREA
9 CLASSROOM	162.02 m <sup>2</sup>
10 STORE	11.15 m <sup>2</sup>
11 LABORATORY	110.88 m <sup>2</sup>
12 STORE	11.15 m <sup>2</sup>
13 LABORATORY	93.65 m <sup>2</sup>

TOTAL AREA = 500.40 m<sup>2</sup>



BLOCK B	
ROOM	AREA
6 CLASSROOM	84.00 m <sup>2</sup>
7 CLASSROOM	84.00 m <sup>2</sup>
8 CLASSROOM	84.00 m <sup>2</sup>

TOTAL AREA = 262.08 m<sup>2</sup>

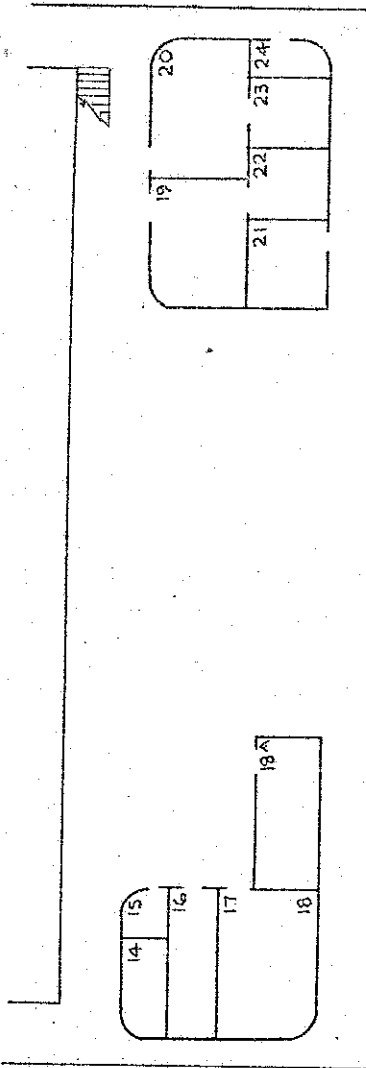


BLOCK D FIRST FLOOR	
ROOM	AREA
25 LABORATORY	92.18 m <sup>2</sup>
26 CLASSROOM	79.01 m <sup>2</sup>
27 CLASSROOM	92.00 m <sup>2</sup>
28 DRAUGHTING	73.16 m <sup>2</sup>

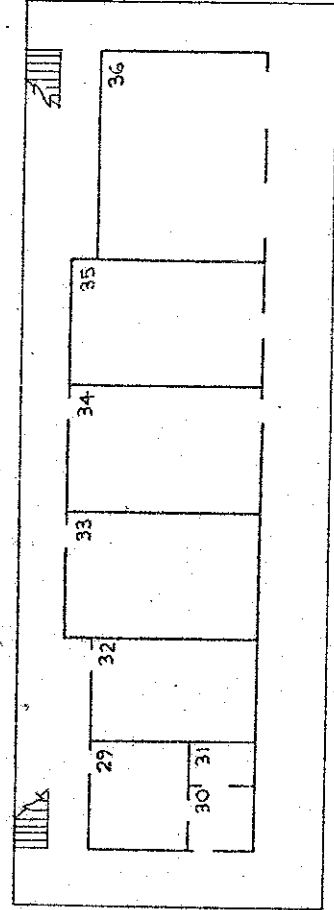
TOTAL AREA = 426.00 m<sup>2</sup>

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

Drawing No:	EIS 073 02	Scale:	1:300
Date:			
Revision		Drawn:	22 NOVEMBER 1979
			13 MARCH 1981
			SHEET 2 OF 6 SHEETS



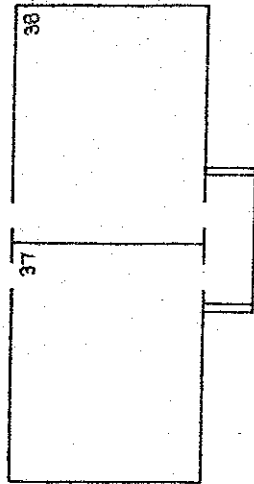
BLOCK C GROUND FLOOR		
ROOM	AREA	
14 TUCKSHOP	7.25m <sup>2</sup>	
15 STORE	1.25m <sup>2</sup>	
16 STORE	9.20m <sup>2</sup>	
17 } STORE	18.40m <sup>2</sup>	
18 }		
18A STORE	18.95m <sup>2</sup>	
19 DRESSING ROOM	18.95m <sup>2</sup>	
20 DRESSING ROOM		
21 BOILER ROOM		
22 SHOWER ROOM		
23 SHOWER ROOM		
24 STORE	2.97m <sup>2</sup>	
TOTAL AREA = 500.40m <sup>2</sup>		



BLOCK D GROUND FLOOR		
ROOM	AREA	
29 SICK ROOM	14.81m <sup>2</sup>	
30 CASUALTY ROOM		
31 TOILET		
32 COMMON ROOM	26.43m <sup>2</sup>	
33 STATIONERY STORE	37.35m <sup>2</sup>	
34 BOOKROOM	33.41m <sup>2</sup>	
35 MAINTENANCE SHOP	37.35m <sup>2</sup>	
36 STORAGE ROOM	52.01m <sup>2</sup>	
TOTAL AREA = 426.00m <sup>2</sup>		

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

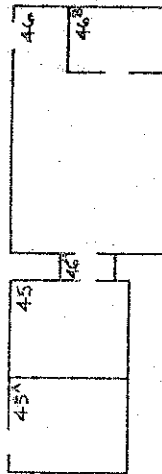
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Date:			SHEET 3 OF 6 SHEETS
Revision		Drawn:	zls
23 NOVEMBER 1979			



BLOCK G		
ROOM		AREA
37	CLASSROOM	66.42 m <sup>2</sup>
38	CLASSROOM	66.42 m <sup>2</sup>
TOTAL AREA =		144.24 m <sup>2</sup>

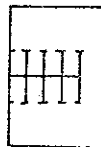


BLOCK K		
ROOM		AREA
44	GROUNDS EQUIP. STORE	6.50 m <sup>2</sup>



BLOCK J		
ROOM		AREA
45	PE. STORE	33.44 m <sup>2</sup>
45A	PE. STORE	
46A	ART ROOM	
46B	ART STORE	

TOTAL AREA = 95.21 m<sup>2</sup>



BLOCK F		
ROOM		AREA
	BOYS TOILETS	28.61 m <sup>2</sup>

BLOCK E		
ROOM		AREA
39	CLASSROOM	66.89 m <sup>2</sup>
40	CLASSROOM	66.89 m <sup>2</sup>
41	CLASSROOM	66.89 m <sup>2</sup>
42	CLASSROOM	66.89 m <sup>2</sup>
43	CLASSROOM	66.89 m <sup>2</sup>
TOTAL AREA =		436.09 m <sup>2</sup>

DEPARTMENT OF EDUCATION  
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School: ST JOHN'S COLLEGE, HASTINGS

Drawing No:

EIS 073 04

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Date:

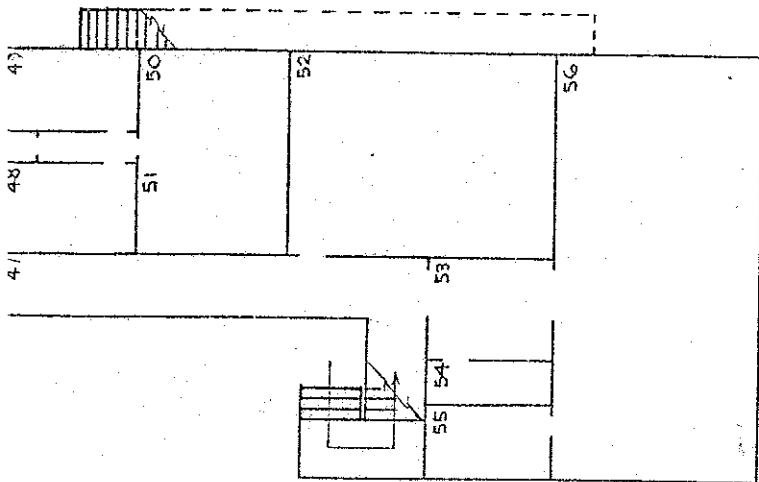
SHEET 4 OF  
6 SHEETS

Revision

Drawn:

28 NOVEMBER 1979

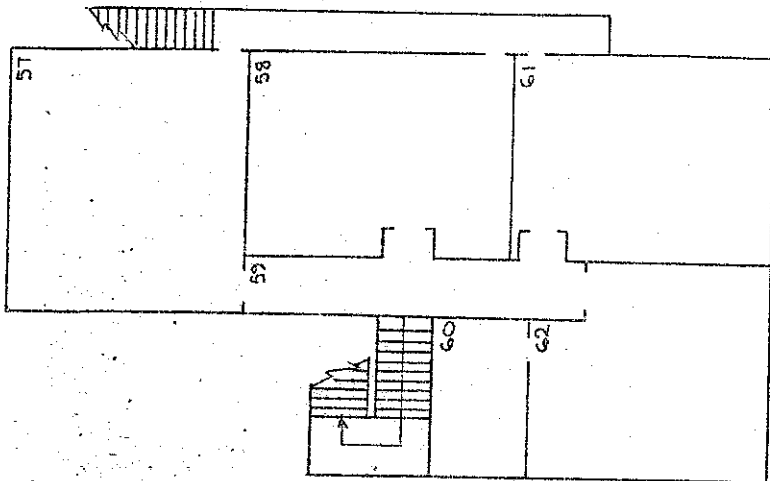
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BLOCK H GROUND FLOOR

ROOM	AREA
47 COVERED WAY	20.01 m <sup>2</sup>
48 OFFICE	16.72 m <sup>2</sup>
49 STATIONERY STORE	41.34 m <sup>2</sup>
50 } STAFF RESOURCE	74.98 m <sup>2</sup>
51 }	
52 MUSIC	7.40 m <sup>2</sup>
53 FOYER	12.79 m <sup>2</sup>
54 COUNSELLING	116.89 m <sup>2</sup>
55 LIBRARY WORKROOM	
56 LIBRARY	

TOTAL AREA = 367.08 m<sup>2</sup>



BLOCK H FIRST FLOOR

ROOM	AREA
57 CLASSROOM	91.62 m <sup>2</sup>
58 CLASSROOM	73.42 m <sup>2</sup>
59 CORRIDOR	22.30 m <sup>2</sup>
60 GEOGRAPHY RESOURCE	85.46 m <sup>2</sup>
61 CLASSROOM	73.42 m <sup>2</sup>
62 CLASSROOM	

TOTAL AREA = 327.53 m<sup>2</sup>

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

Drawing No:

EIS 073 05

Date:

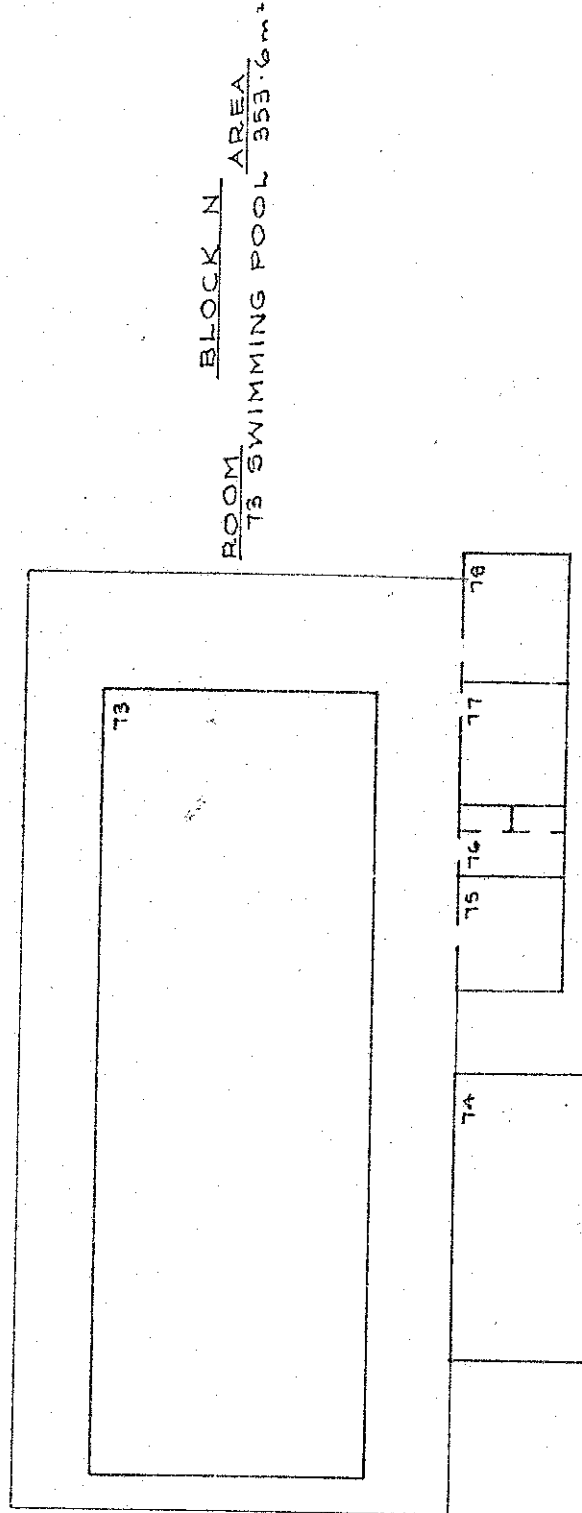
SHEET 5 OF  
6 SHEETS

Revision

28 NOVEMBER 1979  
13 MARCH 1981

Drawn:

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BLOCK N  
ROOM 73 SWIMMING POOL 353.6m<sup>2</sup>  
AREA

BLOCK O  
ROOM 74 TRACTOR SHED 55.0m<sup>2</sup>  
AREA

BLOCK F  
ROOM 75 CHANGING SHED 18.28m<sup>2</sup>  
 76 TOILETS 18.80m<sup>2</sup>  
 77 WEIGHT ROOM 20.00m<sup>2</sup>  
 78 FILTER ROOM

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

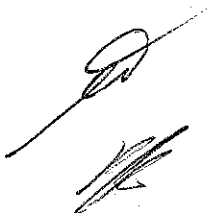
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Date:	SHEET 6 OF 6 SHEETS
19 NOVEMBER 1980	Drawn: <i>LLS</i>
Revision	



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:-

Oil painting - "Jesus before Pilate"

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a single name or set of initials.

## FIFTH SCHEDULE

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

St. John's College, Hastings, was originally established in 1941 in Frederick Street, Hastings. It was founded by the Roman Catholic Archbishop of Wellington, Thomas O'Shea, to provide Catholic secondary education for boys residing in Hawkes Bay. At his request an Order of Roman Catholic men known as the Society of Mary (also known as the Marist Fathers) agreed to conduct and supply staff to the school. From that time the Society of Mary has continued to conduct and supply staff to the school. In the course of time lay-teachers have joined the staff and worked alongside the religious teachers. In 1956, the school was transferred to its present site in Jervois Street, Hastings.

The Society of Mary is an international Roman Catholic religious order of men most of whom are priests but the Order also has unordained members known as Brothers as well as students in training. The Order was founded in France by Father John Claude Colin and approved by Pope Gregory XVI on 29th April, 1836. Its members devote their lives to prayer and to religious, charitable and educational ministries within the Roman Catholic Church including but not exclusively, the conducting and staffing of schools. Members of the Order live in or are attached to communities. They hold property in common and remuneration received is accepted, not personally, but on behalf of the community. By their rule the Marist Fathers promise to follow Jesus Christ by adopting the attitudes of the Mother of God whom they accept as their model in all their ministries.

In 1838, at the request of Pope Gregory XVI the Marist Fathers established missions in the Islands of the Pacific Ocean including New Zealand. For this reason the New Zealand Province of the Marist Fathers retains a traditional association with the Pacific area and continues to encourage some of its members to take up posts in that region, including the staffing and conducting of schools. More recently, in accordance with the traditions of the Order the Society of Mary entered a commitment to send members to other regions notably Pakistan, Peru, Brazil and the Philippines.

Besides St. John's College, Hastings, the New Zealand Province of the Order has conducted other schools in New Zealand, both those of which the Roman Catholic Bishop of the Diocese is the Proprietor and also those which have other Proprietors. As at the effective date of this agreement those other schools for which the Order provides staff, and with which St. John's College has a Special Link, are:

Pompallier College, Whangarei  
St. Augustine's College, Wanganui  
Hato Paora College, Fielding  
St. Patrick's College, Silverstream  
St. Patrick's College, Wellington  
St. Bede's College, Christchurch



Roncalli College, Timaru  
Chanel College, Moamoa, Western Samoa  
St. Anthony's High School, Lahore, Pakistan

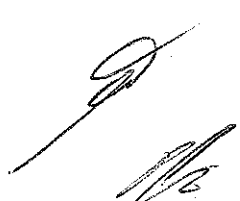
In addition the New Zealand Province of the Society of Mary is closely associated with other schools staffed by the Order in Tonga, Fiji, Australia, the United States, the United Kingdom and other parts of the world. These overseas schools frequently exchange teachers with the New Zealand schools named herein.

The college has as its first aim to educate its pupils in the truths of the Catholic faith so that these truths can give new meaning to their lives. It aims to train its pupils in the Christian virtues so that they find in Christ, the Perfect Man, the model in which all human values find their unity and fulfilment. It aims, further, to lead its pupils to excellence in their studies in such a way that they learn to relate all human culture eventually to the news of salvation and that the light of faith will illumine the knowledge that they acquire of the world, of life and of mankind.

The Marist heritage which is brought to the college by the teaching staff and which is based on the presence in the college of a community of religious of the Society of Mary adds a further dimension to the character of the school. It brings the spirit of Mary, the Mother of God, so that the entire school community strives to imitate her humility, her self-denial, her close union with God and her ardent charity towards other people.

The Marist heritage also brings special emphasis to the philosophy of education of the college. Each pupil is treated as a unique and invaluable person for whom the school endeavours to meet the individual needs and develop the special talents. The shared concern, awareness and fraternity of the Marist teaching community make the school a dynamic Christian community building up and fostering a sense of unity within the school while simultaneously looking outwards, focussing on the wider community of the Church and society at large, supporting that human community and deriving strength from it. Finally, the Marist heritage places emphasis on the family spirit so that parents remain active and concerned members of the Marist educating community.

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.

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