

THIS DEED OF AGREEMENT is made the 16 day of
MARCH, One thousand nine hundred and eighty-three (1983)

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 Hato Paora College, FEILDING, 'hereinafter referred to as "the School")
- B The School is a Roman Catholic boys' Secondary Boarding School from Form Three (III) to Form Seven (VII) offering Education with a Special Character.
- C The School was established in 1948 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 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 except the boarding establishment and all the chattels and other assets of the Proprietor associated with the School exclusively for the purposes of the School as an integrated School, so that the Controlling Authority of the School shall have the exclusive right to the possession and use of the School premises and chattels -

PROVIDED THAT

- (i) The School premises and all the chattels and other assets associated with the School premises shall be available for use by the boarders (boarders are those pupils who attend the Proprietor's boarding establishment which is not part of the

integrated School) for preparatory study and research or other similar use and recreational purposes during non-school time PROVIDED THAT the Proprietor shall contribute to the lighting and heating costs according to such use.

- (ii) At the request of the Proprietor, the Board of Governors may grant the use of the School premises and chattels to the Proprietor or other person or persons at any time when the School premises and chattels are not required for school or boarding purposes and the Board of Governors shall not unreasonably or arbitrarily withhold its consent. The Board of Governors may require the Proprietor or other person or persons to pay a reasonable fee to the Board of Governors as a condition of such use.
- (iii) With the consent of the Proprietor, the Board of Governors may grant the use of the School premises or chattels to other person or persons at any time when the School premises and chattels are not required for School or boarding purposes and the Proprietor shall not unreasonably or arbitrarily withhold his consent. The Board of Governors may require any such person or persons to pay a reasonable fee to the Board of Governors as a condition of such use.
- (iv) The Board of Governors may with the consent of the Proprietor use for school purposes part or parts of the land and buildings and chattels retained by the Proprietor as the boarding establishment and the Proprietor shall not unreasonably or arbitrarily withhold his consent where the time of use does not conflict with the use of the same for boarding purposes and the use itself contributes to the maintenance of the Special Character of the School.
- (v) As at the effective date certain chattels used in conjunction with the School and not purchased with money appropriated by Parliament represent donations presentations or loans to the School and/or have some special intrinsic and/or historic value and it is acknowledged that such chattels shall remain the exclusive property or responsibility of the Proprietor

notwithstanding that the Proprietor may continue to allow the School the use of them. Such chattels are more particularly described in the **Fourth Schedule** hereto (hereinafter referred to as "the Proprietor's chattels").

- (c) The Proprietor shall accept and meet the liability for all mortgages, liens and other charges upon the land and buildings comprising the School premises.
- (d) The Proprietor shall plan, pay for, and execute the improvements described in the **Third Schedule** hereto, to the School premises, so as to bring the School buildings and associated facilities forming part of the School premises up to the minimum standard for comparable State Schools prevailing at the effective date of this Deed of Agreement. Such improvements are to be carried out in accordance with the dates specified against such improvements in the **Third Schedule** hereto. The Proprietor shall upon completion of any improvements to the electrical services described in the **Third Schedule** hereto arrange for the local Electrical Supply Authority to inspect the School premises in terms of Regulation 45 of the Electrical Supply Regulations 1976.
- (e) The Proprietor shall plan, execute and pay for such capital works and associated facilities at the School as may be approved or required, from time to time, by the Minister pursuant to Section 40(2)(d) of the Private Schools Conditional Integration Act 1975.
- (f) The Proprietor may own or hold upon trust, and control and maintain, any land, buildings and associated facilities that, although not part of the integrated School premises in terms of this Deed of Agreement are regarded by the Proprietor as appropriate to maintain the Special Character of the School.
- (g) The Proprietor shall insure all the buildings forming part of the School premises and the Proprietor's chattels owned or held upon trust for the purposes of the School and the other assets owned by the

Proprietor for the purposes of the School against risks normally insured against, in some responsible insurance office in New Zealand, and further acknowledges the obligation on him created by Section 40(2)(h) of the Private Schools Conditional Integration Act 1975.

- (h) No person employed at the School and paid for his services in whole or in part out of moneys appropriated by Parliament, shall be paid by the Proprietor or his servants or agents any remuneration additional to that provided for by the Private Schools Conditional Integration Act 1975 or shall be granted or permitted any condition of service more favourable than that permitted in the case of a person employed in a comparable position in a State School PROVIDED HOWEVER that a teacher to whom the provisions of Section 71 of the Private Schools Conditional Integration Act 1975 apply, shall continue to be paid no less than the same salary, and be accorded the same status, as he received or was accorded on the day before the effective date of the integration of the School.
- (i) The Proprietor's adjoining boarding establishment is not being integrated and accordingly the Proprietor shall be entitled to pay to persons employed at the School who accept secondary employment with the Proprietor fair and reasonable remuneration for boarding duties and/or work in respect of the boarding establishment. In the case of the Principal the Proprietor shall also be entitled to pay fair and reasonable remuneration for the general supervision of the whole of the boarding establishment.

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

5. THE Special Character of the School is that it is a Roman Catholic boys' Secondary Boarding School established principally but not exclusively

for Maori boys in which Maori language, culture and traditions are promoted. The boarding establishment which is attached to the School forms an essential element in the life of the School. The said School was 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 Wanganui 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 him.
- (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 seven (207) 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 two hundred and twenty-five (225) 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 eleven (11) pupils out of the total roll of the School and the Board of Governors shall not enrol more than that number PROVIDED THAT to maintain and preserve the Special Character of the School the Board of Governors in classifying such pupils so enrolled shall endeavour to reasonably distribute them through the range of classes offered by the School.

(c) Pupils who attend the Proprietor's boarding establishment shall be entitled to be enrolled at the School PROVIDED THAT a pupil who would not have preference of enrolment by virtue of these presents shall not have preference of

enrolment by reason only of his attendance at the Proprietor's boarding establishment.

- (d) Wherever any difficulty arises related to enrolment at the school in terms of section 52 of the Private Schools Conditional Integration Act, 1975, it may be referred to the appropriate Secondary Enrolment Review Committee pursuant to the provisions of the said section.

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

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

12. THE Proprietor, together with 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 and shall, provided that the Proprietor and the Controlling Authority agree, state that a willingness and ability to assume responsibility to the Proprietor for the daily control and administration of the Proprietor's boarding establishment and for the development and conduct of the boarding pupils shall be conditions of appointment and may state that a willingness and ability to assume responsibility to the Proprietor for the general supervision of the whole of the School property (excluding the integrated School premises for which the Principal is responsible to the Board of Governors) shall be a condition of appointment. Any person so appointed to the position of Principal shall accept these requirements as a condition of appointment. The Principal so appointed shall accept and recognise a responsibility to maintain and preserve the Special Character of the School.

15. AN advertisement for any teaching position at the integrated School other than that of Principal may state that the appointee will be expected to undertake under the employment of the Proprietor duties including assistance with the control administration and supervision of the Proprietor's boarding establishment.

16. THERE shall be a position at the School to be designated Director of Religious Studies in accordance with Section 65(1)(b) of the Private Schools Conditional Integration Act 1975, which position shall be a position of responsibility and part of the normal staffing entitlement of the School as established by Regulations made under the Education Act 1964 and an advertisement for that position shall state that a willingness and ability to take part in Religious instruction appropriate to the Special Character of

the School shall be a condition of appointment. Any person so appointed to the position of Director of Religious Studies shall accept these requirements as a condition of appointment. The Director of Religious Studies shall give guidance and provide effective leadership in Religious instruction and observances throughout the School.

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

18. THE staffing entitlement of the School as at the 1st day of March one thousand nine hundred and eighty two (1982) was ten decimal four seven (10.47) positions (excluding the Principal and Director of Religious Studies) of which there shall be four (4) teaching positions at the School which in accordance with section 65(1)(c) of the Private Schools Conditional Integration Act 1975 shall be positions of importance carrying a responsibility for Religious instruction and an advertisement for those positions shall state that a willingness and ability to take part in Religious instruction appropriate to the Special Character of the School shall be a condition of appointment. Any person so appointed to these positions shall accept these requirements as a condition of appointment. In the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement then the number of teaching positions designated under Section 65(1)(c) of the Private Schools Conditional Integration Act 1975 as positions of importance carrying a responsibility for Religious instruction shall be the same proportion to the nearest whole number of the other teaching positions as four (4) is to ten decimal four seven (10.47) 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. IT is agreed by and between the parties hereto that the Proprietor shall have the right at his sole discretion to refuse residential enrolment as a boarder to any child and shall have the right to require parents or other persons accepting responsibility for any child to remove that child from the boarding establishment.

24. THE Proprietor of the School shall have the right to enter into an Agreement with the parents or other persons accepting responsibility for the education of a child providing that, as a condition of enrolment and attendance of that child at the School, the parents or other persons shall pay attendance dues established in respect of the School or group of Integrated Schools owned by the Proprietor or Proprietors of other Roman Catholic Integrated Schools at such rates and subject to such conditions as may be approved from time to time by the Minister, by notice in the New Zealand Gazette in accordance with Section 36 of the Private Schools Conditional Integration Act 1975.

25. THE School is a Secondary Boarding School for boys 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.

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

27. IT is acknowledged by and between the parties hereto pursuant to clause 26 hereof that certain of the services and facilities on or serving the Proprietor's land and buildings and other improvements thereon are used in

common for the purpose of the School premises as is more particularly delineated on the plan forming part of the Second Schedule hereto. In particular, the access from Kimbolton 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 26 hereof. If practicable the power supply to the School premises shall be separately metered at the expense of the Proprietor. Where such services or facilities are wholly or partly situated outside the School premises the Proprietor will continue to make such services or facilities available to the School premises. 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.

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

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

30. THE Proprietor agrees to make available Block X more particularly delineated on the plan forming part of the Second Schedule hereto for the use of the school until such time as the construction work required by the Third Schedule to be done to Block C, more particularly delineated on the said plan, has been completed.

31. THE Proprietor agrees to maintain Block X more particularly described in clause 30 so as to meet Department of Education and Ministry of Works and Development requirements during the period of its use by the School. The Controlling Authority shall be responsible for the running or operating costs associated with the use of the said building in particular the power supply, water, sewerage, drainage and cleaning costs.

32. THE following variation from standard patterns of organisation is approved in respect of the School, namely:-

A mid term break is taken about the middle of each term without prejudicing the number of teaching half days required in terms of the Education Act and without contravening the provisions of any regulations made thereunder.

33. 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.

34. 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 1983 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.

35. THE Minister shall subject to clause 3(d) and (e) and clause 31 of this Deed of Agreement after the effective date hereof maintain the School premises and the associated facilities in a state of repair order and

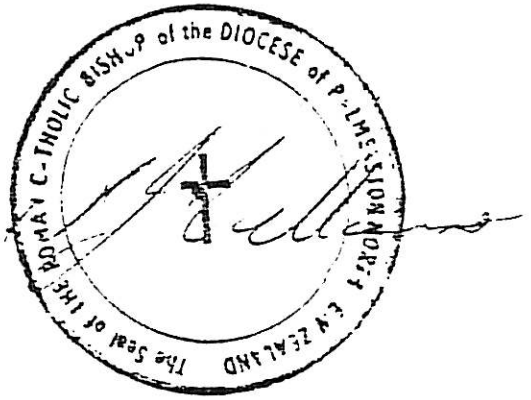
condition as for a comparable State School and subject to clause 3(b,v) provide for the maintenance of the chattels as though the School were a State School. The School shall be entitled to such furniture and equipment as the Minister supplies from time to time to comparable State Schools.

36. THE effective date of this Deed of Agreement shall be the 16th day of March One thousand nine hundred and eighty-three (1983)

37. 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:-



A. Hogg
Private Secretary
of Bishops Palace
Palmerston North.

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

Wellington

Private
Secretary
168 Halsey
Road
Johnsonville

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 Kimbolton Road, Cheltenham, Feilding, being known as **Hato Paora College** and being more particularly described as follows and delineated in green on the plan forming part of the **Second Schedule** hereto.

All that freehold parcel of land containing 303.3827 hectares more or less situate in Block XI of the Oroua Survey District being part of Subdivision "D" Manchester Block and being also Lots 15 and 16 and part of Lot 17 on Deposited Plan No. 73 and being all the land in Certificate of Title Volume 300 Folio 110 (Wellington Registry)

SUBJECT TO:

1. Drainage and incidental rights granted and varied by Transfers Nos. 59305 and 76405 respectively
2. Mortgage 526024 to the Maori Trustee
3. Mortgage 182843.1 to Rural Banking and Finance Corporation of New Zealand.

There are debts owing by the Proprietor to:

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

SECOND SCHEDULE

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

The School Premises:

All those parts 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 AND RESERVING to the Controlling Authority full rights of access between the integrating areas so delineated in red and full rights of ingress and egress between those areas and Kimbolton Road along the driveways shaded in yellow on the said plan SAVE AND EXCEPT the non-integrating areas more particularly delineated in blue on the annexed plan TOGETHER WITH a reservation in favour of those excepted portions of full rights of ingress and egress from and to Kimbolton Road along the driveways shaded in yellow on the said plan.

HATO PAORA COLLEGE, FEILDING

THIRD SCHEDULE

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

These works are to be planned, executed and paid for by the proprietor subject to the provisions of this schedule in relation to the buildings and associated facilities to bring them up to the minimum standard for a comparable state school. All work is to be carried out by competent tradesmen or in a workmanlike manner to the Department of Education standards.

AGREED PHASING OF WORK TO BE COMPLETED BY:

| | 16/3/83 | 31/3/84 | 31/3/85 | 31/3/86 | 31/3/87 | 31/3/88 |
|---|---------|---------|---------|---------|---------|---------|
| <u>DATE</u> | | | | | | |
| <u>Access Roads and Sealed Areas</u> | | | | x | | |
| <u>Upgrade all sealed areas on completion of building work</u> | | | | | | |
| <u>Lard Surface Areas</u> | | | | x | | |
| <u>Reseal when redevelopment is complete</u> | | | | | | |
| <u>Cricket Field</u> | | | | | | |
| <u>Tighten and retie netting around perimeter fence</u> | | x | | | | |
| <u>Clear weeds and undergrowth away from fence</u> | | x | | | | |
| <u>Boundary Fences</u> | | | | | | |
| <u>Upgrade all boundary fences to education department standards</u> | | | | x | | |
| <u>Walkways</u> | | | | | | |
| <u>Provide extra fall and re-roof walkways with long run iron in front of Block C</u> | | | | x | | |
| <u>Reline ceiling of walkway in front of Block C</u> | | | | x | | |
| <u>Straighten dented iron and renail walkway roof in front of Block B</u> | | | | x | | |
| <u>Repair fascia of walkway extending along the east side of the chapel to Block D, straighten and renail the iron roof line ceilings and repaint</u> | | | | x | | |
| <u>Check spoutings and down pipes, replace or fix where necessary</u> | | | | x | | |

| | 16/3/83 | 31/3/84 | 31/3/85 | 31/3/86 | 31/3/87 | 31/3/88 |
|--|---------|---------|---------|---------|---------|---------|
| LOCK K | | | | | | |
| Re-lay brick paths with falls from building | | x | | | | |
| Re-lay brick steps with mortar joints | | x | | | | |
| LOCK A | | | | | | |
| Exterior | | | | | | |
| Fit ventilators to foundation | | x | | | | |
| Replace rusted spouting on east side | | x | | | | |
| Repair corner stop on south west corner | | x | | | | |
| Fit new door lock to back stage door | | x | | | | |
| Provide sump for stormwater discharge on south west corner and south east side | | x | | x | | |
| Repaint block | | | | | | |
| Interior | | | | | | |
| Area 1 | | | | | | |
| Cover floor with hardboard and vinyl | | x | | | | |
| Fit lock to cubicle door | | x | | | | |
| Area 2 | | | | | | |
| Repair ceiling panel and paint | | x | | | | |
| Replace entrance door lock furniture | | x | | | | |
| Replace cabin hooks to entrance doors | | x | | | | |
| Provide edging strip to entrance lino | | x | | | | |
| Replace lino | | | | | | |
| Area 3 | | | | | | |
| Repair wall linings | | | x | | | |
| Cover floor with hardboard and vinyl | | | x | | | |
| Repaint area | | | x | | | |
| Area 4 | | | | | | |
| Sand floor, punch and stop nails, and apply 3 or 4 coats of polyurethane to floor as necessary | | | x | | | |
| Refix pinex ceiling tiles where loose | | | x | | | |
| Refix door jambs and architraves to doors either side of stage | | | x | | | |
| Check piles or bearers under main floor, repair floor to eliminate floor movement | | | | | | |
| Repaint walls and ceilings | | | x | | | |
| Area 5 | | | | | | |
| Sand floor, punch and stop nails, and apply 3 or 4 coats of polyurethane to floor as necessary | | | | | | |
| Replace broken pinex sheets on walls and ceilings | | | | | | |

HATO PAORA COLLEGE : FEILDING 5 AGREED PHASING OF WORK TO BE COMPLETED BY

| | 16/3/83 | 31/3/84 | 31/3/85 | 31/3/86 | 31/3/87 | 31/3/88 |
|--|---------|----------------------------|--|---------|---------|---------|
| <p>LOCK B</p> <p>Interior (cont)</p> <p>Area 12</p> <p>Restretch carpet</p> <p>Replace borer infested shelving</p> <p>Patch fibrous plaster before painting</p> <p>Redecorate</p> | | | <p>x</p> <p>x</p> <p>x</p> <p>x</p> <p>x</p> | | | |
| <p>Mechanical</p> <p>Areas 7, 8, 9, 10, 11 and 12</p> <p>Upgrade heating to state school standards and remove all portable heaters</p> <p>Electrical</p> <p>Areas 8, 9, 10 and 11</p> <p>Replace broken light switches and wall socket outlets</p> <p>Area 12A</p> <p>Replace light fittings</p> <p>Area 12</p> <p>Remove portable light fittings</p> <p>Fire Protection</p> <p>Install under the verandah between areas 9 and 10 a hose reel with 25 m of 13 mm hose</p> <p>Install a fire alarm call point and bell adjacent to the above hose reel</p> <p>Remove deadlocks from secondary egress doors in all classrooms and fit half latches</p> <p>Alter secondary egress doors to open in the direction of egress travel</p> | x | <p>x</p> <p>x</p> <p>x</p> | | | | |
| <p>LOCK B/a</p> | | | | | | |
| <p>Exterior</p> <p>Paint new porch</p> <p>Provide trapdoor in base boards</p> <p>Repair hole in asbestos</p> | | <p>x</p> <p>x</p> <p>x</p> | | | | |
| <p>Interior</p> <p>Replace light switch</p> | x | | | | | |

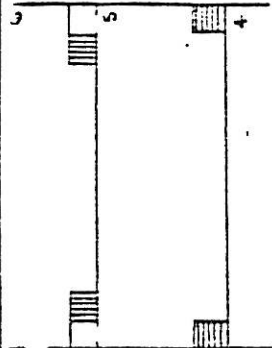
| | 16/3/83 | 31/3/84 | 31/3/85 | 31/3/86 | 31/3/87 | 31/3/88 |
|---|---------|--|---------|---------|---------|---------|
| <p>BLOCK E</p> <p><u>Exterior</u></p> <p>clean out spouting on south side</p> <p>replace down pipes on south west and north west corner</p> <p>replace covers to sewerage drain on south side</p> <p>touch up paint work on roof</p> <p><u>Interior</u></p> <p>Area 31</p> <p>repair leaking taps</p> <p>replace one cracked WC pan</p> <p>Electrical</p> <p>refix metal clad fuse box</p> | | <p>x</p> <p>x</p> <p>x</p> <p>x</p> <p>x</p> <p>x</p> <p>x</p> | | | | |
| <p>BLOCK G</p> <p><u>Exterior</u></p> <p>refix spouting on south side and provide spouting to timber racks</p> <p>clean out and paint spouting</p> <p>pipe stormwater into sumps</p> <p>repaint Block G and lean to roof area</p> <p>mechanical</p> <p>upgrade heating to state school standards</p> <p><u>Electrical</u></p> <p>Area 33</p> <p>upgrade lighting to state school standards</p> <p>Area 36</p> <p>upgrade wiring to comply with regulations</p> <p><u>Fire Protection</u></p> <p>install a hose reel with 25 m of 13 mm hose adjacent to primary egress door</p> <p>install a fire alarm call point and bell adjacent to primary egress door</p> | x | | | | | |

| | 16.3.83 | 31.3.84 | 31.3.85 | 31.3.86 | 31.3.87 | 31.3.88 |
|---|---------|---------|---------|---------|---------|---------|
| BLOCK II | | | | | | |
| <u>Exterior</u> | | | | | | |
| Solder joints in spouting | | x | | | | |
| Fit corner boxes | | x | | | | |
| Cover secondary egress doors with ply | | x | | | | |
| <u>Mechanical</u> | | | | | | |
| Upgrade heating to state school standards | | x | | | | |
| <u>Electrical</u> | | | | | | |
| Replace 20 amp fuse in switchboard with 5 amp fuse | | x | | | | |
| Upgrade lighting to state school standards | | x | | | | |
| <u>Fire Protection</u> | | | | | | |
| <u>Means of egress</u> | | | | | | |
| Rehang primary egress door to enable it to open outwards | x | | | | | |
| Construct a landing and steps outside the secondary egress doors | x | | | | | |
| <u>Fire Equipment</u> | | | | | | |
| Install a hydraulic reel with 25m of 13mm hose beside the primary egress door | | x | | | | |
| Provide a 3.5kg CO ₂ extinguisher | x | | | | | |
| BLOCK I | | | | | | |
| <u>Exterior</u> | | | | | | |
| Refix handrail on south end of pool | | x | | | | |
| Replaster pool surround where cracked and broken | | x | | | | |
| Repair exterior seating and replace where missing | | x | | | | |
| Replace diving boards | | x | | | | |
| Check for water loss in pool and rectify | | x | | | | |
| Clean out pool and repaint | | x | | | | |
| Refix corrugated iron on surround fence and repaint | | x | | | | |
| Replace broken concrete path from filter shed to pool | | x | | | | |
| Spray weeds around fence and dressing sheds | | x | | | | |

| 16.3.83 | 31.3.84 | 31.3.85 | 31.3.86 | 31.3.87 | 31.3.88 |
|---|---------|---------|---------|---------|---------|
| BLOCK J | | | | | |
| Exterior | | | | | |
| Tidy up plumbing on back wall | | | | | |
| Repair weatherboards and repaint including roof | | | | | |
| Strengthen spoutings | | | | | |
| Interior | | | | | |
| Reconstruct showers if required | | | | | |
| FIRE PROTECTION GENERAL | | | | | |
| Install a fall safe alarm/class change system | | | | | |
| BLOCK K | | | | | |
| Mechanical | | | | | |
| Fit holding down bolts to pumps and complete bolting up of flanges on joints where incomplete | | | | | |
| Repair flow rate indicator | | | | | |
| Wire brush then paint feet of filter vessels | | | | | |
| Fit holding down bolts | | | | | |
| Shorten excessively long chlorine dosing hose | | | | | |
| Realign flexible power conduit to filter pump | | | | | |
| Electrical | | | | | |
| Fit switchboard surround | | | | | |
| Fireproof material to back of board | | | | | |
| Relocate light switch from behind door | | | | | |
| FURNITURE AND EQUIPMENT | | | | | |
| Provide furniture and equipment to state school standards in the following area: | | | | | |
| Principal's office) | | | | | |
| Deputy principal's office) | | | | | |
| Casualty room) | | | | | |
| Library and workroom) | | | | | |
| Art and craft room) | | | | | |
| Physical education equipment) | | | | | |
| Replace tractor and gang mowers) | | | | | |

| BUILDING REQUIREMENTS | 16.3.83 | 31.3.84 | 31.3.85 | 31.3.86 | 31.3.87 | 31.3.88 |
|---|---------|---------|---------|---------|---------|---------|
| BLOCK C | | | | | | |
| Strengthen building and refurbish to MWD and Education Department standards | | x | | | | |
| Provide the following facilities by new construction or remodelling: | | | | | | |
| 1 study room | | | | | | |
| Library including workroom | | | | | | |
| General science laboratory | | | | | | |
| Advanced laboratory | | | | | | |
| Preparation room | | | | | | |
| Bulk chemistry store | | | | | | |
| Art and craft room | | | | | | |
| Art and craft store | | | | | | |
| Art and craft project store | | | | | | |
| Draughting room | | | | | | |
| Music room | | | | | | |
| Music store/resource | | | | | | |
| Music practice rooms 1 x 11m ² , 1 x 7.5m ² | | | | | | |
| PE store | | | | | | |
| Equipment bay | | | | | | |
| PE changing room | | | | | | |
| Outside PE store | | | | | | |
| Principal's office | | | | | | |
| Senior master's office | | | | | | |
| Staffroom | | | | | | |
| Staff kitchen | | | | | | |
| Staff rest room | | | | | | |
| School office | | | | | | |

| BUILDING REQUIREMENTS (cont'd) | 16.3.83 | 31.3.84 | 31.3.85 | 31.3.86 | 31.3.87 | 31.3.88 |
|--|---------|---------|---------|---------|---------|---------|
| Resource/storage Kiln shed PR/HOD offices Bookroom Dangerous goods store Staff toilets - 1 WC and 1 WHB for each sex plus STDU in female staff toilets Staff showers - 1 for each sex | | x | | x | x | |
| Demolish Block D | | | x | | | |



| ROOM | AREA |
|------|------|
|------|------|

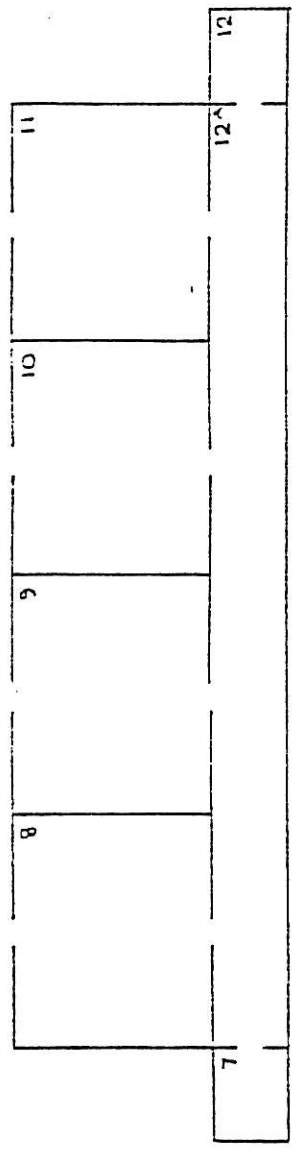
| | |
|------------------|----------------------|
| 1 TOILET | |
| 2 ENTRANCE LOBBY | |
| 3 TOILET | 271.35m ² |
| 4 HALL | 70.20m ² |
| 5 STAGE | |
| 6 CHANGING ROOM | 48.60m ² |

TOTAL AREA = 462.29m²

BLOCK B

| ROOM | AREA |
|-------------------------|---------------------|
| 7 TEACHER'S PREP. ROOM | 9.80m ² |
| 8 CLASSROOM | 70.00m ² |
| 9 CLASSROOM | 70.00m ² |
| 10 CLASSROOM | 70.00m ² |
| 11 CLASSROOM | 70.00m ² |
| 12 TEACHER'S PREP. ROOM | 9.80m ² |
| 12A VERANDAH | |

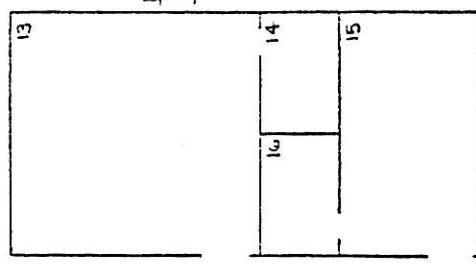
TOTAL AREA = 420.24m²



BLOCK C GROUND FLOOR

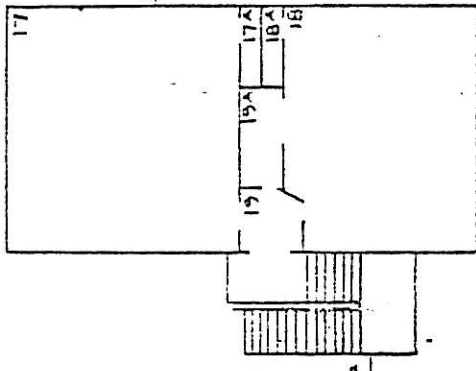
| ROOM | AREA |
|---------------|---------------------|
| 13 LABORATORY | 21.20m ² |
| 14 STOREROOM | 12.60m ² |
| 15 CLASSROOM | 49.10m ² |
| 16 STOREROOM | 12.60m ² |

TOTAL AREA = 181.30m²



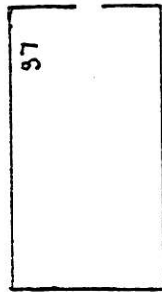
| ROOM | AREA |
|--------------------|---------------------|
| 17 CLASSROOM | 85.50m ² |
| 17A TECH.DRAWING | 74.63m ² |
| 18A ENTRANCE LOBBY | |
| 19A | |

TOTAL AREA = 211.30m²



DEPARTMENT OF EDUCATION
buildings division: integration of private schools
School: HATO PAORA COLLEGE, FEILDING

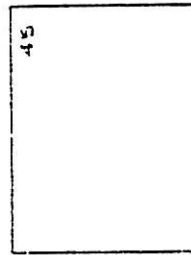
| | | | |
|-------------|-----------------|---------------------|-------|
| Drawing No: | EIS 104 03 | Scale: | 1:300 |
| Date: | 5 FEBRUARY 1980 | SHEET 3 OF 5 SHEETS | |
| Revision | 19 MARCH 1980 | Drawn: | 248 |



BLOCK H

Room
37

Area
65.80 m²



BLOCK B/w
Room
45 CLASSROOM 65.8 m²

DEPARTMENT OF EDUCATION
buildings division: integration of private schools
School: HATO PAORA COLLEGE, FEILDING

Scale:

1:300

Drawing No:

EIS 104 04

Date:

5 FEBRUARY 1980

Revision
12 NOVEMBER 1980

Drawn:

SLD

SHEET 4 OF
5 SHEETS

FOURTH SCHEDULE

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

In Block A

1) Assembly Hall - Carvings

At the Front Entrance:

Maihi, amo, koruru and tekoteko

At the Front Door:

Lintel and door posts

Inside the Hall:

18 Poupou (sets of 2)

Above Stage:

Carved College Crest

2) Set of five (5) landscape paintings by Mr. S. Teki on back wall of Hall.

FIFTH SCHEDULE

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

Hato Paora College, Feilding, was founded in 1948 by the Roman Catholic Archbishop of Wellington, to provide Catholic secondary education for Maori boys. 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.

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 29 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 Hato Paora College, Feilding, 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 Hato Paora College has a Special Link, are :

Pompallier College, Whangarei
St. Augustine's College, Wanganui
St. John's College, Hastings
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

- 25 -

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 the 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.

