



INTEGRATION DEED OF AGREEMENT

THIS DEED OF AGREEMENT is made the 1st day of October 1996

BETWEEN NGA WHARE AKONGA CHARITABLE TRUST

("The Proprietor") a charitable entity incorporated under the Charitable Trusts Act 1957.

AND HER MAJESTY THE QUEEN acting by and through the Minister of Education ("The Minister").

WHEREAS

- A The Proprietor is the owner of the land and buildings here described as Te Kura Akonga O Manurewa, Primary School, ("The School")
- B The School was founded and established in 1996 and will operate as a primary School providing education in the Maori language for boys and girls from New Entrants to Form 2 offering Education with a Special Character.
- C The Minister and the Proprietor have agreed to enter into the Deed of Agreement pursuant to the Private Schools Conditional Integration Act 1975, whereby the School is to be established as an Integrated School.

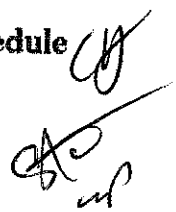
NOW THIS DEED OF AGREEMENT WITNESSES THAT IT IS HEREBY AGREED BETWEEN THE PARTES AS FOLLOWS:

AGREEMENT

1. That the Minister and the Proprietor agree that the School is to become an Integrated New Entrants to Form 2 Primary School pursuant to the Private Schools Conditional Integration Act 1975.

PROPRIETOR'S LAND & PREMISES

2. The Proprietor is the owner of all the land described in the First Schedule hereto ("the Proprietor's land") and the improvements thereon.



INTEGRATED SCHOOL PREMISES

3. The Integrated School premises for the purpose of the Deed of Agreement are the land and improvements more particularly described in the **Second Schedule** and as hereinafter referred to as ("the School Premises").

USE OF SCHOOL PREMISES

4. The Proprietor agrees to set apart and appropriate as owner, all of the School premises identified on the plans attached in the **Second Schedule**, and all chattels and assets associated with the School premises, exclusively for the purposes of the School as an integrated school and further agrees that the Controlling Authority of the Integrated School (the Board of Trustees, hereinafter called "the Board") shall have the exclusive right of possession and use of the School premises and all chattels

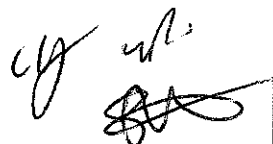
PROVIDED THAT

i) At the request of the Proprietor, the Board 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 shall not unreasonably or arbitrarily withhold its consent. The Board may require the Proprietor or other person or persons to pay a reasonable fee to the Board as a condition of such use.

ii) With the consent of the Proprietor, the Board 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 arbitrary withhold his consent. The Board may require any such person or persons to pay a reasonable fee to the Board as a condition of such use.

PROPRIETOR'S DEBT

5. The Proprietor shall accept and meet the liability for mortgages, liens and other charges upon the land an buildings comprising the School premises.



UPGRADING BUILDINGS

6. 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.

PROPRIETORS PROPERTY

7. 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.

INSURANCE

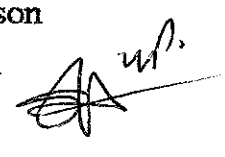
8. The Proprietor shall insure all the buildings forming part of the School premises and the Proprietor's chattels (if any) owned or held upon trust for the purposes of the School and other assets owned by the Proprietor for the purposes of the School against risk normally insured against, in some responsible insurance office in New Zealand, and further acknowledges the obligations on it created by Section (4) (2) (h) of the Private Schools Conditional Integration Act 1975.

FUTURE MAINTENANCE

9. Subject to clause 6 and any requirements places on the Proprietor to carry out deferred maintenance set out in the **Third Schedule**, the Minister after the effective date of the Agreement, shall maintain the land, buildings, chattels and associated facilities comprising the Integrated School premises as though the School was 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.

STAFF REMUNERATION

10. 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 servant or agents any remuneration additional to that provided for 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

CY  *wp.*

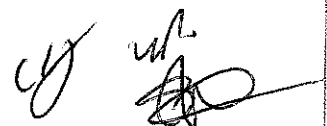
employed in a comparable position in a State School PROVIDED HOWEVER that a teacher to whom the provisions of Section 71 of the Private Schools Conditional Integration Act 1975 apply, shall continue to be paid no less than the same salary, and be accorded the same status, as he received or was accorded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

SPECIAL CHARACTER

11. The School's Special Character as hereinafter described, shall incorporate 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.

SPECIAL CHARACTER DEFINITION

12. The Te Kura Akonga O Manurewa proposes to establish a primary school that will provide education primarily through the medium of the Maori language within the framework of a Maori philosophic belief that is holistic in nature, thus encompassing taha wairua, taha hinengaro, and taha tinana. Such an education will be based on the transmission of a body of knowledge, (matauranga), values, beliefs, and practices (tikanga) that are uniquely Maori. The introduction of reading, writing and oral programmes in English will be implemented.



PROPRIETOR'S RIGHTS AND RESPONSIBILITIES

13. 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 describe 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 the Deed of Agreement is no longer preserved and safeguarded.

BOARD OF TRUSTEES

14. (a) The Board of Trustees ("The Board") shall be the Controlling Authority of the School and shall be constituted pursuant to Part IX of the Education Act 1989.

(b) 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.

(c) Subject to the provisions of Section 94(a) of the Education Act 1989, the Board shall have four Trustees appointed by the School's Proprietors.

SCHOOL ROLL

15. It is agreed by and between the parties hereto that the maximum roll of the School shall be 90, ninety pupils. The Minister may from time to time review and determine the maximum roll of the school.

ENROLMENT PREFERENCES

16. (a) 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 connection with the

Handwritten initials and signature:
 CW
 ZA
 SA

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 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 Minister otherwise agree and subject to places being available the number of pupils whose parents do not have preference of enrolment at the School with the provisions of Section 29 (1) of the Private Schools Conditional Integration Act 1975 shall be limited to ten (10) per cent of the maximum roll of the School.

ACCESS TO SCHOOL

17. (a) The Proprietor together with his servants, agents and licenses shall subject to the proviso of 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.

(b) 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.

STAFFING, PRINCIPAL'S APPOINTMENT

18. An advertisement for the position of Principal of the School may also state the willingness and ability to uphold the Special Character shall be a condition of the appointment.

The Principal so appointed shall accept and recognise a responsibility to maintain and perserve the Special Character of the School.




STAFF REMUNERATION

19. Contracts of employment for persons employed at the School who are paid in whole or in part out of money appropriated by Parliament shall be negotiated in accordance with Part VII of the State Sector Act, 1988.

ATTENDANCE DUES

20. The Proprietor may either enter into agreements with the parents or other persons accepting responsibility for the education of pupils at the School provided as a condition of the enrolment and attendance of each pupil at the School that the parents or other persons shall pay attendance dues pursuant to the provisions of Section 36 of the Private Schools Conditional Integration Act 1975.

cy *col.* 

DATED

The effective date of this Deed of Agreement shall be the 1st day of October 1996

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.

THAT IT IS AGREED BETWEEN:

NGA WHARE AKONGA CHARITABLE TRUST)

Signed by: [Signature] 09.9.96
Chairperson

AND

SIGNED by

Kathy Phillips, Senior Manager)
National Operations)
THE MINISTRY OF EDUCATION)
pursuant to authority delegated by the)
Minister of Education acting of behalf of)
HER MAJESTY THE QUEEN in presence of)

[Signature]
Kathy Phillips

Signed by: Charlotte Hughes-Johnson
Adviser
36 Hanover Street
Wellington

[Signature]

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 Nga Whare Akonga Charitable Trust of Auckland, situated at Porchester Road, Manurewa, Auckland and being particularly described as follows and delineated in yellow on the plan forming part of the Second Schedule hereto.

All that parcel of land containing ^{.6}~~1.2140~~ hectares more or less being part of Allotment 20 of the Parish of Papakura and being the land in Title Reference 1320/35 on a plan lodged in the Deeds Register Office at North Auckland.

(17) *SA*
Sub.

SECOND SCHEDULE

Description of land, buildings and other improvements comprising the Schools premises.

THE SCHOOL PREMISES

All the part of the Proprietor's land as described in the First Schedule hereto delineated in yellow on the annexed plan of the Proprietor's land, which forms part of the schedule, TOGETHER WITH, all the School buildings and other improvements thereon.

Cy. W. J.

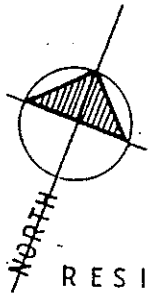
KURA AKONGA O MANUREWA

| | | | <i>Third Schedule</i> |
|---------------|--------------|---|--|
| SPACE | NAME | WORK TO DO | TIME FRAMES |
| ADMIN. | | | |
| Room 1 | Office | Repair hole in South wall. Paint wall. Clean floor coverings | 1997 1996 1996 |
| Room 2 | Computer | Clean floor coverings | 1996 |
| Room 3 | Casualty | Paint interior. Fix tile ceiling. Replace floor coverings. Provide toilet and sink bench with hot water. Vinyl floor in front of bench and in toilet. | 1996 1996 1998 1997 |
| Room 4 | Principal | Clean floor coverings | 1996 |
| | Foyer | Remove shelf unit Provide seats Clean floor coverings | 1996 1996 1996 |
| General | | Check heating and lighting to conform to MOE requirements. Check all windows are operable. Check all roofing iron and replace corroded sheets. Paint exterior. Fix base boards. Finish decks and ramps. | 1996 1996 1996 1996 1996 1997 |
| KURA | | | |
| Room 5 | Classroom | Provide wet area with 1800 s.s. sink bench. Vinyl floor surround. Finish surround to whiteboard Provide coat hooks in lobby. Provide adjustable shelves in store. Provide trim. Repair hole in wall. Paint interior. | 1998 1998 1997 1996 1997 1997 1996 1996 |
| | Toilet Block | Paint interior. Replace wooden cisterns. Clean toilets and urinal. Paint exterior. | 1996 1999 1996 1996 |
| Room 12 | Classroom | Provide 1800 s.s. sink bench and vinyl floor surround. Clean carpet. Provide extra power point. Repair floor between Rooms 12 and 13. Provide adjustable shelving to store. Provide coat hooks in lobby. | 1999 1996 1999 1997 1998 1997 |
| Room 13 | Classroom | Provide 1800 s.s. sink bench, and vinyl floor surround. Repair roof leaks. Paint ceiling. Repair holes in floor. Provide coat hooks by doorway. | 1998 1996 1996 1997 1997 |
| Room 14 | Classroom | Provide vinyl to lobby floor. Provide coat hooks on lobby wall. Provide new sink bench to replace existing suitable for children's wet area. Provide vinyl on floor. Provide adjustable shelving in store. | 1998 1997 1999 1999 |

CH
W.P.

| SPACE | NAME | WORK TO DO | TIME FRAME |
|---------|---------------------|--|------------|
| Room 15 | Library | Replace plywood with 12 particle board dado Paint or polyurethane dado. | 1998 |
| | | polyurethane. | 1998 |
| | | Vinyl surrounding the room to sink bench. | 1998 |
| | | Clean carpet. | 1996 |
| | Interior General | Check all electrical work, meter boards and upgrade as required. Check capacity 20% in excess of requirements. | 1996 |
| | | Provide vinyl flooring to inside of all exterior doors. | 1997 |
| | | Provide canopies over all exterior doors. | 1998 |
| | Exterior General | Paint. Refix all base boards. | 1996 |
| | | Provide steps, ramps. | 1996 |
| | | Replace rotten window sills. | 1998 |
| | | Check all roofing for leaks, corrosion and replace sheets where required. | 1997 |
| | Site | Provide fencing on road frontage, southern, western and northern boundaries. | 1997 |
| | | Repair fencing on southern and western boundaries. | 1996 |
| | | Ensure site is fully grassed, landscaped and with hard standing areas and access road. | 1999 |
| | GENERAL | | |
| | Boys Toilet | Provide 1 WC | |
| | Disabled Toilet | Provide 1 WC | 1996 |
| | Mens Staff Toilet | Supply 1 WC, 1 urinal, 1 basin | 1996 |
| | Womens Staff Toilet | Supply 1 WC, 1 basin | 1996 |
| | Groundsman's Store | Provide accommodation | 1996 |
| | Cleaning Facilities | Provide cleaners sink and room for cleaners gear. | 1998 |
| | Pupils Seats | Provide 300mm/pupil | 1998 |
| | Drinking Fountain | Provide 1 per 60 pupils | 1997 |
| | Bell system | Provide for fire and general purposes | 1996 |
| | Security | Provide system | 1998 |
| | | | 1998 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Annexed Plan



RESIDENTIAL SECTIONS

RESIDENTIAL SECTIONS

RESIDENTIAL SECTIONS

RESIDENTIAL SECTIONS

RESIDENTIAL SECTIONS

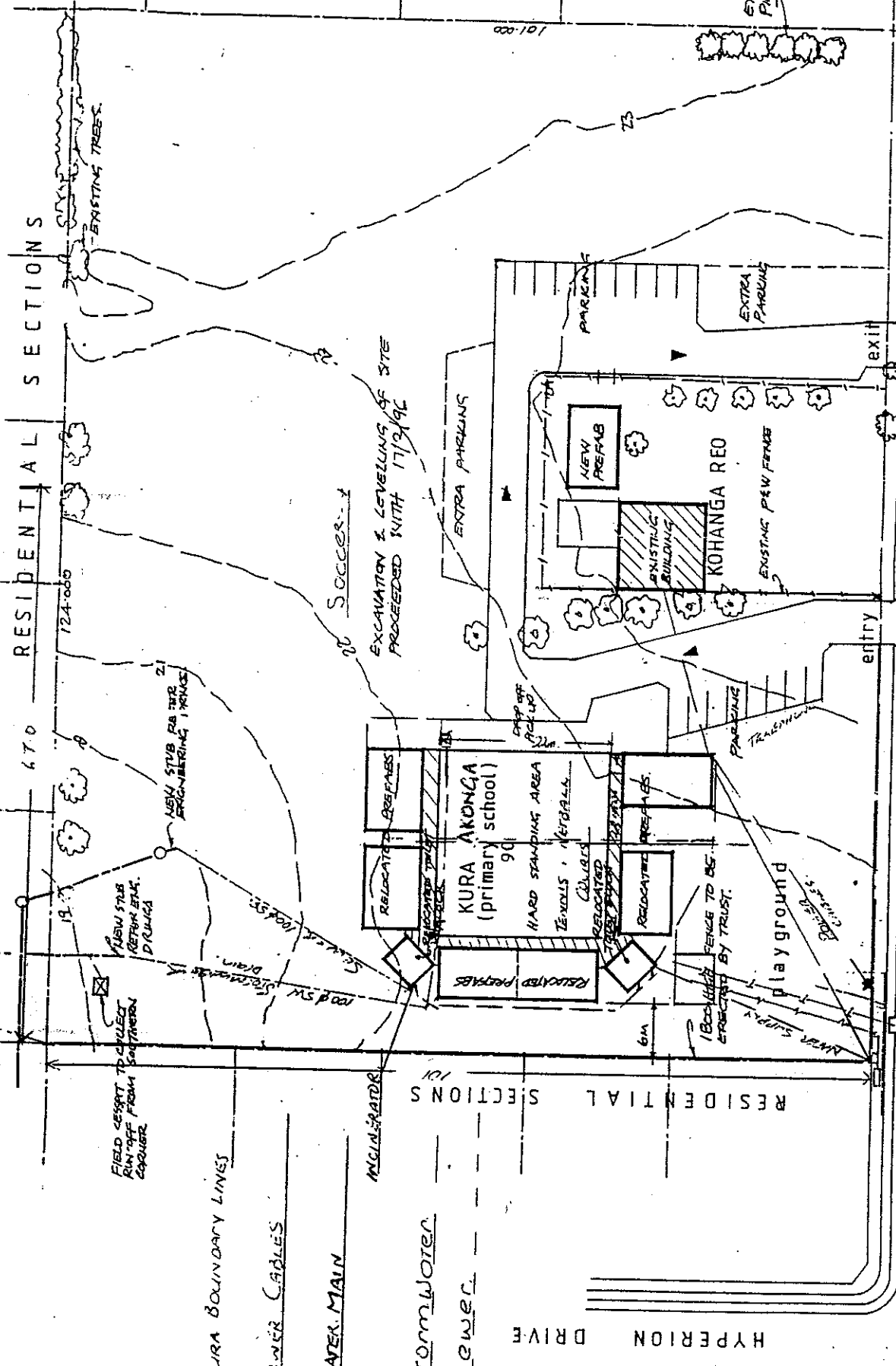
RESIDENTIAL SECTIONS

RESIDENTIAL SECTIONS

RESIDENTIAL SECTIONS

RESIDENTIAL SECTIONS

RESIDENTIAL SECTIONS



SITE PLAN

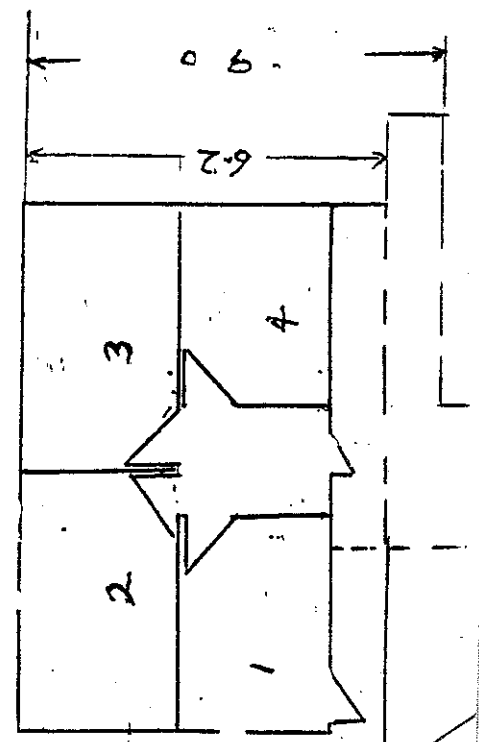
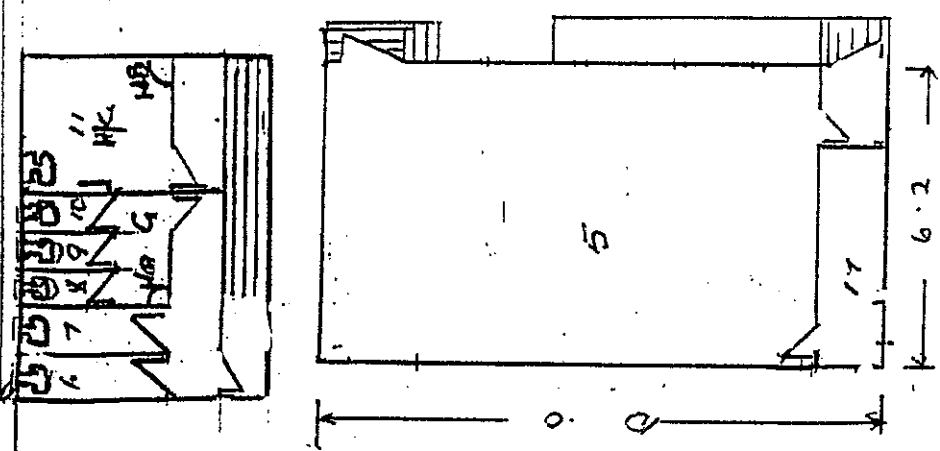
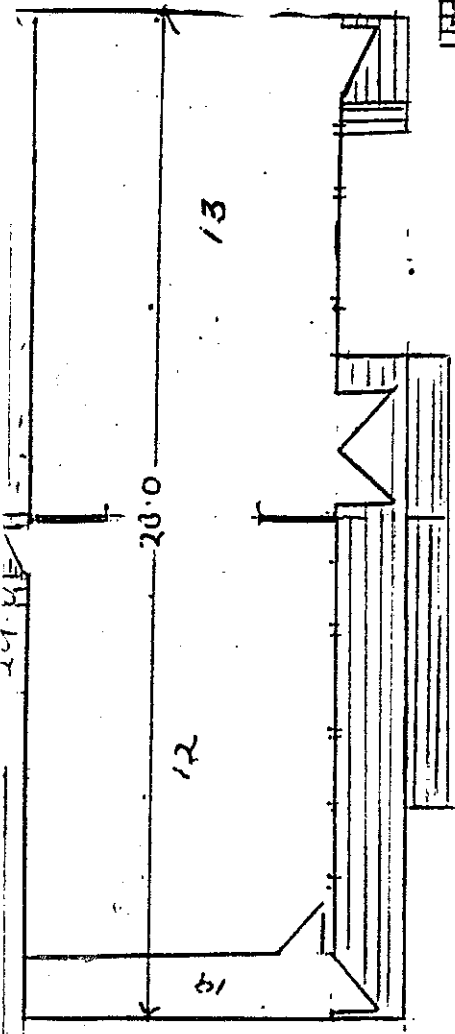
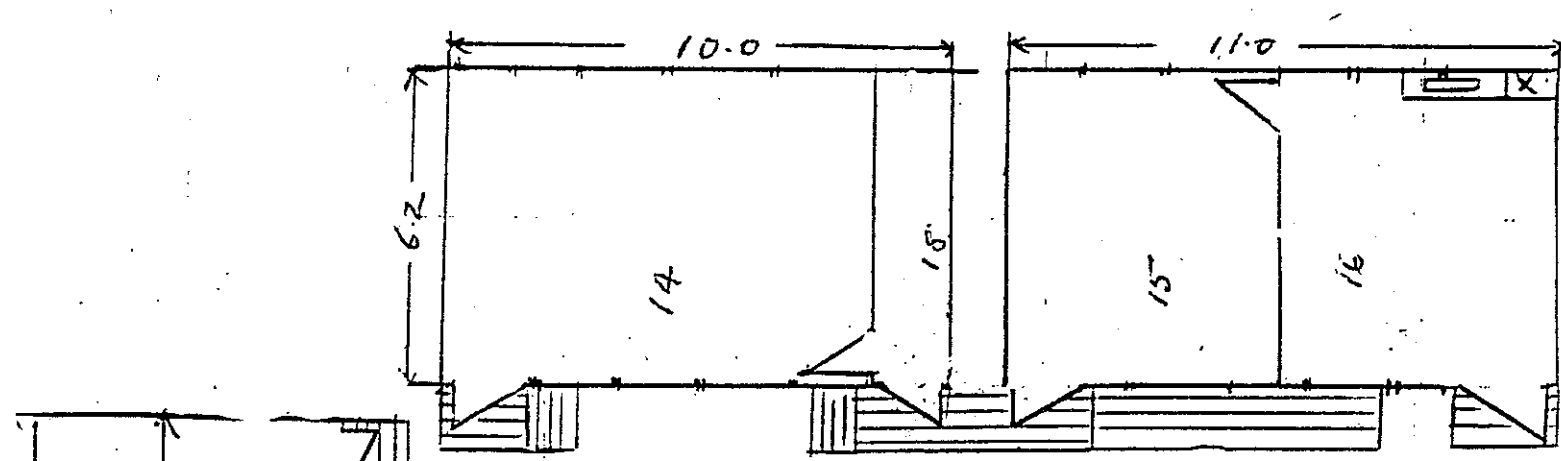
NOTE: THESE DRAWINGS TO BE READ IN CONJUNCTION WITH ENGINEERING DRAWINGS

ALL DIMENSIONS TO BE CHECKED BEFORE COMMENCEMENT OF ANY WORK.

PORCHESTER ROAD

460 PORCHESTER ROAD - ALFRISTON

| | |
|----------|---------|
| DRAWN | JH962 |
| DATE | 14/2/96 |
| SCALE | 1:500 |
| APPROVED | 01 |
| | 1 of 6 |



| ROOM | USE | AREA | Build |
|------|---------------------|------|-------|
| 1 | SECRETARY OFFICE | 15.9 | 1980 |
| 2 | COMPUTER CONVE. RM. | 15.9 | 1980 |
| 3 | FIRST AID RM | 15.9 | 1980 |
| 4 | PRINCIPAL OFFICE | 15.9 | 1980 |
| 5 | JUNIOR CLASSROOM | 53.9 | 1980 |
| 6 | STAFF TOILET | 1.8 | 1980 |
| 7 | BOYS TOILET | 1.8 | 1980 |
| 8 | GIRLS TOILET | 1.8 | 1980 |
| 9 | GIRLS TOILET | 1.8 | 1980 |
| 10 | GIRLS TOILET | 1.8 | 1980 |
| 11 | HANDICAP TOILET | 7.5 | 1980 |
| 12 | SENIOR CLASSROOM | 52.7 | 1980 |
| 13 | SENIOR CLASSROOM | 62.0 | 1980 |
| 14 | CLASSROOM | 53.9 | 1980 |
| 15 | LIBRARY | 32.8 | 1980 |
| 16 | STAFFROOM | 32.8 | 1980 |
| 17 | CLABROOM | 8.0 | 1980 |
| 18 | CLABROOM | 8.0 | 1980 |
| 19 | CLABROOM | 8.0 | 1980 |

KURA AKONGA
O
MANUREWA

SCALE: 1:150 & 1:1500

Handwritten signature