

INTEGRATION DEED OF AGREEMENT

THIS DEED is made the 23rd Day of May 1997.

BETWEEN Belmont Christian Society (the 'Proprietor'), an incorporated body under the Incorporated Societies Act (1908)

AND Her Majesty the Queen acting by and through the Minister of Education (the 'Minister').

- BACKGROUND
- (a) The Proprietor is the Owner of Belmont Academy (the 'School').
 - (b) The Minister and the Proprietor have agreed to the integration of the School pursuant to Section 7(2) of the Private Schools Conditional Integration Act 1975 (the 'Act').
 - (c) The School was founded and established in 1979 and is currently operating as a New Entrant to Form 2 Primary School for girls and boys offering education with a Special Character.

NOW THIS DEED WITNESSES AND IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

Agreement

- 1 The Minister and the Proprietor agree that the School is to become an integrated Primary School pursuant to the Act.

Board of Trustees

- 2 The Board of Trustees (the 'Board') shall be the 'Controlling Authority' of the School and shall be constituted pursuant to the Education Act 1989.

**Proprietor's
Land and Premises**

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

Integrated School Premises

- 4 The Integrated School premises for the purposes of this Deed of Agreement are the land and improvements more particularly described in the **Second Schedule** and are hereinafter referred to as the 'School premises'

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Belmont Academy

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Use of School Premises

- 5 The Proprietor agrees to set apart and appropriate as owner all of the School premises identified on the plan attached in the **Second Schedule**, and all the chattels and assets associated with the School premises, exclusively for the purposes of the School as an integrated School, and further agrees that the Board shall have the exclusive right of possession and use of the School premises and all chattels and other assets associated with the School.

Proprietor's Use of School Premises

- 6 The School premises and all chattels and other assets associated therewith shall be available for use by the Proprietor and the staff employed by the Proprietor and they shall have the right to the reasonable use of the School premises and chattels in and out of School time, provided that the Proprietor shall contribute to the lighting, heating and cleaning costs to such use.

External Use of School Premises

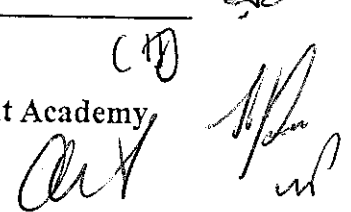
- 7 The Board, shall either at the request of, or with the consent of the Proprietor, grant the use of the School premises to other organisations for non-School purposes. The Proprietor shall not unreasonably, or arbitrarily, withhold consent where the use is one which is not in conflict with the maintenance of the Special Character of the School. The Board may require payment of a reasonable fee by any such organisation as a condition of use of such facility, which fee shall be payable to the Proprietor.

Proprietor's Debt

- 8 The Proprietor shall be responsible for all mortgages, liens and other charges upon the School premises.

Upgrading Buildings

- 9 Pursuant to Section 40(2)(c) of the Act the Proprietor shall plan, pay for, and execute the improvements described in the **Third Schedule**, 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 shall be carried out in accordance with the dates specified against the improvements in the **Third Schedule**.

(17)


The Proprietor upon completion of any improvements to electrical services described in the **Third Schedule** shall arrange for the inspection of the School premises in terms of regulations in force at the time.

- 10 The Proprietor shall plan, execute and pay for such capital works and associated facilities as may be approved or required from time to time by the Minister pursuant to Section 40(2)(d) of the Act.

Proprietor's Property

- 11 The Proprietor may own, control and maintain any lands, buildings, chattels and assets that, although not part of the School premises, are regarded by the Proprietor as appropriate to maintain the Special Character of the School.

Insurance




- 12 The Proprietor shall insure the buildings forming part of the School premises and 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 to extend the benefit of the indemnity provided by the policy to the Minister in accordance with Section 40(2)(h) of the Act.

Future Maintenance

- 13 Subject to Clauses 9 and 10 any requirements placed on the Proprietor to carry out deferred maintenance set out in the **Third Schedule**, the Minister after the effective date of this Agreement, shall maintain the land, buildings, chattels and associated facilities comprising the School premises as though the School was a State School.

Proprietor's Borrowings

- 14 The Proprietor, with the consent of the Minister, which consent shall not be unreasonably withheld, shall have the right to raise funds against the security of the School premises for the purposes of carrying out any additions and/or improvements to the School premises or any part thereof.

C.M.J. 
 

Staff Remuneration

- 15 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.
- 16 A Teacher to whom the provisions of Section 71 of the Act apply shall continue to be paid no less than the same salary, and be accorded the same status, as he or she received or was accorded on the day before the effective date of integration.

Special Character Agreement

- 17 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

- 18 (a) Belmont School is a Christian School established to serve as an extension to all Christian families in Hawera by providing an education presented from a sound Biblical foundation and based on the beliefs, values and lifestyle as revealed in the Holy Bible.
- (b) The Special Character of the School is determined by a Christian approach to living consistent with Biblical standards.
- (c) The purpose of the School is to support all Christian families and the churches in Hawera in the transmission of their faith systems to their children. The function of the School is to facilitate the development of a mature commitment in the students to Jesus Christ so they will become responsible, effective and caring ambassadors for Christ in the wider community. The Holy Bible will be used as the basis for exploring God's world and as a standard against which to compare and reinforce all studies undertaken.

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(d) Promotion of a balanced lifestyle fostering spiritual, academic, social and physical development through an ordered and disciplined environment.

18.e Inculcation of effective self-discipline by educating students to be appreciative, co-operative, responsible, conscientious and above all caring towards others and the creation about them.

Proprietor's Rights and Responsibilities

19 The Proprietor shall subject to the provisions of this Agreement:

(a) continue to have the responsibility to supervise the maintenance and preservation of education with a Special Character provided by the School;

(b) Continue to have the right to determine from time to time what is necessary to preserve and safeguard the Special Character of the School as defined herein;

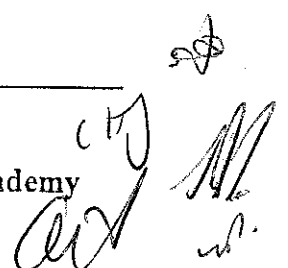
(c) Invoke the powers conferred upon it by the Act should the Proprietor so determine if in the opinion of the Proprietor the special Character of the School has been or is likely to be jeopardised or the education with such Special Character so provided is no longer preserved and safeguarded.

School Roll

20 The School had a roll of 15 pupils New Entrants to Form 2 at 1 February 1997. It is agreed subject to any amendments as provided for by supplementary agreement that the maximum roll of the School shall be 30.

Enrolment Preferences

21 (a) A preference of enrolment at the School under Section 29(1) of the Act shall be given to those pupils with parents who have established a particular or general connection with the Special Character of the School, and the Board shall not give preference of enrolment to the parents of any child unless the Proprietor concurs that those parents have established a particular or general connection with the Special Character of the School to the satisfaction of the Board.



(6)

- (b) In accordance with Section 7 (6)(h) of the Act, 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 in accordance with the provisions of Section 29 (1) of the Act shall be limited to 10% of the maximum roll of the School.

Access to School

22

The Proprietor together with its servants, agents and licensees shall subject to the proviso of Section 40(2)(i) of the Act have at all reasonable times access to the School to ensure that the Special Character of the School is being maintained and shall also have similar access to enable it to exercise the powers and carry out the responsibilities vested in it and imposed on it by the Act and by this Agreement.

Staffing

Principal's Appointment

23

An advertisement for the position of Principal of the School may in accordance with Section 65(1)(a) of the Act, state that a willingness and ability to take part in religious instruction appropriate to the School shall be a condition of appointment. Such an advertisement may also state that a willingness and ability to uphold the special character shall be a condition of the appointment.

Staffing

Tagged Positions

24

The Proprietor may designate pursuant to Section 66(1) of the Act that one teaching position shall be a special position that requires particular capabilities on the part of the teacher holding the position. The teacher so appointed shall accept and recognise a responsibility to maintain and preserve the Special Character of the School.

Staffing Restrictions

25

The Proprietor shall not engage any teachers between the date of execution of this Deed of agreement and the effective date of integration other than those whose names have already been notified by the Proprietor to the Secretary of Education without first obtaining the consent of the Secretary.

Attendance Dues

26

The Proprietor of the School may 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 provision of Section 36 of the Act.

Definitions

27

Unless expressly provided for in this agreement words and expressions shall have the meaning given those words and expressions in the Act.

28

Unless expressly provided for in the Act, nothing in this agreement shall be deemed to limit or restrict the powers imposed on the proprietors under the Act.

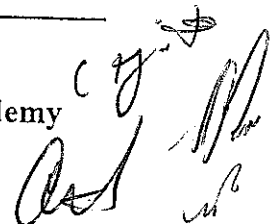
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The effective date of this Deed of Agreement shall be the

26 May 1997

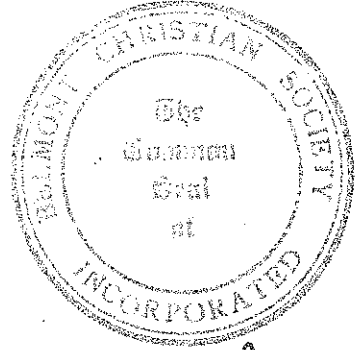
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On and after the effective date specified in this Deed of Agreement the School shall be an integrated School pursuant to Section 7(2) of the Private Schools Conditional Integration Act 1975 (the 'Act').

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

THE COMMON SEAL OF
was hereunto affixed in the presence of:)



[Signature]
Trustee

[Signature]
Trustee

[Signature]
Trustee

[Signature] JP
N.W. WALKER JP

SIGNED by:

Kathy Phillips)
Senior Manager)
National Operations)
Ministry of Education)
pursuant to authority delegated by the)
Minister of Education acting on behalf of)

[Signature]
Kathy Phillips

HER MAJESTY THE QUEEN in the presence of:

Charlotte Hughes-Johnson

Adverser

36 Hanover St

Wellington

[Signature]
[Signature]

FIRST SCHEDULE

Description of total land, buildings and other improvements comprising the Proprietor's land of which the School premises form a part.

THE PROPRIETOR'S LAND

All that land, buildings and other improvements owned by the Belmont Christian Society Inc. Situated at 357 South Road, Hawera and being more particularly described as follows.

All that parcel of land containing 3.0273 ha more or less situate in the City of Hawera being part Lot 11 on Deposited Plan 527 and part lot DP 2863 in Certificate of Title 251/15.

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SECOND SCHEDULE

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

THE SCHOOL PREMISES

All that part of the Proprietor's land as described in the First Schedule hereto delineated in red on the annexed plan of the Proprietor's land, which forms part of this schedule, TOGETHER WITH, all the School buildings and other improvements thereon SAVE AND EXCEPT those buildings more particularly delineated in blue on the annexed Plan hereto.

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

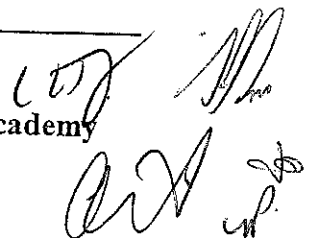
These works are to be planned, executed and paid for by the proprietor subject to the provisions of this schedule in relation to the buildings and associated facilities to bring them up to the minimum standard for a comparable state school. All work is to be carried out by competent tradesmen or in a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

MAIN BUILDING (areas numbered as per attached plan)		Agreed Phasing of Work to be completed by:				
AREA		1997	1998	1999	2000	2001
1	Interior redecorate and repairs			X		
2	Interior repairs - fold down desk tops		X			
2	Upgrade lighting	X				
3	Interior redecorate & repairs				X	
5	Interior redecorate				X	
8	Interior redecorate and recarpeting			X		
9	Interior redecorate	X				
9	Remove "exposed" wiring	X				
9	Upgrade lighting	X				
9	Upgrade / remove heating			X		
10	Interior redecorate			X		
10	New vinyl			X		
10	Upgrade lighting	X				
10	Toilet - reline walls				X	
10	Alcove - reline walls				X	
11	Interior redecoration				X	
11	Upgrade lighting	X				
-	Complete exterior repaint (incl. roof)	X				
SITE						
	Provide substantial fence to block off rubbish dump area from school site		X			
	Provide substantial and secure gate to close off rubbish dump area.		X			
	Upgrade fencing to southern and western boundaries			X		
	Replace incinerator	X				
	Seal entrance driveway(s)					X
	Provide recreational hard seal area.					X
	Provide/seal car parking area					X
	Upgrade courtyard area		X			
	Repair bench seating courtyard area	X				
	Repair/replace boards front porch (main entrance area.)	X				
	Provide crinking fountain	X				

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