INTEGRATION DEED OF AGREEMENT

THIS DEED	is made the	threaty	day of _	Abril	1995
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BETWEEN The Te Aute Trust Board ("the Proprietor") a Trust incorporated under

the Religious Charitable and Educational Trusts 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 Hukarere School ("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").

Hukarere was founded in 1875 as a school for Maori girls offering education with a Special Character and was incorporated within the authority of the Te Aute Trust by Act of Parliament in 1892. Initially, the School accepted girls of all ages but for most of its life has operated mainly as a secondary school with an attached boarding establishment. Hukarere was closed as a school from 1969 to 1993 when it was re-established with Te Whanau O Hukarere as the managing body.

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

Agreement

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The Minister and the Proprietor agree that the School is to become an Integrated secondary school pursuant to the Act catering principally for Maori girls from Form 3 to Form 7.

Board of

Trustees

The Board of Trustees shall be the controlling authority of the School and shall be constituted pursuant to the Education Act 1989.

Proprietor's 3 Land & Premises

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

Integrated 4 School Premises

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."

Use of School 5 Premises

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 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 and other assets associated with the School.

School Premises Proprietor's Use

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 according to such

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School Premises External Use

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 the 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.

Ipgrading Buildings

- 9 (a) 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 required for comparable State Schools prevailing at the effective date of this Deed of Agreement.
 - (b) Such improvements shall be carried out in accordance with the dates specified against such improvements in the **Third Schedule** or such other dates as may be agreed from time to time between the Minister and the Proprietor.
- (c) By July 1998 the Proprietor will have reviewed the size and composition of the roll and will have consulted with the Ministry of Education to re-negotiate what changes, if any, shall be made to the **Third Schedule**.
- 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 (a) The Proprietor may own, control and maintain any lands, buildings, chattels and assets that, although not part of the Integrated premises, are regarded by the Proprietor as appropriate to maintain the Special Character of the School.

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Shared Property

(b)

The Proprietor acknowledges that the access driveway from Napier Terrace, Napier to the School, hatched in yellow on the plan attached in the Second Schedule is used in common, and the costs of maintaining the access driveway shall be shared between the Proprietor and the Board of Trustees as may be agreed in writing from time to time.

Shared Use

As long as the Proprietors and School share a common meter for electricity (c) both shall contribute to the costs according to their respective use. Similarly, costs for shared services including stormwater, sewer, water and heating will be apportioned according to use.

Provision of **Facilities**

12 The Proprietor agrees that

- administration facilities will be provided in the non integrated area of (a) HUKARERE upgraded according to the Third Schedule and
- until such time as specific teaching facilities are provided as required in the (b) Third Schedule, alternative facilities will be provided in the non integrated area of HUKARERE, or off site, and
- until such time as toilet facilities are provided as required in the Third (c) Schedule, alternative facilities will be provided in the non integrated area of HUKARERE.

insurance

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14

The Proprietor shall insure the buildings forming part of the School premises and the Proprietor's chattels owned or held upon trust for the purposes of the School and the other assets owned by the Proprietor for the purposes of the School against risks normally insured against, in some responsible insurance office in New Zealand, and further acknowledges the obligation on it created by Section 40(2)(h) of the Act.

Future Maintenance

Subject to Clauses 9 and 10 and 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 (Integrated) School premises as though the School was a State School.

Proprietor's Borrowings

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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 and any facilities associated therewith and for such purposes may charge, mortgage or encumber the School premises or any part thereof.

Staff Remuneration

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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.

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

18 (a)

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.

- 18 (b) The Proprietors, who are the Trustees of Te Aute Trust, are appointed by the General Synod of The Anglican Church in Aotearoa, New Zealand and Polynesia (Te Hahi Mihinare ki Aotearoa ki Niu Tireni ki Nga Moutere o Te Moana Nui a Kiwa).
- 18 (c) The statement of Special Character is expressed in Maori and in English. The statement in Maori will be paramount if an issue of interpretation or dispute arises between the versions.

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Special Character Definition

TE AHUATANGA MOTUHAKE O HUKARERE

19(a)(i)

"E tipu, e rea, mo nga ra o tou ao; ko to ringa ki nga rakau a te Pakeha hei ara mo to tinana, ko to ngakau ki nga taonga a o tupuna Maori hei tikitiki mo to mahuna; ko to wairua ki to atua, nana nei nga mea katoa."

-Sir Apirana Ngata

Kei raro a Hukarere i te whakahaere o te Hahi Mihinare. Ko tona kaupapa, he ako i nga tlkanga o te matauranga i raro i te nohoanga karaitiana, Maori hoki. Ahakoa ra i te timatanga he kura mo nga kotiro Maori anake, engari i whakatuwheratia atu ki etahi atu. He kura e hiahia ana ki te whakatu kaupapa whakaako, mo te Reo, mo nga tikanga Maori, me nga korero a te iwi Maori, i raro i nga whakaakoranga a te Maori. He kura e hiahia ana ki te hapai i te wairuatanga o te taha Maori, tapiri atu hoki ki te wairuatanga o te taha Karaitiana, e huaina nei i roto i te paipera tapu i raro i nga tohutohu a Ihu Karaiti. Te wahanga tuarua o Hukarere, he wahi noho mo nga kotiro. Kei raro tenei i te whakahaere o te Poari Kaitiaki o Te Aute.

- (ii) Te ahuatanga motuhake o Hukarere, me whakatau e nga mema katoa o te Poari Kaitiaki o Te Aute, me te Pihopa o Aotearoa raua ko te Pihopa ki te Tairawhiti o te hahi mihinare, i tetahi hui i karangatia mo tenei kaupapa. Ma ratou ngatahi e whakatau te kaupapa e tika ana hei pupuri, hei tiaki i tenei ahua o Hukarere mo nga ra haere ake nei.
- (iii) Mehemea ka noho te kotiro i Hukarere mo nga tau e toru, ko te tumanako ka tipu ia i roto i te maramatanga o nga tikanga Maori me nga tikanga Karaitiana. Ki te mau ia ki enei kaupapa, ka tu tangata ia i waenganui i te iwi o tenei whenua, hei kai arahi mo nga whakahaere a te Whanau whanui tonu i runga i te tika i te pono. No reira ko te rapunga whakaaro o Hukarere hangai tonu ki nga tikanga ako a te Maori, hei huarahi mo te "Kaupapa Marautanga o Aotearoa" me nga mahi katoa e pa ana ki te matauranga, ahakoa i hea. He kaupapa tenei na Hukarere kia waiho nga whakahaere katoa, he wa whakaako.

(iv) Te Ahuatanga Motuhake o Hukarere ka kitea i roto i nga whakahaere katoa. Ko te kaupapa o te Whanau te herenga. Hei whakapumau i tenei,

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ko nga taonga tuku iho a nga matua tupuna me nga taonga o te Whakapono, pena i te Aroha te Manaaki, te Awhina me te Tika. Kei ia kotiro tona ake mauri tona ake mana. Ma tenei a ia e kawe ki te taumata e whaia nei e ia. Ma te ahua ake o te Whanau ratou e awhina, e whakapakari. "Ano te ahuareka o te nohoanga o nga teina me nga tuakana I raro i te whakaaro kotahi."

Special Character Definition

19(b)(i) "Grow up and thrive for the days destined to you, your hand to the tools of the Pakeha to provide physical sustenance, your heart to the treasures of your Maori ancestors as a diadem for your brow, your soul to your God, to whom all things belong."

-Sir Apirana Ngata

HUKARERE is an Anglican secondary school established principally but not exclusively for the education of Maori girls within a Maori and Christian setting. It is a school in which Maori language, customs and traditions are promoted and which is committed to Maori principles of education and to Maori educational practices. Spiritual education and development is fostered through the incorporation of Maori spiritual values and tikanga and through a commitment to the biblical principles revealed in the life and teachings of Jesus Christ. Attached to the school is a boarding establishment operated by the Proprietor.

- (ii) The Special Character of HUKARERE is determined by the full complement of Trustees of Te Aute Trust Board jointly in Special Session with both the Bishop of Aotearoa and the Bishop of Aotearoa/Tai Rawhiti of the Anglican Church. These Proprietors and Bishops in Special Session shall continue to have the right to determine from time to time what is necessary to preserve and safeguard that Special Character.
- (iii) It is the goal of HUKARERE that each student, given a period of at least three years at HUKARERE to develop an inner understanding of Maori concepts and values, and Christian character, will become a confident, motivated, self-disciplined and responsible citizen capable of providing leadership and moral guidance within her family and community. To this end the holistic learning philosophy adopted by HUKARERE integrates the national curriculum statements, curriculum options, extra-curricular

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activities and spiritual, cultural and social activities into a single process encompassing both school and out of school learning. It is a tenet of learning at HUKARERE that learning and growth occurs at all times and during all activities.

(iv) The Special Character of HUKARERE incorporates the whanau learning process which aims to foster learning through the application of the Maori values of aroha, manaaki and awhina and the Christian concepts of justice, compassion and grace. At HUKARERE the mana and mauri of each learner is respected and nurtured in order to instil confidence and self respect. Thus will each student be encouraged to take responsibility for her own learning. The whanau learning process is a partnership between each student, her peers and her teachers. It is a process where peers are encouraged to help each other through the tuakana/teina (elder sister/younger sister) relationship, where power is shared between learner, teacher and management and where the learner is encouraged to empower herself; yet also encouraged to observe the tikanga and kawa of HUKARERE so that all may live in peace and harmony.

Proprietor's 20 The Proprietor shall, subject to the provisions of this Agreement: **Rights**

- (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 21 The School had a roll of 24 pupils in Form 3 to Form 7 at the first day of March 1995. It is agreed, as provided for in Section 7(6)(g) of the Act, that the maxtum roll of the School shall be 80.

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Enrolment Preferences

- 22 (a) A preference of enrolment at Hukarere under Section 29(1) of the Act shall be given to pupils of Maori descent whose parents or caregivers have established a particular or general connection with HUKARERE through membership of, or affiliation with, the Anglican Church or a general connection with the Special Character of HUKARERE through belonging to other Christian Churches having a similar biblical basis of faith and doctrine. 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 HUKARERE to the satisfaction of the Board.
 - (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 HUKARERE 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 23 School

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 the 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: 24 Principal's Appointment

An advertisement for the position of Principal of the School shall, 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. The Principal so appointed shall accept and recognise a responsibility to maintain and preserve the Special Character of the School.

Chaplain

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Religious Instruction forms part of the education with a Special Character provided by the School and therefore the Proprietor, at its expense, may employ any person whether as a Chaplain or otherwise for duties relating to

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the instruction and the provisions of Section 69(2) and (3) of the Act shall apply.

Staffing Tagged Positions

26 (a) The Proprietor in accordance with Section 65 (1)(c) may designate the following teaching position at the School as a position of importance carrying a responsibility for religious instruction:

Deputy Principal

Advertisements for this 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. Such an advertisement may also state that a willingness and ability to uphold the Special Character shall be a condition of the appointment.

26 (b) The Proprietor, in accordance with Section 66 (1), designates the permanent teaching positions at the School as special positions requiring particular capabilities on the part of teachers holding these positions.

Advertisements for these positions shall require appointees to possess these particular capabilities as a condition of appointment.

Staffing Restrictions

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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.

Staffing Limits

If at the effective date of integration the School has more teachers than the staffing entitlement in a comparable State School, a teaching position shall be dis-established when a teacher leaves that position, unless an exception has been made under Section 91 of the Education Act 1989.

Attendance 29 Dues

The Proprietor may enter into agreements with either 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 Act.

Integration Deed

Definitions	30	Unless expressly provided for in this Agreement words and expressions shall have the meaning given those words and expressions in the Act.
Dated	31	The effective date of this Deed of Agreement shall be the first day of May 1995.
	32	On and after the effective date specified in this Deed of Agreement the School shall be an Integrated Secondary School in terms of the Private Schools

Conditional Integration Act 1975.

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

SIGNED by
The Honorable John Luxton
Associate Minister of Education
pursuant to authority delegated by the
Minister of Education acting on behalf of
HER MAJESTY THE QUEEN in the presence of:

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THE COMMON SEAL OF THE TE AUTE TRUST BOARD

was hereunto affixed in the presence of:

Chairman

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Ambullock Trustee

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FIRST SCHEDULE

Description of total land, buildings and other improvements which comprises 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 Te Aute Trust Board, more or less situate in Napier Terrace, Napier, being known as Hukarere and being particularly described as follows and delineated in green on the plan forming part of the Second Schedule hereto.

Α

All that parcel of land containing 7648 square metres more or less situate in the City of Napier being Lot 2 on Deposited Plan 10403 and being all the land in Certificate of Title L3/738 (Hawkes Bay Registry).

В

All that parcel of land containing 565 square metres more or less situate in the City of Napier being Lot 8 on Deposited Plan 3611 which said parcel of land comprises portion of Suburban Section 31 Napier and being all the land in Certificate of Title 195/18 (Hawkes Bay Registry).

All that parcel of land containing 525 square metres more or less situate in the City of Napier being Lot 9 on Deposited Plan 2711 and being all the land in Certificate of Title F2/254 (Hawkes Bay Registry).

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All that parcel of land containing 1.2396 hectares more or less situate in the City of Napier being Lot 1 and part Lots 2 and 5 on Deposited Plan 10478 and being all the land in Certificate of Title L1/904 (Hawkes Bay Registry).

SUBJECT TO

A

Fencing Covenant in Transfer 46814 Sewerage rights in Transfer 463750.3

В

Fencing Covenant in Transfer 44193

C

Fencing Covenant in Transfer 23848

D

Sewerage rights in Easement Certificate 182927

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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

WORK 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. The proprietor will ensure that all work is carried out

AGREED PHASING OF WORK TO BE COMPLETED BY:

Upgrade the driveway and pathway, form drainage and reseal Repair or replace all boundary fencing as required Repair main entry gates Form retaining wall between driveway and Pool Upgrade and reseal all courts Re-stretch and secure court netting fences Provide drainage from courts Provide sub-soil drainage from courts Provide sub-soil drainage from courts Install new stormwater drains at north side of Blocks B and C Re-level and reseal all paths and provide drainage Repair or replace handrails to pathways to comply with Codes Install a retaining wall to courts adjacent to Block C Reform and replace steps to courts from Block C Redirect all surface water and stormwater from buildings and site to City stormwater system or where absolutely necessary, in a controlled manner to the base of the bank and be safely	1. 5.95	1. 5.96 x	1. 5.97 x	1. 5.98 * *	1. 5.99 × × ×	1. 5.2000 1. 5.2001	1. 5.200
Carry out assessment of stability of court retaining wall Rectify court retaining wall as required Stabilise bank by retaining walls or planting with trees and shrubs	* ×	×		×	×		

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ar Amb (2)	Area G.38 Replace door from Stage to exterior and change lockset to one which can be opened from the inside without the use of keys Install fire alarm call point Replace and upgrade lighting	Area G.37 Change lockset to exterior door to one which can be opened from the inside without the use of keys Change exterior door to open outwards Upgrade lighting Cover wiring Level floor and provide floor-covering	Area G.36 Upgrade lighting Tidy and cover wiring Provide floor-covering Ease windows Replace door and lockset Redecorate Area	Area G.35 Upgrade lighting Tidy and cover wiring Provide floor-covering Replace door and lockset Redecorate Area	Area G.34 Upgrade lighting Tidy and cover wiring Provide floor-covering Replace door and lockset Redecorate Area	Structural Upgrade Block as far as reasonably practicable to comply with current structural requirements with seismic co-efficient of R1.2	1. 5.95
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Area 1.38 Provide secondary egress Change lockset to door to one which can be opened from the inside without the use of keys Change existing exterior door to open outwards Upgrade lighting Upgrade heating Provide additional power points Install new ceiling and wall linings Provide cross ventilation Replace broken windows Ease louvre windows Ease louvre windows	Area 1.36 Install fire alarm call point Upgrade lighting Upgrade heating Repair windows and sash cords Repair broken window Patch carpet as necessary	Area 1.35 Upgrade lighting Upgrade heating Repair broken window Repair windows and sash cords Remove redundant piping Remove plinth and make good Patch carpet as necessary	Area 1.34 Upgrade lighting Cover wiring Repair window cords Check and eliminate water seepage Refurbish stairs Redecorate	Provide lighting Cover wiring
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Area 1.33

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Provide access for disabled to all areas to comply with NZS 4121 Modify all doors as necessary to cater for wheelchair access Provide toilets and shower facilities for the disabled Ensure automatic sprinkler "gong" is in working order Check all smoke-stop doors to ensure efficient self-closing Fit smoke seals to smoke-doors as necessary Replace broken fire alarm call point glasses Link low voltage fire alarm warning system to sprinkler alarm Implement fire evacuation scheme Remove all fluorescent fittings with PCB insulating materials x	Remove, re-level and provide new paving round pool surrounds Replace doors to Pump Room Replace inlet valves to pool Provide air gap between pool water level and discharge connection to prevent back flow siphonage Repair and repaint seating Repair pool fencing Repaint pool Provide separate storage for Pool chemicals x	Replace spouting and downpipes Replace spouting and downpipes Replace all rotten soffits, weather boards and any defective boards Replace exterior netting over windows to Area G.40 Provide waterproofing to wall of Area G.40 Replace missing and broken vents and grills Replace entire egress ramp and platform Paint exterior	Asbestos Repair and seal or paint unpainted and damaged asbestos sheets in Areas 1.31, 1.34, 1.35, and 1.36 and provide signs	Replace cupboard door and shelving Install a ceiling to cupboard Redecorate Overlay existing floor and provide new floorcoverings	Į.
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with the requirements of the Building Code by 18 April 1996

Provide by new construction or remodelling on the school site

Teaching Space of 55 sq m the following by 1 May 1998:

Laboratory of 55 sq m

Art & Craft space of 70 sq m

Music space of 55 sq m

Resource room of 37 sq m Form 6 & 7 teaching space of 55 sq m

Laboratory Prep Room of 23 sq m Music Resource of 9.5 sq m

Bookroom of 19 sq m Workroom of 10 sq m

Provide by new construction or remodelling on the school site the following by 1 May 2001:

Clothing Store of 10 sq m

Art & Craft Store of 21 sq m Homecraft Store of 9.5 sq m

Art & Craft Project of 19 sq m PE Store of 19 sq m

PR Offices of 19 sq m Principal's Office of 19 sq m

Staff Kitchen of 4.5 sq m Staff Room of 19 sq m

Staff Rest Room of 4.5 sq m

Office of 19 sq m

Sick Room of 9.5 sq m Caretaker's Room of 6.5 sq m

Store/Workshop of 19 sq m

Dangerous Goods Store of 9 sq m

Ablution facilities to meet Code requirements

If the roll exceeds 60 pupils provide by new construction or remodelling on the school site the following by 1 May 2001:

Teaching Space of 55 sq m Laboratory of 72 sq m

Homecraft space of 77 sq m Art & Craft space of 95 sq m

Music space of 67 sq m

Form 6 & 7 teaching space of 66 sq m