

*Integration Deed of Agreement
Lake Taupo Christian School*

INTEGRATION DEED of AGREEMENT

BETWEEN

Lake Taupo Christian School Trust

AND

HER MAJESTY the QUEEN

ACTING BY and THROUGH the

MINISTRY of EDUCATION.

This Deed of Agreement is made on the 12th April 1999 and is between the Lake Taupo Christian School Trust (hereinafter called 'the Proprietor') and Her Majesty the Queen, acting by and through the Minister of Education (hereinafter called 'the Minister').

BACKGROUND

- A** The Proprietor is the owner of Lake Taupo Christian School, being an inter-denominational Christian school situated at 42 Kiddle Drive, Taupo (hereinafter to be called 'the School').
- B** The Lake Taupo Christian School was founded in 1993 and is a composite school for girls and boys from Year 1 to Year 13, offering education with a special character.
- C** The Minister and the Proprietor have agreed to the integration of the School pursuant to Section 7 (2) of the Private Schools Integration Act 1975 ('the Act').

Now this Deed witnesses and is agreed between the parties as follows:

1. Agreement

The Minister and the Proprietor agree that the School is to become an integrated Year 1 to Year 13 Composite School pursuant to the Act, on a basis which will preserve and safeguard the Special Character of the education provided.

2. Board of Trustees

The Board of Trustees shall be the 'Controlling Authority' of the School and shall be constituted under Part IX of the Education Act 1989 ('the Board').

3. Proprietor's Land and Premises

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

4. Integrated School Premises

The Integrated School Premises for the purpose 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'.

5. Use of School 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, for the purpose 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.

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 at any time when the School Premises and chattels are not required for School purposes and subject to the Board's consent which shall not be unreasonably or arbitrarily withheld provided that the Proprietor may be requested to contribute to the lighting, heating and cleaning costs according to such use.

School Premises - External Use

With the consent of the Proprietor, the Board may grant the use of the School Premises and all chattels and other assets associated therewith to any other person or persons at any time when the School Premises are not required for School purposes providing that such use does not conflict with the maintenance of the Special Character of the School. The Proprietor shall not unreasonably or arbitrarily withhold its consent but may require a portion of the fee charged. The Board may require each person or persons to pay a reasonable fee to the Board as a condition of such use and may, at its discretion return a portion of that fee to the Proprietor.

Proprietor's Debt

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

Upgrading Buildings

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 such improvements in this Schedule or such other dates as may be agreed from time to time between the Minister and the Proprietor. The Proprietor shall, upon completion of any improvements to electrical services described in the Third Schedule, arrange for the inspection of the School Premises in terms of the regulations currently in force at the time.

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

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

11. Insurance

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 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.

12. Future Maintenance

Subject to the 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 School Premises as though the School was a state school provided that the minister shall not be responsible for damage to buildings, grounds and services due to geothermal activity

a For the avoidance of doubt and due to the risk of geothermal activity the proprietor accepts responsibility for any damage to buildings, grounds and services that are damaged as a direct result of any such geothermal activity, notwithstanding the ministers responsibility for damage to the same through natural aging, wear and tare or damage through circumstances other than geothermal activity.

13. Proprietor's Borrowing's

The Proprietor, 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.

14. Staff Remuneration

a 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.

b A teacher to whom the proviso of Section 71 (6) applies 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, provided that in the case of such teacher who is paid more than a teacher with comparable service and qualifications in a state school the proprietor shall, after the effective date of integration, ensure that the Crown (acting through the Minister) shall not be liable for payment of the difference in the salary.

15. Special Character Agreement

The School's Special Character as hereinafter described, shall incorporate education with a special character as provided by 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

Lake Taupo Christian School is a Christian Composite School established by and for parents choosing an education for their children based on a sound Biblical foundation and on the beliefs, values and lifestyle as reflected in the Holy Bible.

The Special Character of the School is determined by the Christian beliefs and values held by the Lake Taupo Christian School Trust governed by an elected Proprietor.

The Mission Statement and goal of the School is:

Christian philosophy or Christian World view will be the foundation from which students will receive instruction in spiritual, moral intellectual, social and physical disciplines. Students will be taught to understand, interpret and analyse facts from a biblical viewpoint and will be encouraged to view life from God's perspective.

Objectives:

To develop Christian character in the life of every student, while guiding them towards a personal relationship with Jesus Christ.

To enable the student to develop a balanced life, incorporating spiritual, academic, and physical dimensions.

To provide an education of academic excellence consistent with the teachings of the Bible.

To train students to be self-disciplined, appreciative, co-operative, responsible, consistent and thorough.

To develop a positive attitude towards school and encourage self motivation to learn.

To stimulate the development of critical thinking, effective communication and creativity.

To challenge students to be courageous in sharing Christ's love and to hold Christian convictions even in the face of pressure.

To assist all students in discovering their God given talents and abilities, and to find God's unique purpose for their life.

To encourage dependence on one another in recognition that there are varying gifts within the Body of Christ.

To work with parents in fulfilling their responsibility to train a child in Biblical principles.

17. Proprietor's Rights and Responsibilities

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,
- d expect that members of the Board of Trustees will give a commitment to support the Special Character of the School.

18. School Roll

It is agreed that the projected maximum roll of the School shall be 52.

19. Enrolment Preferences

- a A preference of enrolment at the School under Section 29(1) of the Act shall be given to those pupils whose parents have established a particular or general connection with the Special Character of the School, and the Board shall not give preference of enrolment to any pupil unless the Proprietor concurs that the parents of those pupils have established a particular or general connection with the Special Character of the School.
- b In accordance with Section 7(6)(h) of the Act, and subject to places being available, the Proprietor and the Minister agree that 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 roll of the School.

20. Access to 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 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.

21. Staffing - Principal's Appointment

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. The Principal so appointed shall

expect and recognise their responsibility to maintain and preserve the Special Character of the School and demonstrate leadership within a local Christian church.

Staffing Positions

In the purposes of Section 65(1)(c) of the act, the position of all teachers, other than the Principal, shall be positions of importance carrying a responsibility for religious instruction. Advertisements for these positions shall state that a willingness and ability to take part in religious instruction appropriate to the Special Character of the School shall be an essential condition of appointment. Such advertisements shall also state that a willingness and ability to uphold the Special Character shall be a condition of appointment.

Staffing Restrictions

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 in 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

The staffing entitlement of the school shall be the same as that for a comparable state school at the effective date of integration of the school.

In the event that the school board employs more staff than that to which it is entitled under clause 24(a) then the proprietor shall ensure that there shall be no residual liability (which shall include payment for staffing over entitlement after integration, and any redeployment pertinent to this overstaffing) on the Crown acting through the Minister.

For the avoidance of doubt the proprietor shall indemnify the Minister to the fullest extent permitted by law from any financial loss whatsoever the Minister may suffer from any breach or non observance of this clause by the Proprietor.

Attendance Dues

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 providing that as a condition of the enrolment and attendance of each pupil at the School, the parents or other persons shall pay attendance dues, pursuant to Section 36 of the Act.

Dated

The effective date of integration of the School shall be the 1st April 1999

On and after the effective date specified in this Deed of Agreement, the School shall be an integrated Year 1 to Year 13 Composite School in terms of the Private Schools Conditional Integration Act 1975.

FIRST SCHEDULE

cription of total land, buildings and other improvements comprising the Proprietor's land, of
ch the School Premises form a part.

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

SIGNED BY:
Trevor Strange
Chairperson
Lake Taupo Christian School Trust



in the presence of:

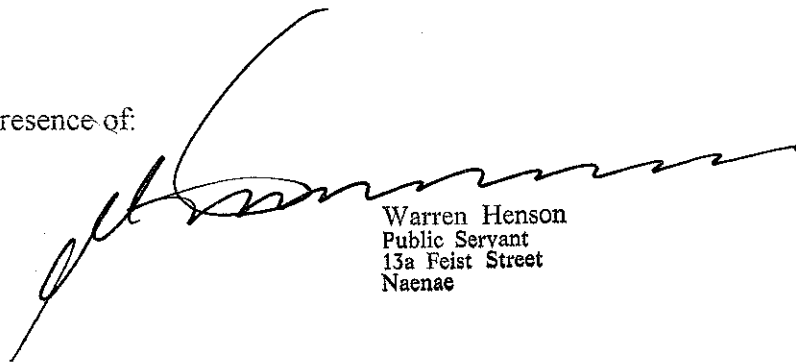


 Peter Wong

SIGNED BY:
Kathy Phillips
Senior Manager
National Operations
Ministry of Education
pursuant to authority delegated by the
Minister of Education acting on behalf of
HER MAJESTY THE QUEEN



in the presence of:



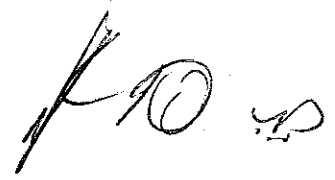
Warren Henson
Public Servant
13a Feist Street
Naenae



Proprietor's Land

at land, buildings and other improvements owned by the Lake Taupo Christian School Trust
ated at 42 Kiddle Drive, Taupo.

cel of land containing 4440 square metres more or less being part Lot 16
Deposited Plan S.51338, Block II, Tauhara Survey District
tificate of Title. 43c\ 48



SECOND SCHEDULE

Description of land, buildings and other improvements comprising the School Premises, as per the attached plan.

The School Premises

All of the Proprietor's land and buildings containing 4440 square meters more or less being Lot 16 on Deposited Plan S.51338 Block II, Tauhara Survey District
Certificate of Title. 43c\ 48

[Handwritten signature]

THIRD SCHEDULE

Work to be carried out by the proprietor in relationship to the integrated school:

These works are to be planned, executed and paid for by the LAKE TAUPO CHRISTIAN SCHOOL TRUST as proprietors, subject to the provisions of this schedule in relation to the buildings and associated facilities to bring them to the minimum standard for a comparable State school. The Proprietor must ensure all work is carried out by competent tradesmen or in a workmanlike manner to meet the standards of the Ministry of Education.

Agreed work 30/11/99 30/11/2000 30/11/2001

Site: Ensure that the adventure playground areas comply with NZS 5828 'Playgrounds Equipment' particularly in respect of the distances of the edge of soft ground cover from play equipment.

[Handwritten signature]