

DATED

1995

PARTIES

1. **THE MAHURANGI BAPTIST CHARITABLE TRUST**

(the Proprietor)

2. **HER MAJESTY THE QUEEN acting by and through the Minister of Education**

(the Minister)

INTEGRATION DEED

GAZE BURT
SOLICITORS
AUCKLAND

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THIS DEED made the 31st day of

October

1995

BETWEEN THE MAHURANGI BAPTIST CHARITABLE TRUST a Charitable Trust duly incorporated under the Charitable Trust Act 1957 at Auckland (hereinafter referred to as "the Proprietor")

A N D HER MAJESTY THE QUEEN acting by and through the Minister of Education (hereinafter referred to as "the Minister")

BACKGROUND

- A. The Proprietor is the owner of premises at 400 Mahurangi East Road, Snells Beach from which the Mahurangi Christian School ("the School") operates.
- 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 1991; officially opened by the Minister on 5th June 1991, and granted Registration on 27th December 1991. the School has operated as a Primary School for girls and boys from New Entrants to Form 2 offering education with a Special Character.

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

1. AGREEMENT

The Minister and the Proprietor agree that the School is to become an integrated Primary School for New Entrants to Form 2 pursuant to the Act.

2. PROPRIETOR'S 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.

3. INTEGRATED SCHOOL PREMISES

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

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4. USE OF SCHOOL PREMISES

The Proprietor agrees to set apart and appropriate as owner, 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, subject to Clause 5.

5. 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 use of the School premises and chattels out of School time provided that the Proprietor shall contribute to the lighting, heating and cleaning costs according to such use.

6. 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.

7. PROPRIETOR'S DEBT

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

8. UPGRADING BUILDINGS

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 the schedule. The proprietor shall upon completion of any improvements to electrical services described in the **Third Schedule** arrange for the local electrical supply authority to inspect the School premises in terms of Reg.45 of the Electrical Supply Regulations 1976 or such other regulation as shall be in force in substitution for the time.

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9. 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.

10. **PROPRIETOR'S PROPERTY**

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.

11. **INSURANCE**

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 on it created by Section 40(2)(h) of the Act.

12. **FUTURE MAINTENANCE**

Subject to Clauses 8 and 9 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.

13. **PROPRIETOR'S BORROWINGS**

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.

14. **STAFF REMUNERATION**

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.

15. Any 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.

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16. SPECIAL CHARACTER AGREEMENT

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.

17. SPECIAL CHARACTER DEFINITION

- (a) The School is an interdenominational Christian School established by the Proprietor in conjunction with the local community to meet the educational needs of its children and the mission of the church. This mission includes the provision of educational opportunity to all who share its objectives as defined in the special character.
- (b) The special character of the School is determined by the faith system made up on the Christian beliefs, values and lifestyle of the Mahurangi Baptist Church, and furthermore, as outlined in the following subsection;
- (c) Because God is: -the Creator of heaven and earth, of all things visible and invisible, sustaining and ruling over creation, including man and is the source of all wisdom and knowledge, God the Father, Jesus His Son, and the Holy Spirit are relevant to every area of study and endeavour in the School.

The School reflects this by:

- (i) using the Bible as the basis for exploring God's world, and as a standard against which to compare and interpret all curriculum material;
- (ii) teaching Christian values and behaviour through the process of acknowledgement of sin, repentance, and acceptance of Jesus' gift of grace.
- (iii) using prayer as a key tool in learning, inviting the Holy Spirit into every learning situation;
- (iv) encouraging each child to give of their best because God creates and equips each person for their unique role in His service, and acknowledging achievement in accordance with the child's effort;
- (v) inextricably integrating knowledge of the world and Christian beliefs, through an integrated approach of an appropriate Christian curriculum and developed programme plans;

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- (vi) acting as a continuum and extension of the teaching provided in Christian homes;
- (vii) providing an environment where children, parents, and teachers can experience godly relationships, showing the character of Christ in love, discipline, respect, honour and trust, and witness an exemplary demonstration of Biblical truths in the lives of others.

18. PROPRIETOR'S RIGHTS & 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 the 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.

19. BOARD OF TRUSTEES

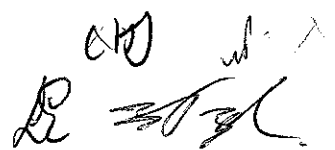
The Board shall be the controlling authority of the School and shall be constituted pursuant to the Education Act 1989.

20. SCHOOL ROLL

The School has a roll of 16 pupils in New Entrants to Form 2 at the thirtieth day of September 1995 being the year in which the roll figures were last compiled. It is agreed, subject to any amendments as provided for by Supplementary Agreements, that the maximum roll of the School shall be 50.

21. ENROLMENT PREFERENCES

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. No more than 10% of the pupils enrolled at the School at any time shall be non-preference pupils.



22. 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 time - 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.

23. STAFFING - 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. Such an advertisement shall also state that a willingness and ability to uphold the Special Character of the School shall be a condition of the appointment.

24. CHAPLAIN

Christian Studies form part of the education with a special Character provided by the School and therefore the proprietor, at its expense, shall employ any person whether as a Chaplain or otherwise for duties relating to the instruction and the provisions of Section 69(2) and (3) of the Act shall apply.

25. STAFFING TAGGED POSITIONS

The Proprietor shall designate up to two teaching positions at the School which in accordance with Section 66 (1) of the Act shall be special positions which require an appointee to accept and recognise a responsibility to maintain and preserve the Special Character of the School. Advertisements for these positions shall require an appointee to possess these capabilities as a condition of appointment.

26. 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 those whose names have already been notified by the Proprietor to the Secretary of Education, without first obtaining the consent of the Secretary.

27. STAFFING LIMITS

When teachers' salaries are funded via a payrolled School through the central allocation of teacher entitlements and 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 disestablished when a teacher leaves that

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position, unless an exception has been made under Section 91 of the Education Act 1989.

28. ATTENDANCE DUES

The Proprietor 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 provisions of Section 36 of the Act.

29. DEFINITIONS

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

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.

30. DATE

The effective date of this Deed of Agreement shall be 1 November 1995.

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 mentioned.

**THE COMMON SEAL of
MAHURANGI BAPTIST
CHARITABLE TRUST**
was hereto affixed in the
presence of:



BARRIE BAKER MINISTER
10 MERETAHAI PL. CHAIRMAN
SNELLS BEACH. OF TRUST

[Signature] x

Board member

[Signature] x

Board member

LAURENCE ENGLAND BUILDER
34 DEERNESS CRESCENT ALGEE BAY

WITNESSED BY:-

(J. H. RAOS).
3 MERETAHAI PLACE.
SNELLS BEACH.

[Signature]

SIGNED by and on behalf of
HER MAJESTY THE QUEEN by

) Kathy Phillips

in the presence of:

)
Charlotte Hughes-Johnson
Address
36 Hanover St
Wellington

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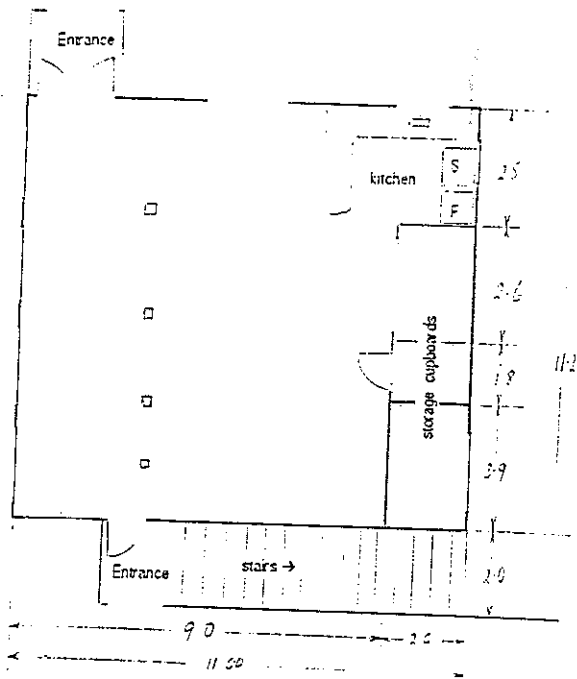
SECOND SCHEDULE

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

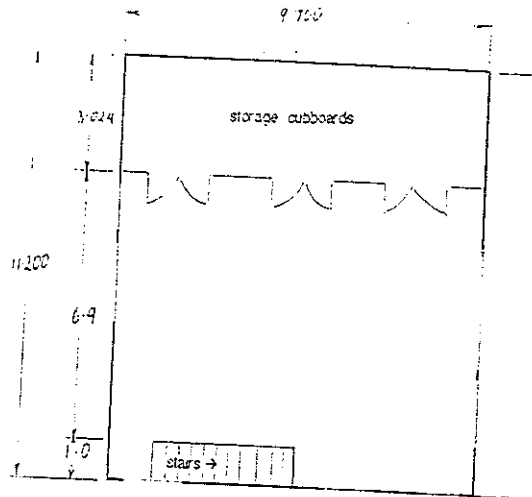
THE SCHOOL PREMISES.

All that part of the Proprietor's land as described in the First Schedule, together with all the School buildings and other improvements thereon save and except those areas more particularly delineated in yellow on the annexed Plan hereto. set out below. *RE*

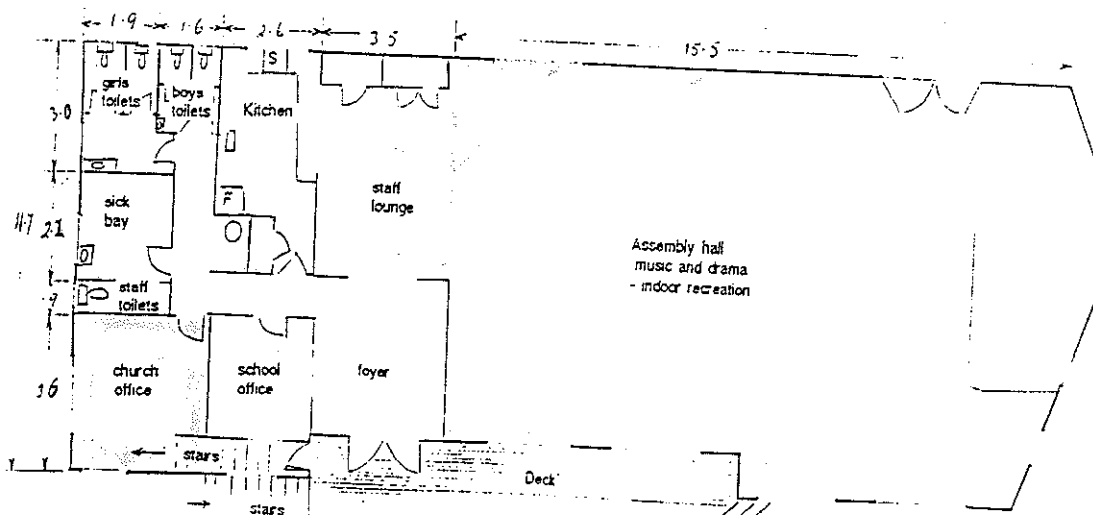
E.2 FLOOR PLAN No.1
DOWN STAIRS
CLASS ROOM



E.2 FLOOR PLAN No.3
UP STAIRS
CLASS ROOM



E.2 FLOOR PLAN No.2
GROUND LEVEL
OFFICE, AUDITORIUM,
TOILETS, SICK BAY, KITCHEN



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FIRST SCHEDULE

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

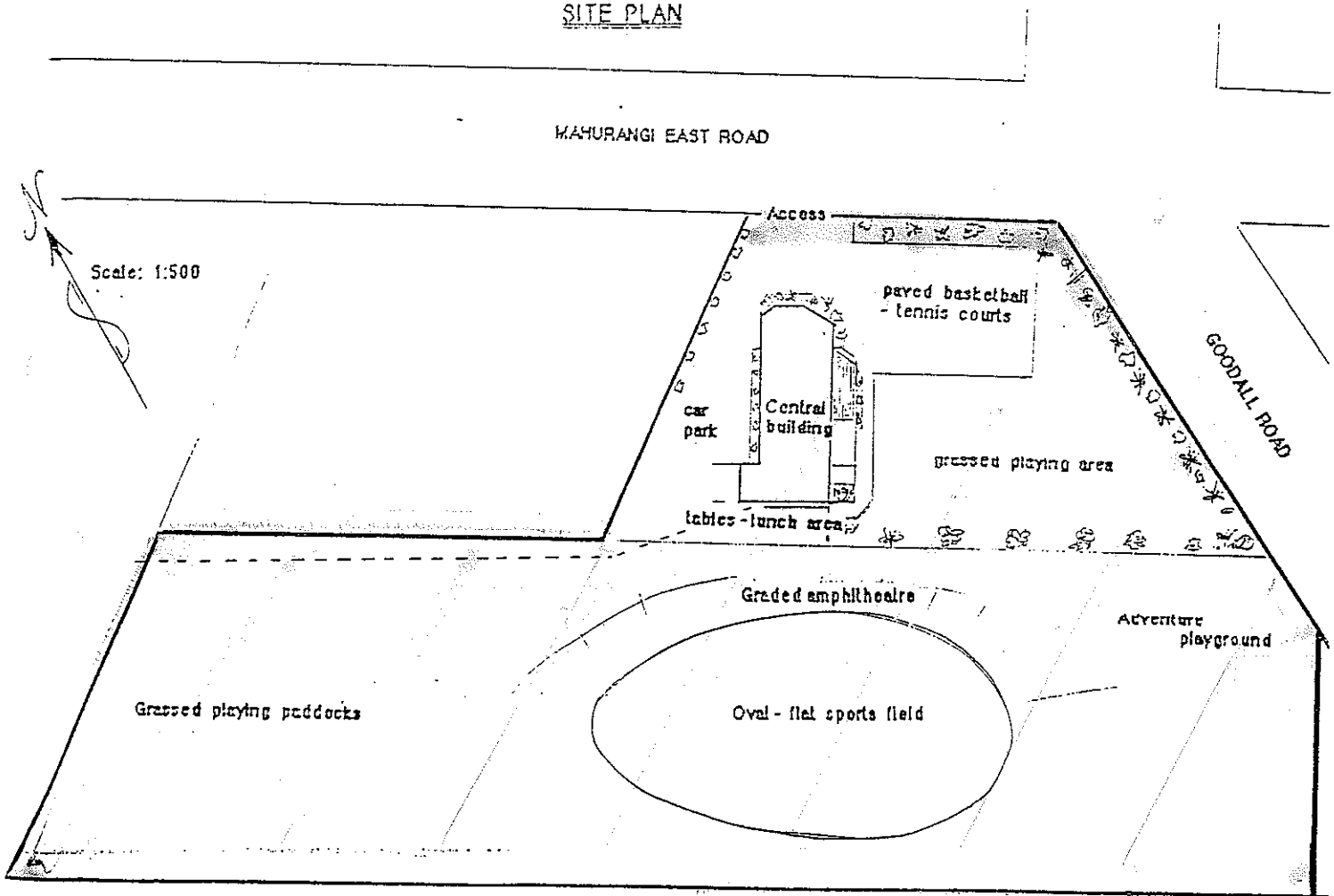
THE PROPRIETOR'S LAND

All that land buildings and other improvements owned by the Mahurangi Baptist Church incorporated more or less situated at 400 - 410 Mahurangi East Road, Snells Beach, and being particularly described as follows and delineated in green on the plan forming part of the ~~Second Schedule~~ hereto. set out below.

All the parcel of land containing 1.4422 hectares more or less being Part Lot 1 of 193 Mahurangi Parish, DP 126070, CT 73C/403 and vested in the name of the Baptist Union of New Zealand. Proprietor.

LR
CTD
MLR
SL

SITE PLAN



CTD LR
SL

MAHURANGI CHRISTIAN SCHOOL
SNELLS BEACH

THIRD SCHEDULE 1

Works to be carried out by the Proprietor to existing building in relation to the Integrated School.

Description of Work	Immediate	Year 1	Year 2	Year 3	Year 4	Year 5
<u>Site</u>						
Provide sealed Court areas N.E. side of grounds in place of cobblestone.						
Provide drain top of grassed area adjacent existing Courts.	x					
Complete grading out of Sports area of fields.		x				
Eliminate weed infestation.		x				
<u>Structural</u>						
Provide 12D bolts with square washer to secure stair stringers to support posts.	x					
Provide wire dog nails to junctions of outside floor bearer to top of posts, both sides of building.	x					x

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MAHURANGI CHRISTIAN SCHOOL
SNELLS BEACH

Description of Work	Immediate	Year 1	Year 2	Year 3	Year 4	Year 5
Exterior - Repaint			x			
Interior						
<u>Downstairs Classroom</u>						
Provide Gib Board ceiling to extension area				x		
Repaint				x		
Clean carpet	x					
<u>Upstairs Classroom</u>						
Repaint						
Clean carpet		x				
<u>Corridor & Stairwell</u>						
Provide beads to internal corners of Gib linings to eliminate gaps.	x					
Repaint				x		

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MAHURANGI CHRISTIAN SCHOOL
SNELLS BEACH

Works to be carried out by the Proprietor to existing building in relation to the Integrated School.

Description of Work	Immediate	Year 1	Year 2	Year 3	Year 4	Year 5
<u>Staff Toilet & Sick Bay</u>						
Provide floor drain for overflow		x				
Provide sheet vinyl floor covering		x				
Repaint						
<u>Girls Toilets</u>				x		
Provide floor drain for overflow		x				
Provide sheet vinyl floor covering		x				
Repaint				x		
Provide indicator bolts to W.C. cubicle doors	x					
Repair wall under hand basin and resecure support brackets	x					
<u>Boys Toilets</u>						
Provide floor drain for overflow	x					

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MAHURANGI CHRISTIAN SCHOOL
SNELLS BEACH

Works to be carried out by the Proprietor to existing building in relation to the Integrated School.

Description of Work	Immediate	Year 1	Year 2	Year 3	Year 4	Year 5
Provide sheet vinyl to floor		x				
Repaint						
Provide indicator bolts to W.C cubicle doors	x			x		
<u>Electrical</u>						
All heaters to be black oil filled type or fan heaters and to be secured to wall.						
Where oil filled electric heater is fixed to wall provide mineral fibre board between wall surface and heater.						
<u>Fire Protection</u>						
Provide alternative egress from upstairs classroom.	x					
<u>Foyer, Staff Lounge, Kitchen</u>						
Repaint				x		

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