

# Deed of Agreement

This Deed of Agreement is made the first day of May 1998 and is between the Matamata Christian School Association Incorporated (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 Matamata Christian School, being an inter-denominational Christian school situated at 91a Smith Street, Matamata (hereinafter to be called "the School").
- b) The School was founded in 1988 and is a primary school for girls and boys from Year 1 to Year 8, offering education with a special character.
- c) The Minister and 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 8 Primary 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.

**6. 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 shall contribute to the lighting, heating and cleaning costs according to such use.

#### **7. School Premises - External Use**

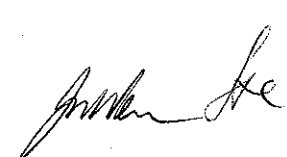
With the consent of the Proprietor, the Board may grant the use of the School Premises and all chattels and other assets associated therewith to any other person or persons at any time when the School Premises are not required for School purposes providing that such use does not conflict with the maintenance 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 such 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.

#### **8. Proprietor's Debt**

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

#### **9. Upgrading Buildings**

- i) 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.
- ii) 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 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**

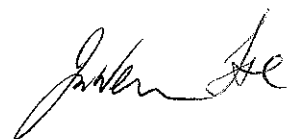
Subject to the clauses 9. and 10. and any requirements placed on the Proprietor to carry out deferred maintenance set out in the Third Schedule, the Minister, after the effective date of this Agreement, shall maintain the land, buildings, chattels and associated facilities comprising the Integrated School 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**

- i) 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.
- ii) 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.



## 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.

## 16. Special Character Definition

- i) Matamata Christian School is a Christian Primary 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.
- ii) The Special Character of the School is determined by the Christian beliefs and values held by the Matamata Christian School Association Incorporated governed by an elected Proprietor.
- iii) The Mission Statement and goal of the School is:

"Matamata Christian School, together with the parents, works to provide a Christ-centred education based on Biblical foundations. We strive for personal excellence in the academic, spiritual, physical and emotional areas to equip children for life and prepare them for Eternity".

To this end, everything that is taught at the School is fully immersed into the Christian world view based firmly on the Holy Bible both as the source of truth and the unifying factor which gives perspective and meaning to all learning. The principle features of this perspective are:

- ◆ knowledge of God as Father, Creator and Sustainer of all existence.
- ◆ appreciation of the Lord Jesus Christ as the Son of God and Saviour of the world by acknowledgement of sin, action of repentance and acceptance of God's gift of salvation.
- ◆ recognition of the Holy Spirit's work in revealing God's truth and convicting people of that truth.
- ◆ promotion of a balanced lifestyle fostering spiritual, academic, social and physical development through an ordered and disciplined environment.

- ◆ inculcation of effective self-discipline by educating students to be appreciative, co-operative, responsible, conscientious and above all, caring towards others and the creation around them.
- ◆ providing an environment where children, parents and teachers can experience Godly relationships, showing the character of Christ, being an extension of the teaching provided in Christian homes.

### **17. Proprietor's Rights and Responsibilities**

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

- i) continue to have the responsibility to supervise the maintenance and preservation of education with a Special Character provided by the School,
- ii) 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,
- iii) 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,
- iv) expect that members of the Board of Trustees will give a commitment to support the Special Character of the School.

### **18. School Roll**

As at 1 July 1997, the School roll was 34 (Year 1 to Year 8). It is agreed that the maximum roll of the School shall be 76.

### **19. Enrolment Preferences**

- i) 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.

- ii) 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**

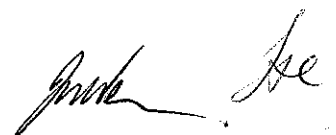
An advertisement for the position of Principal of the School may, in accordance with Section 65(1)(a) of the Act, state that a willingness and ability to take part in religious instruction appropriate to the School shall be a condition of appointment. The Principal so appointed shall accept and recognise a responsibility to maintain and preserve the Special Character of the School.

## **22. Staffing Positions**

For the purposes of Section 65(1)(c) 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.

## **23. 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.



**24. Staffing Limits**

If, at the effective date of integration, the School has more teachers than the staffing entitlement in a comparative 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.

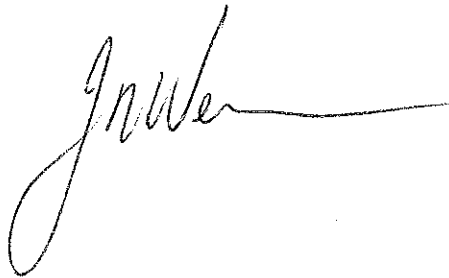
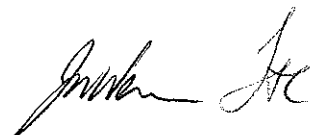
**25. Attendance Dues**

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, 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.

**26. Dated**

- i) The effective date of integration of the School shall be the first day of May 1998.
- ii) On and after the effective date specified in this Deed of Agreement, the School shall be an integrated Year 1 to Year 8 Primary School in terms of the Private Schools Conditional Integration Act 1975.

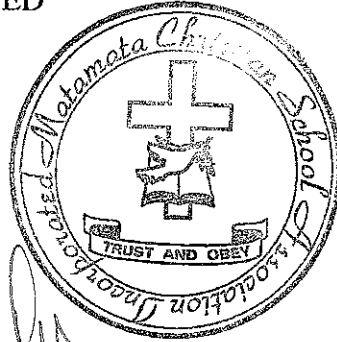
**IN WITNESS WHEREOF** these presents have been executed the day and year first hereinbefore written.

A large, stylized handwritten signature in black ink, appearing to be 'J. W. B.', with a long horizontal flourish extending to the right.A smaller handwritten signature in black ink, appearing to be 'J. W. B. J.C.', with a flourish extending to the right.



THE COMMON SEAL OF THE MATAMATA CHRISTIAN SCHOOL ASSOCIATION INCORPORATED

was hereunto affixed in the presence of:



*[Handwritten signatures]*  
I got  
Murray L. Baul  
[Signature] . m. n. shiffert.

SIGNED BY:

*[Handwritten signature]*

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:

*[Handwritten signature]*  
adviser  
*[Handwritten signature]*

*[Handwritten 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 Matamata Christian School Association Incorporated situated at 91a Smith Street, Matamata.

Parcel of land containing 9993 square metres more or less being part Lot 13 on Deposited Plan S.4107 and being part Section 107 Matamata Settlement. Title Volume 42c Folio 537.

A handwritten signature in black ink, appearing to read "John Ase", located in the bottom right corner of the page.

## SECOND SCHEDULE

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

### **The School Premises**

All of the Proprietor's land and buildings containing 9993 square meters more or less being part Lot 13 on Deposited Plan S.4107 and being part Section 107 Matamata Settlement. Title Volume 42c Folio 537.

*Amber Jse*

MATAMATA CHRISTIAN SCHOOL

**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 Matamata Christian School as proprietor 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 tradesman or in a workmanlike manner to the Ministry of Education standards.

AGREED PHASING OF WORK TO BE COMPLETED BY		30.6.98	30.6.99	30.6.2000
<b>SITE</b>	Ensure Adventure Playground areas comply with NZS 5828 'Playgrounds and Equipment', particularly in respect of the distance of the edge of the soft ground cover from play equipment	X		
<b>BLOCK A</b>	Ramp/landing – at present finishes 100 mm below floor level of rooms it serves. School to provide additional ramp up to raised landing at double doors of foyer.	X		
	Ramp requires kerb rail, 100 mm above ramp surface	X		
	Ramp requires an additional handrail fixed to wall of classroom 1	X		
	Threshold of doors to foyer requires a wedge shaped timber or steel infill (maximum slope 1:8) to reduce threshold upstand to 20 mm maximum	X		
	Repair or cover the broken bottom edge of fibre cement panels adjacent to the ramp	X		
	Accessible toilet requires 750 x 750 angle grip rail, adjacent to the toilet, and a sign identifying the room as an accessible facility	X		
	Paint roof			X

**BLOCK B**

Ramp to classroom 3 – if Matamata-Piako District Council accept that a ramp will be provided when the next classrooms are built, then no ramp is required at present. Matamata Christian School to discuss with Matamata-Piako District Council

Library baseboards require painting

Library carpet to be laid

Store/library – Refer to Local Building Inspector for fire rating

Exterior painting

Paint roof

**PROVISION OF THIRD CLASSROOM AND ADMINISTRATION FACILITIES  
WHEN THE ROLL REACHES 65**

When the roll reaches 65 the proprietor must provide a standard classroom of 65m<sup>2</sup>.

When the above classroom is supplied an administrative area comprising principals office, staffroom, office and male and female toilets shall be provided.

When the above classroom is supplied a resource room and additional pupils toilets shall be provided.

X  
X  
X  
X

X

X