

INTEGRATION AGREEMENT

between

PENIEL CHARITABLE TRUST BOARD INC

and

**HER MAJESTY THE QUEEN
(MINISTER OF EDUCATION)**

THIS DEED OF AGREEMENT is made the 24th day of January 1991 between PENIEL

CHARITABLE TRUST BOARD INC, at Wellington, (hereinafter referred to as "the Proprietor")

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

WHEREAS

- A. The Proprietor is the owner of Miramar Christian School, 41 Camperdown Road, Wellington (hereinafter referred to as "the School")
- B. The School is a Primary School for boys and girls from new entrants to Form Two (2) offering Education with a Special Character.
- C. The Minister and the Proprietor have agreed to enter into this deed of agreement pursuant to Section 7(2) of the Private Schools Conditional Integration Act 1975, whereby the School is to be established as an integrated School.

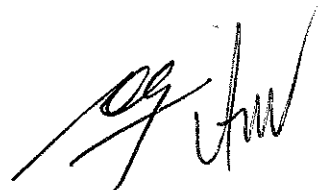
IT IS AGREED BETWEEN THE PARTIES as follows:

1. THAT the Minister and the Proprietor hereby agree that the School is to become an integrated School pursuant to the Private Schools Conditional Integration Act 1975.

2. THE School's Special Character as is hereinafter described, shall incorporate the Education with a Special Character as provided in the School **AND IT IS 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.

3. ON behalf of the Proprietor it is hereby agreed that:

- (a) The Proprietor is the owner of all the land and improvements more particularly described in the **First Schedule** (hereinafter referred to as "the proprietor's land") and of which for the purpose of this Deed of Agreement the school premises form part only. The school premises for the purposes of this Deed of Agreement being the land and improvements more particularly described in the **Second Schedule** (hereinafter referred to as "the school premises").



- (b) The Proprietor shall set apart and appropriate as owner all the School premises and all the chattels and other assets of the Proprietor associated with the School exclusively for the purposes of the School as an integrated School, so that the Board of Trustees of the School shall have the exclusive right to the possession and use of the School premises and chattels.

PROVIDED THAT

- (i) At the request of the Proprietor, the Board of Trustees may grant the use of the School premises and chattels to the Proprietor or other person or persons at any time when the School premises and chattels are not required for School purposes and the Board of Trustees shall not unreasonably or arbitrarily withhold its consent.
- (ii) With the consent of the Proprietor, the Board of Trustees may grant the use of the School premises and chattels to other person or persons at any time when the School premises and chattels are not required for School purposes and the Proprietor shall not unreasonably or arbitrarily withhold its consent. The Board of Trustees may require any such person or persons to pay a reasonable fee to the Board of Trustees as a condition of such use.
- (c) The Proprietor shall accept and meet the liability for all mortgages, liens and other charges upon the land and buildings comprising the School premises.
- (d) The Proprietor shall plan, pay for, and execute the improvements described in the **Third Schedule** to the School premises, 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 Regulation 45 of the Electrical Supply Regulations 1976 or such other regulation as shall be in force in substitution for the same.
- (e) The Proprietor shall plan, execute and pay for such capital works and associated facilities at the School as may be approved or required, from time to time by the Minister pursuant to Section 40 (2)(d) of the Private Schools Conditional Integration Act 1975.
- (f) The Proprietor may own or hold upon trust, and control and maintain, any lands, buildings and associated facilities that, although not part of the integrated School premises in terms of this Deed of Agreement are regarded by the Proprietor as appropriate to maintain the Special Character of the School.



- (g) 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 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 Private Schools Conditional Integration Act 1975.
- (h) No person employed at the School and paid for his or her services in whole or in part out of moneys appropriated by Parliament, shall be paid by the Proprietor or its servants or agents any remuneration additional to that provided for by the Private Schools Conditional Integration Act 1975 or shall be granted or permitted any condition of service more favourable than that permitted in the case of a person employed in the comparable position in a State School PROVIDED HOWEVER that a teacher to whom the provisions of Section 71 of the Private Schools Conditional Integration Act 1975 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 the integration of the School.

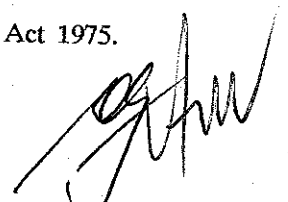
4. THE school is a christian primary school for girls and boys which provides and shall continue to provide education with a special character, that is to say:

"The School as an extension of the christian home exercises the right to live and teach biblical values and to encourage children to also live out those values so that they will make mature and caring contributions to society. This happens through an integrated programme, key aspects of which are:

- *an appreciation of God (the Father) as creator and sustainer of all things;*
- *that Jesus of Nazareth (Gods only Son) came into the world with a message of hope and reconciliation;*
- *that the Holy Spirit is at work in the world today drawing men, women and children toward God;*
- *an ongoing commitment to emotional, physical, spiritual, social and intellectual development;*
- *constructive attitudes toward self, others and creation."*

5. PREFERENCE of enrolment at the School under Section 29 (1) of the Private Schools Conditional Integration Act 1975 shall be given only to those children whose parents have established a particular or general connection with the Special Character of the School and the Controlling Authority shall not give preference of enrolment to the parents of any child unless the Proprietor has stated that those parents have established such a particular or general connection with the Special Character of the School.
6. THE maximum roll of the school shall be forty five (45) pupils. Any increase in maximum roll shall be subject to a supplementary agreement.
7. THE Proprietor of the School subject to the provisions of this Deed of Agreement:
- (a) shall continue to have the responsibility to supervise the maintenance and preservation of the Education with a Special Character provided by the School;
 - (b) shall continue to have the right to determine from time to time what is necessary to preserve and safeguard the Special Character of the Education provided by the School and described in this Deed of Agreement;
 - (c) may invoke the powers conferred upon it by Section 41 of the Private Schools Conditional Integration Act 1975, if in the opinion of the Proprietor the Special Character of the School as defined and described in this Deed of Agreement has been or is likely to be jeopardised or the Education with a Special Character provided by the School as defined and described in this Deed of Agreement is no longer preserved and safeguarded.
8. THE land and buildings constituting the School premises are subject to the mortgages, debts, liens, encumbrances, easements, licences, restrictions and other matters which affect the title to or enjoyment of the land and have the appurtenances or benefits attaching to the land more particularly described in the **First Schedule**.
9. 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 additions and/or improvements to the school premises and for such purposes may charge mortgage or encumber the school premises.
10. THE Proprietor agrees that pursuant to **Clause 3 (d) and (e)** of this Agreement it will bring the school up to the minimum standard of accommodation laid down from time to time by the Secretary of Education for a comparable state school.

11. **THE** Controlling Authority of the School shall be the Board of Trustees constituted in accordance with the Education Act 1989.
12. **THE** Proprietor, together with its servants, agents and licensees, shall, subject to the proviso to Section 40 (2)(i) of the Private Schools Conditional Integration Act 1975, have at all reasonable times access to the School to ensure that the Special Character of the School is being maintained.
13. **THE** Proprietor, together with its servants, agents and licensees, shall have at all reasonable times access to the land and buildings of the School constituting the School premises sufficient to enable it to exercise the powers and carry out the responsibilities vested in it and imposed on it by the Private Schools Conditional Integration Act 1975 and by this Deed of Agreement.
14. **AN** advertisement for the position of Principal of the School shall in accordance with Section 65 (1)(a) of the Private Schools Conditional Integration Act 1975 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. Any person so appointed to the position of Principal shall accept these requirements as a condition of appointment. The Principal so appointed shall accept and recognise a responsibility to maintain and preserve the Special Character of the School.
15. **THERE** shall be one (1) other teaching position in the school which in accordance with Section 65 (1)(c) of the Private Schools Conditional Integration Act 1975, shall be a position of importance carrying a responsibility for Religious Instruction appropriate to the Special Character of the school. Any person so appointed to the position shall accept these requirements as a condition of appointment. Any person so appointed recognises their responsibility in relation to the special character of the school.
16. **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 been notified already by the Proprietor to The Secretary of Education without first obtaining the consent of the Secretary.
17. **THE** Proprietor of the School shall have the right to enter into an Agreement with the parents or other persons accepting responsibility for the education of a child providing that, as a condition of enrolment and attendance of that child at the School, the parents or other persons shall pay attendance dues established in respect of the School at such rates and subject to such conditions as may be approved from time to time by the Minister, by notice in the New Zealand Gazette in accordance with Section 36 of the Private Schools Conditional Integration Act 1975.



18. THE Minister shall subject to clause 3 (d) and (e) of this Deed of Agreement after the effective date hereof provide for the maintenance of the School premises and the associated facilities in a state of repair order and condition as for a comparable State School and provide for the maintenance of the chattels as though the School were a State School.

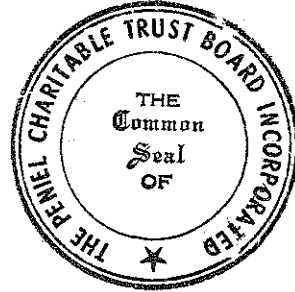
19. WHERE any of the costs associated with the conduct of the Proprietors land and buildings that are not part of the school premises cannot be separated from the costs associated with the operation of the school premises, the Proprietor and the Controlling Authority shall contribute to such costs according to their respective use of the service and facilities.

20. THE effective date of this Deed of Agreement shall be the *28th* day of *January* 1991.

21. 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 Integration Act 1975.

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be written in cursive.

DATED this 24th day of January 1991.



THE COMMON SEAL of THE PENIEL)
CHARITABLE TRUST BOARD INC was)

affixed in the presence of:

[Handwritten signature]
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.....
.....

SIGNED by KEREHI WAIARIKI DICK GRACE)
District Manager Ministry of Education,)
pursuant to authority delegated by the)
Minister of Education acting on behalf)
of Her Majesty The Queen in the presence)
of:

K. W. D. Grace

Judith Manchester
.....
Liaison officer
53 Grosvenor Terrace
.....

Wellington 5
.....

FIRST SCHEDULE

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

THE PROPRIETORS LAND

All that land, buildings and other improvements owned by the Peniel Charitable Trust Board Inc., of Wellington situated in Camperdown Road, Miramar, Wellington being known as Miramar Christian School and being more particularly described as follows and delineated in green on the plan forming part of the second schedule hereto.

FIRSTLY

All that freehold parcel of land containing 5284 square metres more or less situate in the City of Wellington being Lot 1 on Deposited Plan 68458 in Certificate of Title Volume 37B Folio 126.

SUBJECT TO

1. Fencing Covenant in Transfer
2. Mortgage B.100621.2 to Housing Corporation.

A handwritten signature in black ink, appearing to be 'J. Hill', 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 that part of the Proprietors land as described in the First Schedule hereto, delineated in red on the annexed plan of the Proprietors land, which forms part of the schedule, **TOGETHER WITH** all the school buildings and other improvements numbered (a) and (b) on the said plan thereon **SAVE AND EXCEPT** blocks (c), (d) and (e) more particularly delineated in blue on the said plans **TOGETHER WITH** a reservation in favour of that excepted portion of full rights of ingress and egress between that excepted portion and the school premises.

TEMPORARY ACCESS

The Proprietor agrees to make available toilet facilities in the adjacent home for the use of the school until such time as the appropriate facilities have been constructed on the school premises.



SCHOOL: Miramar Christian

SHEET:

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.

AGREED PHASING OF WORK TO BE COMPLETED BY:

	31.6.91	31.6.92	31.6.93	31.6.94	31.6.95	31.6.96
<u>Non Integrated Area</u>						
<u>Classroom No.3.</u>						
- Remove kiln from inside of classroom			X			
- Provide curtains			X			
- replace broken window		X				
- Upgrade to State School standards, prior to integration			X			



SCHOOL: Miramar Christian

SHEET:

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AGREED PHASING OF WORK TO BE COMPLETED BY:

	31.6.91	31.6.92	31.6.93	31.6.94	31.6.95	31.6.96
<u>Area 4 (Staffroom)</u>						
- Provide fixed heating.		X				
- restick lino.	X					
- Provide light shade and bulb	X					
- Provide curtains		X				
- tidy up wiring around stove area	X					
<u>Area 5 (Storeroom)</u>						
- Provide seat lid for toilet pan	X					
<u>Block B</u>						
<u>Interior</u>						
<u>Area 6 (Foyer)</u>						
- replace floor covering at time alterations take place				X		
<u>Classroom 2</u>						
- Ease all windows	X					
- Provide curtains to North side		X				
- All plumbing and wiring to be tidied up	X					

SCHOOL: Miramar Christian

SHEET:

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<u>Block A & B</u>						
<u>Exterior</u>						
- Repair/Renew defective boards, window sills and frames where required.	X					
- Provide new downpipes to stormwater drains where required.	X					
- Repaint.		X				
<u>Interior</u>						
<u>Classroom 1</u>						
- Ease all windows.	X					
- Provide curtains to east side.		X				
- Replace conduit.	X					
- All wiring and plumbing to be tidied up.	X					
<u>Area 2 (Foyer)</u>						
- Replace carpet tiles when alterations are undertaken					X	
<u>Area 3 (Toilets)</u>						
- replace louvre windows.	X					
- Provide manhole cover in ceiling.	X					
- Provide toilet seat lid cover.	X					

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SCHOOL: Miramar Christian

SHEET:

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AGREED PHASING OF WORK TO BE COMPLETED BY:

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<u>Site</u> :						
<u>Fencing</u>						
- Repair and replace fence to residential boundaries where necessary.		X				
- Provide chain for entrance gateway.		X				
<u>Paths</u>						
- Path behind Block 'A' requires renewing.		X				
- repair sealed carpark		X				
<u>Grounds</u>						
- grassed area to be tidied up.		X				
- Provide cycle stands for all pupils who cycle to school.		X				
- Provide adequate outside seating.		X				

SCHOOL: Miramar Christian

SHEET:

THIRD SCHEDULE

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

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AGREED PHASING OF WORK TO BE COMPLETED BY:

	31.6.91	31.6.92	31.6.93	31.6.94	31.6.95	31.6.96
<u>Structural</u>						
<u>Classroom 1</u>						
- The roof requires to be braced to transfer lateral seismic loads to the end walls.			X			
- The sub floor area requires bracing complying with N.Z. standards.			X			
<u>Classroom 2</u>						
- The roof requires to be braced to transfer lateral seismic loads to the end walls.			X			
- The sub floor area requires bracing complying with N.Z. standards.			X			
<u>Classroom 3</u>						
- The sub floor area requires bracing complying with N.Z. standards.			X			



SCHOOL: Miramar Christian

SHEET:

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AGREED PHASING OF WORK TO BE COMPLETED BY:

	31.6.91	31.6.92	31.6.93	31.6.94	31.6.95	31.6.96
<u>Fire Protection</u>						
<u>General</u>						
- Ensure the existing fire hose reels will provide full coverage to all floor areas.		X				
- All doors are to be openable from the inside without the use of keys.		X				
- Exit signs are to be provided where required.		X				
- A type B fire alarm system complying with NZS4561 is to be installed, and must be available from all occupied parts of the school buildings.		X				
- An approved CO2 or dry powder fire extinguisher is to be provided in the staff kitchens, mounted on an approved wall bracket adjacent to the door.		X				
<u>Drainage and Plumbing</u>						
<u>General</u>						
- Repairs and maintenance is required to all damaged and vandalised fittings.	X					

