

**INTEGRATION DEED OF AGREEMENT  
PONATAHI CHRISTIAN SCHOOL**

**THIS DEED** is made the First day of April 1998.

**BETWEEN** The Ponatahi Christian School Trust Board ("the Proprietor") a Trust incorporated under the Charitable Trusts Act 1957.


**AND** Her Majesty The Queen acting by and through the Minister of Education ("the Minister").

**BACKGROUND**

A The Proprietor is the owner of Ponatahi Christian School hereinafter referred to as ("the School").

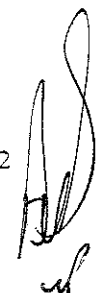
B The Minister and the Proprietor have agreed to the integration of the School pursuant to Section 7 (2) of the Private Schools Conditional Integration Act 1975 ("the Act").

C Ponatahi Christian School was founded in 1978 as a school with a Special Character. It currently operates as both a primary and secondary known as Ponatahi Christian School.

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

- Agreement** 1 The Minister and the Proprietor agree that the School is to become an Integrated Composite School pursuant to the Act.
- Board of Trustees** 2 The Board of Trustees shall be the controlling authority of the School and shall be constituted pursuant to Part 1X of the Education Act 1989.
- Proprietors  
Land Premises** 3 The Proprietor is the owner of all the land described in the First Schedule hereto ("the Proprietor's land") and the improvements thereon.
- Integrated  
School Premises** 4 The Integrated School premises for the purposes of the 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  
Premises** 5 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  
Proprietors Use** 6 At the request of the Proprietor, the Board may grant the use of the School premises and all chattels and other assets associated therewith 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 shall not unreasonably or arbitrarily withhold its consent. The Board may require the Proprietor or other person or persons to pay a reasonable fee to the Board as a condition of such use.

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- School External** 7 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 and chattels are not required for school purposes and the Proprietor shall not unreasonably or arbitrarily withhold its consent. The Board may require any such person or persons to pay a reasonable fee to the Board as a condition of such use.
- Proprietors Debt** 8 The Proprietor shall be responsible for all mortgages, liens and other charges upon the School premises.
- Upgrading** 9 (a) The Proprietor shall plan, pay for, and execute the improvements to buildings 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.
- 10 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.
- Proprietors 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.
- Insurance** 12 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 other assets owned by the Proprietor for the purpose 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.

P.B. [Signature]

- Future Maintenance Minister** 13 Subject to Clauses 9 and 10 and any requirement placed on the Proprietor to carry out deferred maintenance set out in the Third Schedule, the Minister of Education 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** 14 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 of School premises or any part thereof.
- Staff Remuneration** 15 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.
- 16 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 was accorded on the day before the effective date of integration.
- Special Character Character Agreement** 17 (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.
- (b) The Proprietors, who are Trustees of Ponatahi Christian School, are appointed by the consistory of the Reformed Congregations of New Zealand in Carterton.

**Special Character Definition** 18 Ponatahi Christian School, the School with the Bible, has been established to uphold the values and doctrines of the Christian Religion as determined from time to time by the Consistory of the Reformed Congregations of New Zealand at Carterton.


The school reflects this by:

- Upholding the honour of the LORD in all curricula and expected conduct and work habits of both students and staff.
- Teaching young people that they are born as lost sinners and can only be reconciled to God the Father by a supernatural work of regenerating grace whereby the Holy Spirit grants faith to receive of the merits of the Lord Jesus Christ.
- Assisting young people, where possible, in developing the skills and attitudes needed to diligently use the Word of God as the means of God's grace.


The mission of Ponatahi Christian School is from a Biblical foundation to prepare young people for the world in which they must live, work, and continue to learn; the LORD willing.

**Proprietor's Rights** 19 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.

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- School Roll** 20 It is agreed, as provided for in Section 7 (6) (g) of the Act, that the maximum roll of the School shall be 90.
- Enrolment Preferences** 21 (a) A preference of enrolment at Ponatahi Christian under Section 29(1) of the Act shall be given to students whose parents or caregivers have established a particular or general connection with Special Character of Ponatahi Christian through belonging to other Christian Churches having a similar biblical basis of faith and doctrine. The Board shall not give preference of enrolment to any student unless the Proprietor concurs that those students' parents have established a particular or general connection with the Special Character of Ponatahi Christian 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 students whose parents do not have preference of enrolment at Ponatahi Christian 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 School** 22 The Proprietor together with its servants, agents and licensees shall subject to the provision 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.
- Staffing Principal's Appointment** 23 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** 24 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 the instruction and the provisions of Section 69 (2) of the Act shall apply.

*A.B.* 

- Staffing Tagged Positions** 25 The Proprietor, in accordance with Section 66 (1), will designate three permanent teaching positions at the School as special positions requiring the appointees to accept and recognise a responsibility to assist in the maintenance and preservation of the Special Character of the school. Advertisements for these positions shall require appointees to possess these particular capabilities as a condition of appointment.
- Staffing Restrictions** 26 The Proprietor shall not engage any teacher between the date of execution of the 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.
- Attendance Dues** 27 The Proprietor may enter into agreements with either the parents or other persons accepting responsibility for the education of students at the School provided as a condition of the enrolment and attendance of each student at the School that the parents or other persons shall pay attendance dues pursuant to the provisions of Section 36 of the Act.
- Definitions** 28 Unless expressly provided for in this Agreement words and expressions shall have the meaning given those words and expressions in the Act.
- 29 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.
- Date** 30 The effective date of this Deed of Agreement shall be the 1<sup>st</sup> day of April 1998.
- 31 On and after the effective date specified in this Deed of Agreement the school shall be an Integrated Year 0 to Year 13 Composite 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.

THE COMMON SEAL OF

Ponatahi Christian School Trust Board

Was hereunto affixed in the

Presence of :

) P. Bertram (Peter Nicholas Bertram)  
) A. Bosch (Arie Bosch).

JME (Jacobus Meindert Evers)

SIGNED by

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

Kathy Phillips

[Signature]  
advises  
Wellington



## 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 Ponatahi Christian Trust Board, situated in Howard Street, Carterton, and being more particularly described as follows and delineated in green on the plan forming part of the Second Schedule hereto.

All that parcel of land containing containing 6.0050 hectares more or less situate in Lot 2 Deposited Plan 82833 of the Land Registration District of Wellington, Certificate of Title Document No. B643672.1.

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## SECOND SCHEDULE

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

### THE SCHOOL PREMISES

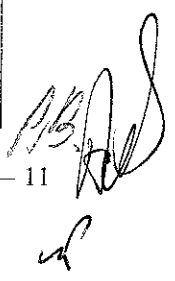
All that part of the Proprietor's land as described in the First Schedule hereto delineated in red on the annexed plan of the Proprietor's land, which forms part of this schedule, TOGETHER WITH, all the School building and other improvements thereon.

The common sewer main serving the school buildings remains the responsibility of the Proprietor and does not form part of the integration agreement.

### THIRD SCHEDULE

Carry out the following maintenance to the existing facilities.

	1998	1999	2000	2001	2002
<b>Siteworks</b>					
Complete boundary fencing with Home of Compassion.	✓				
Repair pot hole in driveway near carpark.	✓		✓		
Repaint cycle shed.			✓		
Provide channel and stormwater drainage to main paved play area.				✓	
Refix loose netting on fencing to main paved area east entry.		✓			
Provide soft fall material under pipe climbing frames on east side of classrooms.		✓			
Provide secure storage container for gas bottle outside CR 1.		✓			
Provide 2 drinking fountains.		✓			
<b>Building Alterations</b>					
Convert some of integrated floor area to provide Library and Workroom.			✓		
<b>Main Block External Walls</b>					
Cloaks north wall, refix loose gable flashing and repaint.	✓				
Cloaks north wall, refix hardiflex panels where door removed and paint.	✓				
Cloaks north wall, fit flashing above hardiflex panel where door removed.	✓				
Cloaks east wall, paint new spouting.		✓			
Store 6 north wall, repaint barge capping.		✓			
Store 7 paint new spouting.		✓			
CR 4 north wall, paint new and exiting barge capping.		✓			
CR 4 north wall, paint downpipe on corner of verandah.		✓			
External toilet, fit cabin hook and door stop to door.		✓			
East verandah, repair or replace rusty down pipes and spouting and repaint.		✓			



Staffroom south wall, paint new spouting.		✓			
Staffroom south wall, remove redundant loose wire.		✓			
Staffroom west wall, paint new spouting.					
CR 1 west wall, paint new spouting.	✓				
CR 1 west wall, repair leaking hose tap.		✓			
HE west wall, paint batten on soffit.		✓			
Cloaks west wall, paint new spouting.					
Cloaks west wall, fit downpipe on SW corner.	✓				

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<b>Main Block Roof and Upper Walls</b>				
Cloaks roof, repaint.		✓		
Cloaks roof, repaint all barge cappings.		✓		
Cloaks roof, repaint south gable.		✓		
Centre corridor, paint new roofing and flashings.		✓		
Store 6 & 7, repaint roof.		✓		
East classrooms, repaint roof at foot of DP droppers from dormers.		✓		
East classrooms, repaint all spouting on dormers.		✓		
East classrooms, repaint north walls of all dormers.		✓		
CR 6 & 7 west face, paint dormer walls and spouting.		✓		
CR 1 & 2 east face, paint dormer walls and spouting.		✓		
CR 1 & 2 west face, paint dormer walls and spouting.		✓		
<b>Main Block Interior</b>				
Entry Foyer, repaint light wells and ceiling surrounds.			✓	
Entry Foyer, refix drummy vinyl flooring at junction with corridor.			✓	
Office, repaint timber window reveals.		✓		
Principal, repair damaged rooflight linings and paint.		✓		
Principal, repair roof leak and repair wall paper above door.	✓			
Principal, provide ventilation.	✓			
Senior Girls toilet, repaint light well.			✓	
Senior Girls toilet, repaint light well.			✓	
Senior Girls disabled WC, fit grip rail alongside pan and to door.		✓		
Senior Girls disabled WC, fit lever handles to basin taps.		✓		
Senior Girls disabled WC, refix planted stop on door and repair wall lining alongside door.		✓		
Senior Girls disabled WC, fit emergency release lock on door and remove tower bolt.	✓			
Senior Girls disabled WC, repaint window reveals.		✓		
GR 1, repair open seams in floor vinyl.			✓	
GR 1, upgrade lighting.				✓
GR 1, repaint high level window reveals.		✓		

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GR 2, upgrade lighting.				✓
GR 2, repaint high level window reveals.		✓		
Store 5, repaint light well.			✓	
Cloaks, repair wall linings on north and south walls where handrail brackets removed.			✓	
Cloaks, paint new wall lining where door removed.		✓		
CR 4, repaint high level window reveals.		✓		
CR 4, upgrade lighting.				✓
CR 5, repaint high level window reveals.		✓		
CR 5, upgrade lighting.				✓
Store 8, paint window reveals.		✓		
Store 8, fix roof leak and repair damaged ceiling linings.	✓			
Boys toilet, fit seismic restraint to hot water cylinder.		✓		
Girls Toilet, fit emergency release lock on sliding door to disabled WC cubicle.	✓			
CR 6, repaint high level window reveals.		✓		
CR 6, upgrade lighting.				✓
Store 9, fix roof leak.	✓			
CR 7, repaint high level window reveals.		✓		
CR 7, upgrade lighting.		✓		✓
Staffroom, replace carpet.				✓
Staffroom, refix loose glazing gaskets in east wall windows.		✓		
Staffroom, repaint north and south wall window sills.		✓		
Staffroom, repaint north wall door.		✓		
RR room, repaint ceiling.			✓	
RR room, replace missing light diffuser.		✓		
RR room, repaint window sill.		✓		
Snr. Boys, repair damage to door and repaint.			✓	
CL room, paint new scotia above door to shower and repair door jamb.			✓	
Shower, paint new scotia and repaint window sill.				
Staff toilets, provide ventilations to Lobby and fix roof leak.	✓			
Staff toilets, replace hot tap in Male WC.	✓			
Admin. Corridor, repaint light wells and surrounding ceiling.			✓	
Admin. Corridor, repaper wall.			✓	

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Admin. Corridor, repair crack in wall above staff toilet door and make good.			✓		
Admin. Corridor, repair crack in head of door frame to staff toilets.			✓		
Admin. Corridor, refix patch in floor at Snr. Boys toilet door.		✓			
Admin. Corridor, fix patch above skirting by shower door jamb.		✓			
<b>Pool Enclosure Exterior</b>					
Pool roof east face, replace broken rooflight glass with laminated safety glass.	✓				
Pool north wall, repair rusty DP and repaint.		✓			
Pool north wall, paint new spouting on Porch.		✓			
Pool north wall, fit cabin hook to external door.		✓			
Pool east wall, paint new spouting.		✓			
<b>Pool Enclosure Interior</b>					
Check roof leak in SW corner.		✓			
Replace cracked capping block.			✓		
Fix non operating lights.			✓		
Check and replace corroded wall mounted heating tubes.			✓		
Check and overhaul ventilating fans.			✓		
Changing rooms, replace missing capping block.			✓		
Plant room, check and overhaul all plant.			✓		

*[Handwritten signature]*  
P/B.