

INTEGRATION DEED OF AGREEMENT

THIS DEED is made the 20th day of March 2001

BETWEEN The Trustees of the Blenheim Elim Church Trust (a charitable entity incorporated under the Charitable Trusts Act 1957) ("The Proprietor")

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

BACKGROUND

- A. The Proprietor is the owner of Richmond View School, Blenheim, ("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. The School was established in 1981 as a co-educational, Christian school and is currently registered as a Year 1 – 8 Primary School for girls and boys offering education with a Special Character.



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 co-educational primary school catering for Year 1 – 8 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 IX of the Education Act 1989 ('the Board').



**Proprietor's land
Premises**

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

**Integrated School
Premises**

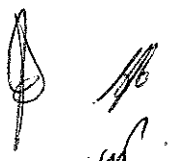
4. The Integrated School premises for the purposes of this Deed of Agreement are the land and improvements more particularly described in the **Second Schedule** and as hereinafter referred to as ("the School premises").

**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 Board of the Integrated School 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**

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 any such person, or persons to pay a reasonable fee to the Board as a condition of such use.



**School Premises
External Use**

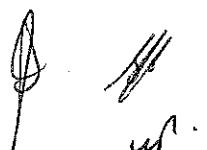
7. With the consent of the Proprietor, the Board may grant the use of the School premises and all chattels and other associated assets associated therewith to any person or persons at any time when the School premises and chattels are not required for school purposes and the Proprietor shall not unreasonably or arbitrarily withhold its consent, where the use is one which is not in conflict with the maintenance of the Special Character of the School. The Board may require any such person, or persons to pay a reasonable fee to the Board as a condition of such use.

Proprietor's Debt

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

**Rebuilding
Programme**

9. The Proprietor pursuant to Section 40(2)(c) of the Act, shall plan (including obtaining all necessary consents under the Resource Management Act 1991 and the Building Act 1991), pay for, and execute the rebuilding programme described in the **Third Schedule**, so as to construct 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 buildings shall be carried out in accordance with the dates specified in that Schedules.
10. For the avoidance of doubt the Proprietor shall indemnify the Minister and the Board to the fullest extent permitted by law for any financial loss whatsoever that the Minister or Board may suffer from any breach or non-observance by the Proprietor of clause 9 regarding the safety of all the occupants of the existing buildings.
11. 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
Shared Property**

12. (i) The Proprietor may own, control and maintain any lands, buildings, chattels and assets that, although not part of the Integrated School premises, are regarded by the Proprietor as appropriate to maintain the Special Character of the School.

Shared Costs

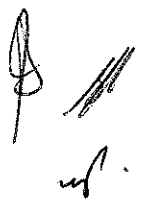
- (iii) As long as the Proprietors and School share common meters for electricity and water both shall contribute to the costs according to their respective use.

Insurance

13. The Proprietor shall insure 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 reputable insurance office in New Zealand, and further acknowledges the obligation on it created by Section 40(2)(h) of the Act.

**Future
Maintenance**

14. Subject to Clauses 9 to 12, and 15 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, and associated facilities comprising the (Integrated) School premises as though the School *is* a State School PROVIDED THAT the Minister will not accept responsibility for deferred maintenance for any existing buildings. The Proprietor shall be responsible for the maintenance of all the existing buildings.



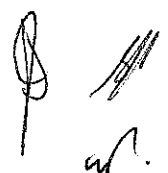
15. The Minister will maintain the new buildings after occurrence of the following:
- (i) The receipt of written confirmation that the buildings have been completed, in accordance with the rebuilding programme described in the **Third Schedule**, from the Proprietor to the Manager, Nelson Office, of the Ministry of Education, and
 - (ii) Confirmation by the Manager, Nelson Office that the new buildings have been completed in accordance with the **Third Schedule**, relevant legislation, building code and local authority bylaws.
16. The existing buildings and associated facilities on the land comprising the School premises are as shown in the Plan attached to the **Second Schedule**.

**Proprietor's
Borrowings**

17. 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 any facilities associated therewith and for such purposes may charge, mortgage or encumber the School premises or any part thereof.

**Staff
Remuneration**

18. Contracts of employment for the persons 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.
19. A teacher to whom the provisions of Section 71(6) 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 provided that in the case of such a 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 the payment of the difference in salary.

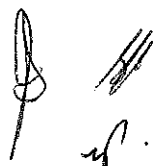


Special Character Definition

20. The Special Character of Richmond View School is determined by the statement of faith made of Christian beliefs, values and lifestyles of the Blenheim Elim Church as determined from time to time by the Blenheim Elim Church Eldership.
21. Richmond View School's Special Character is defined as follows:
- (a) God is creator of heaven and earth, of all things visible and invisible, sustaining and ruling over creation, including man.
 - (b) God is source of all wisdom and knowledge.
 - (c) God the Father, Jesus Christ His Son and the Holy Spirit are relevant to every area of study and endeavour in the school.

The school reflects this by:

- (a) Using the Bible as the basis for exploring God's world and as a standard against which to compare and interpret all curriculum materials.
- (b) Teaching Christian values and behaviour through the process of acknowledgement of sin, repentance, and acceptance of Jesus' gift of grace.
- (c) Using prayer as a key tool in learning, inviting the Holy Spirit into every learning situation.
- (d) Encouraging each child to give their best because God creates and equips each person for their unique role in His service, and acknowledges achievement in accordance with the child's effort.
- (e) Inextricably integrating knowledge and understanding with Christian beliefs through a balanced, comprehensive range of learning strategies, based upon appropriate Christian curriculum and proven educational programmes.
- (f) Acting as a continuum and extension of the teaching provided in the Christian home.
- (g) 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 their lives.
- (h) providing staff who are suitable role models of the qualities it seeks to engender in the students.



Proprietors Rights & Responsibilities

22. The Proprietor shall, subject to the provisions of this Agreement:
- (i) Continue to have the responsibility to supervise and assess 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.

School Roll

23. It is agreed by and between the parties hereto that the maximum roll of the School shall be 120 students.

Enrolment Preferences

- 24 (i) Preference of enrolment at the School under Section 29(1) of the Act shall be given only to those children whose parents have established a particular or general religious 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 has stated that those parents have established such a particular or general religious connection with the Special Character of the School.
- (ii) 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 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 5% of the maximum roll of the School.

Access to School



25. 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 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.

**Staffing
Principal's
Appointment**

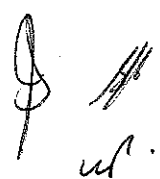
26. An advertisement for the position of Principal of the School shall in accordance with Section 65 (1)(a) of the Act, state that a willingness and ability to take part in religious instruction appropriate to the School shall be a condition of appointment. Such an advertisement may also state that a willingness to uphold the Special Character shall be a condition of employment.

Chaplain

27. Christian Studies and Chapel attendance form 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.

**Staffing Tagged
Positions**

28. The Proprietor in accordance with Section 65(i)(c) of this Act may designate 100% teaching positions as positions of importance in 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 School shall be a condition of appointment. Such advertisements may also state that a willingness and ability to uphold the Special Character shall be a condition of employment. The parties to this Agreement acknowledge that the school shall be entitled to funding for staffing incentives on the same basis as an equivalent state school. For the avoidance of doubt, this means that where the Board of Trustees is unable to fill a position of importance carrying a responsibility for religious instruction solely because there are no candidates suitably qualified to provide religious instruction, then the Board will not be eligible for any additional funding for staffing or recruitment incentives.




**Staffing
Limits**

29. (a) 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.
- (b) In the event that the School Board employs more staff than that to which it is entitled under Clause 26(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.
- (c) 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.

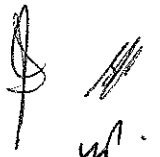
**Attendance
Dues**

30. The proprietor may either enter into an agreement with the parents or other persons accepting responsibility for the education of a child at the School providing that, as a condition of the enrolment and attendance of that child at the School, the parents or other person shall pay attendance dues pursuant to the provisions of Section 36 of the Act.



Definitions

31. Unless expressly provided for in this Agreement words and expressions shall have the meaning given those words and expressions in the Act.
32. Unless expressly provided for in the Act, nothing in this Agreement shall be deemed to limit or restrict the powers imposed on the Proprietor under the Act.
33. The effective date of this Deed of Agreement shall be 23 April 2001
34. On and after the effective date specified in this Deed of Agreement the School shall be an integrated primary school in terms of the Private Schools Conditional Integration Act 1975.
35. The School Community shall be deemed to include the proprietors, the Board, the School's staff, the Schools' families and pupils and all friends of the School.



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

THE COMMON SEAL OF THE TRUSTEES OF THE BLENHEIM ELIM CHURCH TRUST was hereunto affixed in the presence of:)

Sonia Glynis Casie
77 Redwood Street
Blenheim

Sonia



RUSSELL JAMES BAILEY
Russell James Bailey

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:

Kathy Phillips

Warren Henson
Warren Henson
Public Servant
13a Feist Street
Naenae

FIRST SCHEDULE

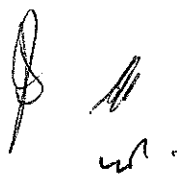
Description of total land, buildings and other improvements comprising the Proprietors land of which the School premises form **part**.

THE PROPRIETOR'S LAND

All that land buildings and other improvements owned by The Trustees of the Blenheim Elim Church Trust situated at 26 Burleigh Road, Blenheim and being particularly described as follows and delineated in green on the plan forming part of the Second Schedule hereto.

All that parcel of land containing 3.4610 hectares or thereabouts being Lot 1 Deposited Plan 5351.

Subject to: Right to draw and convey water over part Lot 1 D. P. 48347 (28A/702) as specified in Easement Certificate 579693/2.



SECOND SCHEDULE

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 buildings and other improvements thereon including all replacement school buildings constructed to Ministry of Education standards as set out in the Third Schedule herein SAVE AND EXCEPT those buildings more particularly delineated in blue on the annexed Plan hereto.



THIRD SCHEDULE

**SCHOOL: RICHMOND VIEW SCHOOL
 WORK TO BE CARRIED OUT BY THE PROPRIETOR IN RELATION TO THE
 INTEGRATED SCHOOL:**

Agreed phasing of work to be completed by:

4/04/01 1/02/02 1/01/03 1/01/04 1/01/05

Building requirements

Adventure Playground

Confirm installed equipment complies
 NZS 5828: 1986 Parts 1,2 & 3 X
 "Specification for Playgrounds
 and Playground Equipment"

Accessibility

Installation of 2 disability ramps in X
 accordance with NZ Building Code and
 NZ Standards

Glass

Replacement of glass in doors and door X
 side panels with laminated glass

Replacement of all glass below 1.5 m by X
 laminated glass or by addition of State
 school approved clear plastic film as also
 approved by BRANZ

Property Plan

Preparation of a 10 year Property Plan X

Teaching space etc

Provision of a minimum of 228 sq. m of X
 additional teaching / library / multipurpose /
 administration / gymnasium / storage
 space to allow for roll growth to 120 students

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. The proprietor will ensure that all work is carried out in a tradesmanlike and professional manner.