

## INTEGRATION DEED OF AGREEMENT

THIS DEED is made the 24<sup>th</sup> day of January 1995

BETWEEN THE WAIAPU BOARD OF DIOCESAN TRUSTEES at Napier an Authorised Trust Board under the provisions of the Anglican Church Trusts Act 1981 ("the Proprietor")

AND HER MAJESTY THE QUEEN acting by and through the Minister of Education ("the Minister").

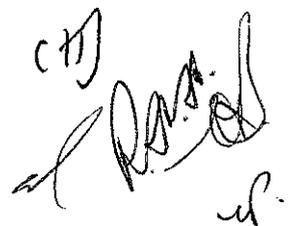
### BACKGROUND

- A. The Proprietor is the owner of the land situated at the corner of King Street, Eastbourne Street and Lyndon Road, Hastings and known as St Matthews Church ("the land").
- B. The proprietor intends to establish on the land a primary school for girls and boys from new entrants to Form 2 offering education of a special character ("the School").
- C. 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").

*[Handwritten signatures and initials]*

**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 New Entrants to Form 2 Primary 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 the Education Act 1989.
- Proprietor's Land and Premises** 3 The proprietor is the owner of all the land on which the School is to be located as described in the **First Schedule** ("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** ("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 plans 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 Premises Proprietor's Use** 6 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 in and out of school time provided that the Proprietor shall contribute to the lighting, heating and cleaning costs according to such use.

Handwritten signature and initials in the bottom right corner of the page. The signature appears to be 'Daniel' with a flourish, and there are initials 'C.H.' above it and 'u.' below it.

**School Premises  
External Use**

7 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 Proprietor may require payment of a reasonable fee by any such organisation as a condition of the use of such facility which fee shall be collected by the Board and payable to the Proprietor.

**Proprietor's  
Debt**

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

**New  
Buildings**

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.

**Proprietor's  
Property**

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

**Insurance**

11 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 responsible insurance office in New Zealand, and further acknowledges the obligation on it created by Section 40(2)(h) of the Act. The cost of insuring the premises (including valuation fees) shall be the responsibility of the Board.

**Maintenance**

12 The Minister shall, from the effective date of integration, maintain the land, buildings, chattels and associated facilities comprising the School premises as though the School was a State School.

**Proprietor's  
Borrowings**

13 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.



**Staff**

**Remuneration**

- 14 Contracts of employment for persons employed by the Board 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 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.

**Special Character Agreement**

- 16 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.

**Special Character Definition**

- 17 The Special Character of the School is that it is an Anglican school for boys and girls established by the Diocese of Waiapu which promotes and supports the School and of which the School is part, to provide Education with a Special Character, that is to say:-

The School is an Anglican school in which the whole school community through the general school programme and in its religious instruction and observances exercises the right to live and teach the values of Jesus Christ. These values are expressed in the Bible and in the practices, worship and doctrine of the Anglican Church in Aotearoa, New Zealand and Polynesia, as determined from time to time by the Synod of the Diocese of Waiapu.

The School has a special relationship with the Anglican Parish of St Matthew, Hastings, which relationship includes regular worship services in the Parish Church and a leading role in the life of the School by the Vicar of the Parish.

CH  
[Handwritten signatures and initials]

**Proprietor's rights  
and Responsibilities**

- 18 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.

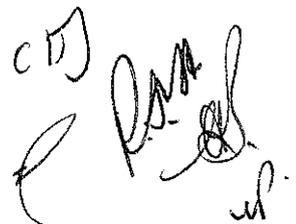
**School Roll** 19 It is agreed that the maximum roll of the School shall be 50.

**Enrolment  
Preferences**

- 20
- (a) 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.
  - (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 pupils whose parent 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**

- 21 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**

22 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 and ability to uphold the Special Character shall be a condition of the appointment.

**Chaplain** 23

Christian Studies 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) and (3) of the Act shall apply.

**Staffing Tagged  
Positions**

24 The proprietor may designate one teaching position at the School which in accordance with Section 66(1) of the Act shall be a special position which requires an appointee to accept and recognise a responsibility to maintain and preserve the Special Character of the School. Advertisements for this position may require an appointee to possess these capabilities as a condition of appointment.

**Staffing  
Restrictions**

25 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.

**Staffing  
Limits**

26 If 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 dis-established when a teacher leaves that position, unless an exception has been made under Section 91 of the Education Act 1989.

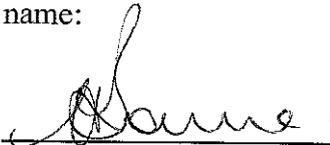
**Attendance  
Dues**

27 The proprietor may either 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.

- 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.
- 30 In this Agreement the term "new entrants" excludes pupils four years of age and under.
- Dated** 31 The effective date of integration shall be the 24th January 1995.
- 32 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 written.

THE COMMON SEAL OF )  
THE WAIAPU BOARD OF )  
DIOCESAN TRUSTEES )  
was hereunto affixed )  
in the presence of the undersigned )  
three of the Trustees of the )  
Board incorporated under that )  
name: )

  
\_\_\_\_\_

Trustee

  
\_\_\_\_\_

Trustee

  
\_\_\_\_\_

Trustee

**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*

*Charlotte Hughes-Johnson*  
Adviser  
36 Hanover St  
Wellington

(15)  
~  
*[Signature]*  
up.

## FIRST SCHEDULE

### THE PROPRIETOR'S LAND

All the land, buildings and other improvements owned by The Waiapu Board of Diocesan Trustees situated at the corner of King Street, Eastbourne Street and Lyndon Road, Hastings comprising:

FIRST: All that parcel of land containing one (1) acre more or less being Lots 267, 268, 269, 270 Deeds Plan 83 and being all the land comprised and described in Certificate of Title Volume 56 Folio 50 (Hawkes Bay Registry).

SECONDLY: All that parcel of land containing two (2) roods more or less being Lots 265 and 266 on Deeds Plan 83 and being all the land comprised and described in Certificate of Title Volume 56 Folio 51 (Hawkes Bay Registry).

THIRDLY: All that parcel of land containing two (2) roods more or less being Lots 263 and 264 on Deeds Plan 83 and being all the land comprised and described in Certificate of Title Volume 56 Folio 52 (Hawkes Bay Registry).

CHJ  
R. P. [Signature]  
[Signature]

**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 TOGETHER WITH all the School buildings and other improvements thereon.

CIT  
L.S. R. S. M. S.  
ed.

**THIRD SCHEDULE**

ST. MATTHEW'S PRIMARY SCHOOL  
HASTINGS

The land bounded by the red line including the buildings to be integrated.

The land bounded by the purple line including the buildings to be shared or common.

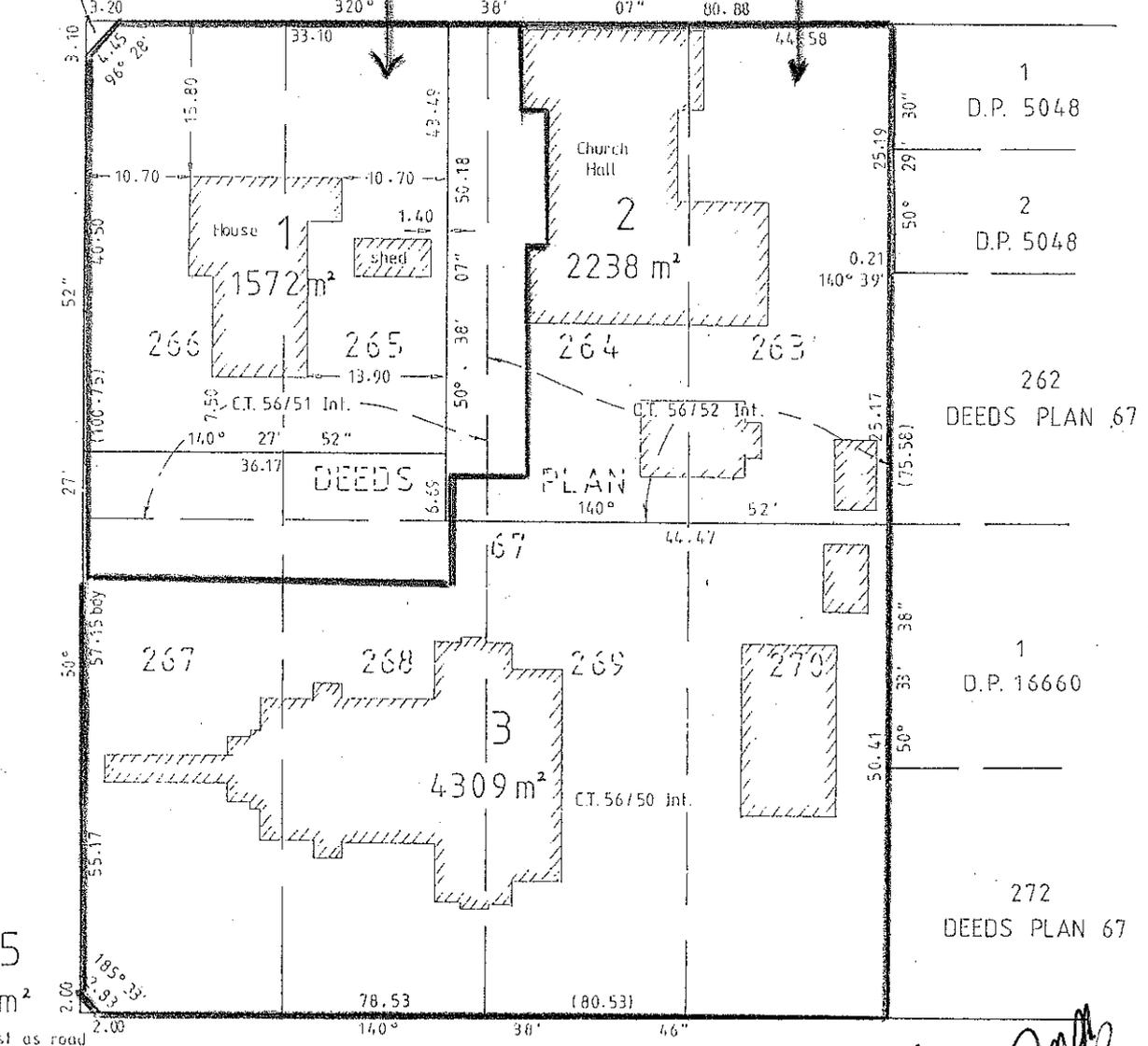
EASTBOURNE STREET WEST  
LEGAL ROAD 20.12 WIDE

KING STREET SOUTH  
LEGAL ROAD 20.12 WIDE

LYNDON ROAD WEST  
LEGAL ROAD 20.12 WIDE

4  
4m<sup>2</sup>  
to vest as road

5  
2m<sup>2</sup>  
To vest as road



Handwritten signatures and initials, including 'CH' and 'R...'. There are also some illegible scribbles at the bottom right of the plan.