

INTEGRATION DEED OF AGREEMENT

THIS DEED is made the 14th day of August 1995

BETWEEN **The Stewards' Trust of New Zealand Incorporated** ("the Proprietor") a Trust incorporated under the Incorporated Societies Act 1908

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

BACKGROUND

- A The Proprietor is the owner of Tasman Bay Christian School ("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 founded in 1986 and has operated since then as a New Entrants to Form 2 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 primary school pursuant to the Act catering for girls and boys from New Entrants to Form 2.
- 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 & Premises** 3 (a) The Proprietor is the owner of all the land described in the **First Schedule** hereto ("the Proprietor's land") and the improvements thereon.
- (b) The School is vested in the Proprietor in terms of certain deeds of trust dated 28 October 1957 and 3 February 1958. Under the powers of delegation contained in those deeds of trust the management of the Proprietor's land and of the School is delegated by the Proprietor to the Elders of the Tasman Gospel Hall. The liability of the Proprietor under this Agreement is limited to the assets which it holds in terms of the said Deeds of Trust and if the requirements may exceed the assets, the Proprietor or the Minister, may seek to cancel the Integration Agreement.
- 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 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.

- | | | |
|--|----------|---|
| <p>School Premises Proprietor's Use</p> | <p>6</p> | <p>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.</p> |
| <p>School Premises External Use</p> | <p>7</p> | <p>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 Board may require payment of a reasonable fee by any such organisation as a condition of the use of such facility which fee shall be payable to the Proprietor.</p> |
| <p>Proprietor's Debt</p> | <p>8</p> | <p>The Proprietor shall be responsible for all mortgages, liens and other charges upon the School premises.</p> |
| <p>Upgrading Buildings</p> | <p>9</p> | <p>The Proprietor, pursuant to Section 40 (2)(c) of the Act, 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 the 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</p> |

Third Schedule, arrange for the inspection of the School premises in terms of the Regulations currently in force at the time.

- 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.
- Proprietor's 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.
- (b) The Proprietor acknowledges that the portion of the playground identified on the plan attached to the Second Schedule is leased property.
- Provision of Facilities** 12 The Proprietor agrees that toilet facilities and storage spaces will be provided in the non integrated area of the School.
- Insurance** 13 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 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 .
- Future Maintenance** 14 Subject to 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.

- Proprietor's Borrowings** 15 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** 16 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.
- 17 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** 18 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** 19 (a) The Tasman Bay Christian School is a full primary school (New Entrants to Form 2) established by Tasman Gospel Hall, a local assembly of the Open Brethren Church for the purpose of offering primary education with a Special Character in a small, caring environment to the children of its members and to children of families from other churches with a similar Biblical basis of faith and doctrine. Tasman Gospel Hall regards the School as an extension of its fellowship and of the home where members can exercise their right to

CHJ
 [Handwritten signature]

have their children taught Biblical values as a vital component of their education.

- (b) The Special Character of the School is determined by the Christian beliefs and values held by the Stewards' Trust of New Zealand Incorporated on behalf of the autonomous Open Brethren assemblies of New Zealand. The Stewards' Trust, a body corporate, continues to have the right to determine from time to time what is necessary to preserve and safeguard the Special Character of Tasman Bay Christian School.
- (c) It is the goal of the School to support the home and Church in developing Christian character in the life of each student, so that they will become well educated, responsible and caring Christians in the community and in their churches. The achievement of these goals is through a programme that integrates everything into a Christian world view firmly based on the Bible as the ultimate source of truth and wisdom for living. This involves every aspect of the school curriculum and is based on the following principles:
- i That God is the Creator and Sustainer of all that exists.
 - ii That Jesus Christ is the Son of God and His death and resurrection the only means of our salvation.
 - iii That the Holy Spirit draws men, women and children to a knowledge of God and empowers them to live for Him.
 - iv That the Bible is the revealed Word of God and therefore our guide in all things.
 - v That in education there needs to be a commitment to fostering the spiritual, academic, social and physical development of the child.



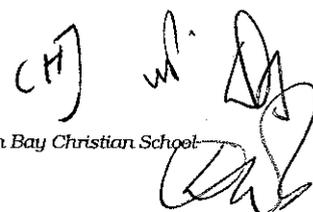
- Proprietor's Rights** 20 The Proprietor shall, subject to the provisions of this Agreement:
- (a) continue to have the responsibility to supervise the maintenance and preservation of education with a Special Character provided by the School;
 - (b) continue to have the right to determine from time 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.
- Curriculum Responsibilities** 21 The Proprietor agrees that, in keeping with the intent of Section 31 of the Act, the school shall instruct the pupils in accordance with the curricula and syllabuses prescribed by the Education Act 1989 and by regulations made under that Act:
- Provided that the general school programme shall reflect the education with a special character provided by the integrated school, and religious and other examples may be used to reinforce teaching throughout the school day.
- School Roll** 22 The School had a roll of 17 pupils in New Entrants to Form 2 at the first day of March 1995. It is agreed, as provided for in Section 7(6)(g) of the Act, that the maximum roll of the School shall be 28.
- Enrolment Preferences** 23 (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 connection with the School through membership of, or affiliation with, the Open Brethren Church or a general connection with the Special Character of the School through belonging to other Christian churches having a similar Biblical basis of faith and

doctrine, as defined in the doctrinal statement of the Stewards' Trust of New Zealand. 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 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 maximum roll of the School.

- Access to School** 24 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.
- Staffing: Principal's Appointment** 25 An advertisement for other than a temporary appointment to 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.
- Staffing Restrictions** 26 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.

- Attendance** 27 The Proprietor may enter into agreements with either 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.
- Dues**
- Definitions** 28 Unless expressly provided for in this Agreement words and expressions shall have the meaning given those words and expressions in the Act.
- Dated** 29 The effective date of this Deed of Agreement shall be the fourteenth day of August 1995.
- 30 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.

Handwritten signatures and initials, including the letters 'CH' in a circle, and several stylized signatures.

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

THE COMMON SEAL OF THE STEWARDS' TRUST
OF NEW ZEALAND INCORPORATED

was hereunto affixed in the presence of:



[Handwritten signature]
Chairman

[Handwritten signature]
Secretary

SIGNED by

[Handwritten signature: Kathy Phillips]

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
Could you
please sign
your name on
these pages.*

[Handwritten initials: CMJ, MB, and a large signature]

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 Stewards Foundation of New Zealand Incorporated, more or less situate in State Highway 60, being known as Tasman Bay Christian School 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 1017 sq metres or thereabouts situated in Block XII Motueka Survey District being Lot 1 on Deposited Plan 5641 and being part of Section 15 of the District of Moutere Hills and being all the land in Certificate of Title Volume 142/44 (Nelson Registry).

All that parcel of land containing 857 sq metres or thereabouts comprising Lots One (1) and Two (2) on a plan deposited in the Land Registry Office at Nelson under No 2550 which said parcel is part of Section Fifteen (15), Moutere Hills, situated in Block XII (12) of the Motueka Survey District and being all the land in Certificate of Title 78/115 (Nelson Registry).

SUBJECT TO

Gazette notice 163613.1 declaring the adjoining road to be a limited access road.

Gazette notice 163613.1 declaring part of the adjoining road to be a limited access road.

Handwritten signature and initials 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 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 SAVE AND EXCEPT those buildings more particularly delineated in blue on the annexed Plan hereto.

CB
with


TASMAN BAY CHRISTIAN SCHOOL

THIRD SCHEDULE

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

AGREED PHASING OF WORK TO BE COMPLETED BY:

14. 8.95 14. 8.96 14. 8.97 14. 8.98 14. 8.99 14. 8.2000 14. 8.2001

SITE

Relocate oil fired boiler fuel tank away from school building or replace system

x

BLOCK A (Classroom)

Fire Protection

Ensure that regular servicing is carried out of fire-fighting equipment

Submit an evacuation scheme to the NZS Fire Service for approval and post notices in all Areas when approved

x

General

Replace carpet tiles with suitable floor covering

x

Provide access for the disabled to meet Code requirements

x

Exterior

Paint exterior

x

Replace broken hardiflex sheet

x

Clean septic tank

x

NON-INTEGRATED BUILDINGS

BLOCK B

Health & Safety Aspects

Upgrade ablution facilities and provide toilet for disabled and facilities for the sick

x

Integration Deed