

THIS DEED is made the 26th day of September 1989

BETWEEN TIMATANGA COMMUNITY LIMITED at Auckland ("the Proprietor")

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

WHEREAS

A. The Proprietor is the owner of Timatanga Community School at Whenuapai, ("the School")

B. The School is a Secular primary school for boys and girls from new entrants to Form 2 offering education with a Special Character.

C. The Minister and the Proprietor have pursuant to Section 7 (2) of the Private Schools Conditional Integration Act 1975 ("the Act") agreed to enter into this Deed of Agreement whereby Timatanga Community School is to be established as an integrated school.

NOW THIS DEED WITNESSETH:

1. THAT the Minister and the Proprietor hereby agree that the school is to become an integrated school under the Act.

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 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.

3. SUBJECT to the provisions of this Deed of Agreement the Proprietor:-

(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) If the Proprietor determines that 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 the Proprietor may invoke the powers conferred by the Act.

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

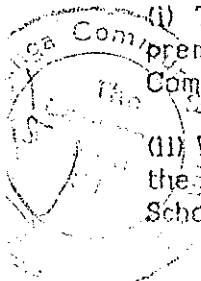
(a) The Proprietor owns the land and improvements in the First Schedule ("the Proprietor's land").

(b) The school premises comprise that part of the Proprietor's land together with the improvements described in the Fourth Schedule ("the School Premises").

(c) The Proprietor shall set apart and appropriate as owner all the School Premises and all 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 controlling authority of the school shall have the exclusive right to the possession and use of the school premises, chattels and other assets PROVIDED THAT

(i) The School Premises and all chattels and other assets associated with the school premises shall be available for use by the Proprietor or by staff employed by the School Committee in non-school time.

(ii) With the consent or at the request of the Proprietor, the School Committee may grant the use of the School Premises and chattels to other persons for non-school purposes. The School Committee shall not unreasonably or arbitrarily withhold its consent to such use at



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any time when the School Premises and chattels are not required for school purposes.
(iii) The School Committee may make payment of a reasonable fee by the Proprietor or other persons a condition of the use of such facilities.

(c) The Proprietor shall accept and meet the liability for all mortgages and other charges upon the land and buildings comprising the School Premises.

(d) The Proprietor shall plan, pay for and execute the improvements to the School Premises and associated facilities described in the Third Schedule to the minimum standard for comparable State schools prevailing at the effective date of this Deed of Agreement such works to be carried out by the various dates specified in the Third Schedule.

(e) The Proprietor shall upon completion of any improvements to the electrical services described in the Third Schedule hereto arrange for the local Electrical Supply Authority to inspect the School Premises in terms of Regulation 45 of the Electrical Supply Regulations 1976.

(f) 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 Act.

(g) The Proprietor may own or hold upon trust and control and maintain any land, 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.

(h) The Proprietor shall insure all the buildings chattels and other assets owned or held upon trust 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.

(i) No person employed at the school and paid for her services in whole or in part out of money appropriated by Parliament shall be paid by the Proprietor or its servants or agents any remuneration additional to that provided for by the Act or shall be granted or permitted any condition of service more favourable than that permitted in the case of a person employed in a similar position in a State school PROVIDED HOWEVER that 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 she received or was accorded on the day before the effective date of integration.

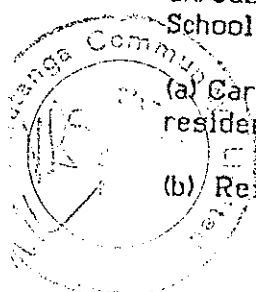
5. THE land and buildings constituting the School Premises are subject to the debts mortgages, encumbrances, easements, licences, restrictions and other matters which affect the title to or enjoyment of the land and have the appurtenances or benefits attaching to the land more particularly described in the First and Second Schedules hereto.

6. SUBJECT to the provisions of Clause 4 (d) of this Deed of Agreement the Minister, after the effective date of this agreement, shall maintain the land, buildings and associated facilities comprising the School Premises as shown on the plan attached hereto as though the school were a State school, Except that the parties hereto agree that the building situated on the integrated site which is currently being used as the classroom shall remain the exclusive responsibility of the proprietor who shall be responsible for its maintenance thereby relieving the Minister of any obligation with respect to the maintenance of the building but not relieving the Proprietor of any obligation in respect of this building as may be determined by law or stipulated in this agreement. The Proprietor shall maintain this area in a condition that provides for the health and safety of staff and students for as long as they are in use.

7. 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 following purposes:

(a) Carrying out additions and/or improvements to the School Premises or to the residential premises and facilities associated therewith.

(b) Refinancing current mortgage advances.



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(c) Temporarily raising monies to pay out the equity of shareholders of Timatanga Community Ltd selling their shares Provided However that at no time shall the total monies secured against the community premises and the School Premises exceed 50% of the trustee valuation of the said premises.

8. THE special character of the school is that it is a secular, parent co-operative school operating on a consensus decision making basis, embracing, adapting and applying the educational philosophies of A. S. Neil and John Holt, these education and learning philosophies being child centred. The children, parents and teachers are involved in establishing and facilitating natural areas of interest of the individual child to enhance self regulation and self discipline. The school operates within a village atmosphere in which learning is a normal, integral and continuing element of life, not something that occurs separate from other elements.

9.(a) The controlling authority of the school shall be the Auckland Education Board as constituted pursuant to the provisions of Section 50 of the Education Act 1964.

(b) The School shall be managed by a Board of Trustees which will have the powers of a School Committee until the appropriate legislation is passed by Parliament giving the powers of a controlling authority to a Board of Trustees. The Board of Trustees shall be elected in accordance with the provisions of the School Trustees Act 1989.

10 IT is agreed by the parties hereto that the maximum school roll shall be 21 pupils

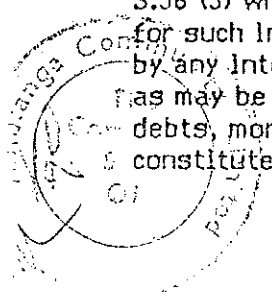
11 PREFERENCE of enrolment at the school under Section 29 (1) of the Act shall only be given to those pupils whose parents have a particular sympathy with the special character of Timatanga Community School or whose parents have a particular connection with the school. Pupils whose parents at the date hereof have applied to the Proprietor to enrol their children at the school shall be enrolled as pupils by the School Committee when places are available. Pupils who reside at the community shall be enrolled at the integrated school provided that any such pupil who would not otherwise have preference for enrolment shall not have preference of enrolment by reason only of that factor.

12. 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 sufficient to ensure that the special character of the school is being maintained and also 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 Deed of Agreement.

13. AN advertisement for the position of Principal/Teacher of the school shall state that a willingness and ability to participate in the parent co-operative and other aspects of the special character of the school shall be a condition of appointment.

14. WHERE any of the costs associated with the use of any other part of the Proprietor's land that is not part of the School Premises for the purposes of this Deed of Agreement cannot be separated from the costs associated with the operation of the school premises, the Proprietor and the School Committee shall contribute to such costs according to their respective use of the facilities in respect of which the costs have been incurred.

15. THE Proprietors may enter into an agreement with the parent(s) or other person(s) accepting responsibility for the education of a child whereby as a condition of the enrolment and attendance of that child at the school, the parent(s) or other person(s) shall pay attendance dues at such rates and subject to such conditions as may be approved from time to time by the Minister, by notice in the Gazette. Any such agreements shall be subject to the other provisions of S.36 of the Act and in particular to the provisions of S.36 (3) which require that such monies are to be used solely for the purpose of paying for such improvements to the school buildings and associated facilities as may be required by any integration agreements pursuant to S.40 (c) of the Act, or for such capital works as may be required by the Minister pursuant to S.40 (2) (d) of the Act or for meeting debts, mortgages, liens or other charges associated with the land and the buildings that constitute the School Premises.



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16. WITH The agreement of the School Committee the Proprietor may be empowered to receive and issue receipts for the amounts payable to the School Committee by the parents of the pupils. Any monies collected by the Proprietor on behalf of the School Committee shall be accounted for to the School Committee.

17. THE Proprietor will at all times ensure that the following services are available to the school at the points indicated in the attached plan:

- a) Water supply
- b) Sewerage drainage
- c) Stormwater drainage
- d) Electric power
- e) Firefighting water supply - to be maintained as a constant static reservoir of not less than 8,000 gallons.

18. 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 Director-General of Education without first obtaining the consent of the Director-General.

19. THE Proprietor shall reimburse the Minister for the payment of salary, wages and the proportion of school holiday pay due and paid by the Minister in respect any time up to the date of the deed of agreement to any person employed at the school up to the effective date of integration. *per*

20. THE effective date of this Deed of Agreement shall be ~~22 May 1989~~ 11 September 1989.

21. ON and after the effective date specified in this Deed of Agreement, Timatanga Community School shall be an integrated school in terms of the Act.

22. THE Proprietor enters into and executes this Deed of Agreement pursuant to the powers contained in Section 7 (3) of the Act.

The Common Seal of
TIMATANGA COMMUNITY LIMITED
was hereunto affixed
in the presence of:

Mary Langton
(Director)



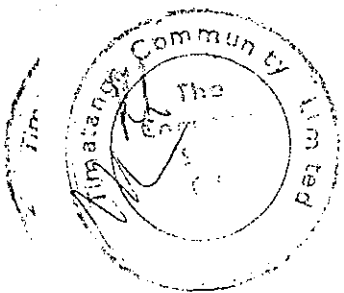
Keith Langton
(Director)

~~SIGNED for and on behalf of~~
~~HER MAJESTY THE QUEEN by~~
~~DAVID RUSSELL LANGE~~
~~Minister of Education~~
~~In the presence of:~~ *per*

SIGNED by PETER ALLAN ATKINSON,
Assistant Secretary Administration,
pursuant to authority delegated
by the Minister of Education
acting on behalf of Her Majesty
the Queen in the presence of:

SCHEDULE 1

All the land, buildings and other improvements at Mamari Road Whenuapai
(1.7709 ha being Lot 1 on DP 37134 CT 958/54) *



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SCHEDULE 2

The School Premises comprise those areas of land and those improvements outlined in ~~yellow-red~~ on the attached plan. Access to these areas and improvements to be shared with the members of Timatanga Community Limited.



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TIRUPANKA COMMUNITY SCHOOL, VALENJAPPAL

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.

AGREED PHASING OF WORK TO BE COMPLETED BY
1989

BUILDING REQUIREMENTS
Provide by new construction the following:

<u>TEACHING ACCOMMODATION</u>	
Teaching area	60m ²
Bookroom	10m ²
	X
	X

<u>ADMINISTRATION ACCOMMODATION</u>	
Storage area	14m ²
Teachers area	18-20m ²
	X
	X

<u>TOILET FACILITIES</u>	
3/4 WC's (male/female)	X
2 Wash hand basins (male/female)	X
1 Sanitary towel disposal unit	X

<u>MISCELLANEOUS - provide the following:</u>	
Outside seating (for up to 21 children) 6.3m	X
Grassed area - 1 small playing field (as the site allows)	X
Paved area (total) excluding paths and internal roads 325m ² (ideally)	X

