

No. 420

INTEGRATION DEED OF AGREEMENT

TOTARA COLLEGE OF ACCELERATED LEARNING

THIS DEED is made on the 23rd October 1996.

BETWEEN Dannevirke Christian Fellowship (the "Proprietor"), an incorporated body under the Charitable Trusts Act 1957

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

BACKGROUND The Proprietor is the owner of Totara College of Accelerated Learning hereinafter referred to as the "School".

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").

The School was originally established in 1978 as a primary school known as Dannevirke Christian School. It currently operates as both a primary and secondary school known as Totara College of Accelerated Learning.

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

Agreement 1 That the Minister and the Proprietor hereby agree that the School is to become an Integrated Composite School pursuant to The Act.

Board of Trustees 2 The Board of Trustees hereinafter called the "Board" 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 described in the **First Schedule** and the improvements thereon.

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".

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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 shall have exclusive right of possession and use of the School premises and all chattels and their assets associated with the School.

Proprietor's Use of School Premises

6 At the request of the Proprietor, The Board may grant use of the School premises and chattels 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 Proprietors or other person or persons to pay a reasonable fee to the Board as a condition of such use.

External Use of School Premises


7 With the consent of the Proprietor, the Board may grant the use of the school premises and chattels to 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 such 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.

Upgrading Buildings

9 Pursuant to Section 40(2)(C) of the Act, the Proprietor 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 to the minimum standard for a comparable state schools prevailing at the effective date of the Deed of Agreement. Such improvements shall be carried out in accordance with the dates specified against the improvements in the Schedule. The Proprietor upon completion of any improvements to electrical services described in the **Third Schedule** arrange for the inspection of the School premise in terms of regulations in force at the time.

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- 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 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 building 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 acknowledge the obligation on it created by Section 40(2)(h) of the Act.

Future Maintenance

- 13 Subject to clauses 9 and 10 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.

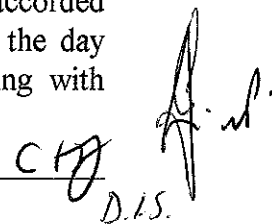
Proprietor's Borrowings

- 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 the School premises or any part thereof.

Staff Remuneration

- 15 Contracts of Employment for persons employed at the (Integrated) School who are paid in whole or in part out of money appropriated by Parliament shall be negotiated with rates and allowances in accordance with Part VII of the State Sector Act 1988.
- 16 A teacher to whom the provisions of Section 71 (6) 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 while also complying with Section 7 (7) of the Act.

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Special Character Agreement

- 17 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

- 18
- 18.1 Totara College of Accelerated Learning is a Christian school established by and for parents choosing a God-centred education for their children.
- 18.2 The mission statement of the School is:
- "Totara College of Accelerated Learning is a ministry to all parents in the Christian and local community.
- It is a ministry designed to assist parents in their God-given task to bring up their children in the "training and admonition of the Lord." (*Ephesians 6:4*) so that they may, "love the Lord their God with all their heart, and with all their soul, and with all their mind and with all their strength."
- 18.3 The special Character of the School is determined by the faith systems made of the Christian beliefs, values and lifestyles of the Dannevirke Christian Fellowship as determined from time to time by the Trustees of the Dannevirke Christian Fellowship Charitable Trust.
- 18.4 Namely:
- (a) God is creator of heaven and earth, of all things visible and invisible, sustaining and ruling over creation, including man.
 - (b) God is the source of all wisdom and knowledge.
 - (c) God the Father, Jesus His Son and the Holy Spirit are relevant to every area of study and endeavour in the college.
- 18.5 The college 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 acknowledging 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 the lives of others.
- (h) Providing staff who are suitable role models of the qualities it seeks to engender in the students.

Proprietor's Rights and Responsibilities

- 19 The Proprietor shall subject to the provision of this Agreement:
 - 19.1 Continue to have the responsibility to supervise the maintenance and preservation of education with a Special Character provided by the School;
 - 19.2 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 therein;
 - 19.3 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 in is longer preserved and safeguarded.

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School Roll 20 It is agreed by and between the parties that the maximum roll of the School shall be 75.

Enrolment Preferences

- 21
- 21.1 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 Proprietor concurs that those parents have established a particular or general connection with the Special Character of the School.
- 21.2 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 preferences 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 agreed at the time of integration.

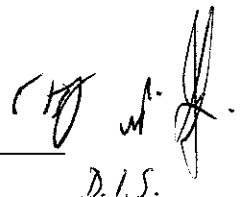
Access To School

- 22 The Proprietor together with it's 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 preserve the Special Character of the School.

- Chaplain** 24 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.



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**Staffing
Tagged Positions**

- 25 The Proprietor may designate pursuant to section 66(1) of the Act that one teaching position shall be a special position that requires particular capabilities on the part of the teacher holding the position. The teacher so appointed shall accept and recognise that responsibility to maintain and preserve the Special Character of the School.

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 of the School may either enter into agreements with the parents or other person 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 person shall pay attendance dues pursuant to the provision of Section 36 of the Act.

Dated

- 28 The effective date of this deed of agreement shall be the 1 November 1996.
- 29 On and after the effective date specified in this Deed Of Agreement the School shall be an integrated New Entrant to Form 7 Composite School in terms of the Private School Conditional Integration Act 1975.

CH *ad. f.*
D. I. S.

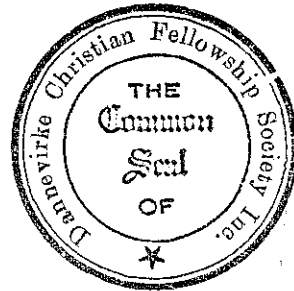
IN WITNESS WHEREOF these present have been executed the day and year first hereinbefore written.

THE COMMON SEAL OF THE DANNEVIRKE CHRISTIAN FELLOWSHIP CHARITABLE TRUST

was hereunto affected in he presence of:

John William Thomas Lamason

John William Thomas Lamason
Trustee



Donald Ian Scott

Donald Ian Scott
Trustee

SIGNED by:

Kathy Phillips)
Senior Manager)
National Operations)
Ministry of Education)
pursuant to authority delegated by the)
Minister of Education acting on behalf of)

Kathy Phillips

HER MAJESTY THE QUEEN in the presence of:

Charlotte Hughes Johnson

36 Hanover Street

Wellington

Adviser

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**TOTARA COLLEGE
FIRST SCHEDULE**

Description of total land, building and other improvements comprising the Proprietor's land of which the School premises form part.

THE PROPRIETOR'S LAND

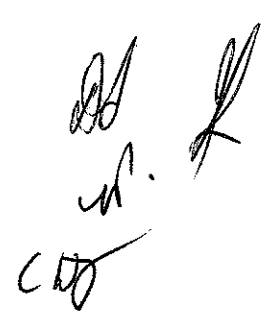
All that land, buildings and other improvements owned by the Dannevirke Christian Fellowship situate in 3 Ruahine Street, Dannevirke being know as Totara College of Accelerated Learning, Dannevirke, and being more particularly described as follows and delineated in green on the plan forming part of the Second Schedule hereto.

Comprising all those freehold parcels of land situate in the Land Registration District of Hawkes Bay containing:-

- FIRST** 2.2894 hectares more or less being Lot 1 on Deposited Plan 18516 and being all the land in Certificate of Title L1/177
- SECOND** .0369 hectares more or less situate in Block III Tahoraiti Survey District being Suburban Section 86 Dannevirke and being all the land in Certificate of Title D2/956
- THIRD** .0164 hectares more or less being portion of Suburban Section 32 Dannevirke which said piece of land is coloured brown and marked "A" on Deposited Plan 1736 and being all the land in Certificate of Title 68/151

There are debts owing by the proprietor to:

1. The Trust Bank Dannevirke

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TOTARA COLLEGE
SECOND SCHEDULE

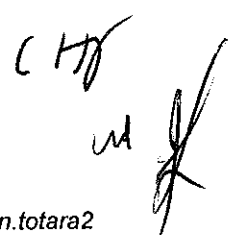
Description of land, buildings and other improvements comprising the school premises.

THE SCHOOL PREMISES

All the Proprietor's land as described in the First Schedule hereto, delineated in green on the annexed plan of the Proprietor's land which plan forms part of this Schedule.

TOGETHER WITH all the School buildings and other improvements thereon

SAVE AND EXCEPT the land more particularly delineated in blue on the annexed plan together with a reservation in favour of that excepted portion of full rights of ingress and egress to and from that excepted portion over the area shaded in yellow on the annexed plan from and to Ruahine Street, Dannevirke.



**TOTARA COLLEGE
THIRD SCHEDULE**

A Carry out the following maintenance to the existing facilities

	Within 3 months of integration	Within 12 months of integration	Within 24 months of integration
Site			
Repair post and batten fence to boundary adjoining existing residence and close plant using suitable screening vegetation			■
Replace / repair sump and grating in asphalt drive		■	
Provide subsoil drainage to site adjacent to existing residence			■
Seal court area	■		
Block A			
Overlay bottom of all hollow core doors	■		
Replace withdrawal area carpet			■
Repaint shiplap boarding to exterior of building			■
Upgrade lighting to comply with NZS 6703:1984	■		
Provide exit signs above egress doors		■	
Provide landing outside egress door		■	
Block B			
NB The Ministry of Education will not assume any maintenance responsibility for the particle board wall linings in this block			
Reconstruct wall of former administration office		■	
Paint shiplap boarding to exterior of building			■
Fit gully surrounds to gully traps and surround with new concrete paving	■		
Replace spouting	■		
Block C			
Replace and paint hardboard panels in aluminium doors		■	
Fit flashings to building corners	■		
Paint soffits			■
Paint spouting	■		
Provide cover to wiring in Cleaners area	■		
Provide wall mounted instructions for operation of fire alarm	■		
Block D			
Upgrade mezzanine storage area balustrade to comply with NZ Building Code	■		
Replace carpet			■
Over-layer bottoms of all hollow-core doors		■	
Repaint shiplap boarding to exterior of the building			■
Replace spouting and rainwater pipes	■		

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Within 3 months of integration	Within 12 months of integration	Within 24 months of integration
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Block D continued

- Upgrade lighting to comply with NZS 6703:1984
- Provide exit signs above egress doors
- Provide landing outside egress door

Block E

- Replace broken glass in sliding door
- Replace carpet
- Lay vinyl to particle board floor
- Remove mezzanine floor or upgrade rail
- Repair / repaint damaged gib sloping ceiling
- Upgrade mezzanine storage area balustrade to comply with NZ Building Code
- Provide landing to secondary egress door
- Repaint shiplap boarding to exterior of building
- Replace spouting
- Upgrade lighting to comply with NZS 6703:1984
- Provide exit signs above egress doors
- Provide landing outside egress door

Dangerous Goods Store

- Replace or remove store

B Provide the following spaces by new construction or remodelling

Administration

- | | | |
|------------------------------------|-------------------|--------------------------|
| Principal's office | 19 m ² | <input type="checkbox"/> |
| Assistant Principal's office | 10 m ² | <input type="checkbox"/> |
| Clerical office | 19 m ² | <input type="checkbox"/> |
| Sickbay, disabled toilet in shower | 13 m ² | <input type="checkbox"/> |
| Staffroom and kitchen | 15 m ² | <input type="checkbox"/> |
| Caretakers facility | 7 m ² | <input type="checkbox"/> |
| Staff toilets | | <input type="checkbox"/> |

Classrooms

- | | | |
|---------------------|--------------------|--------------------------|
| Classroom / seminar | 137 m ² | <input type="checkbox"/> |
| Resource | 10 m ² | <input type="checkbox"/> |

Classrooms Y7 - Y13

- | | | |
|--|-------------------|--------------------------|
| Classroom (Science) | 78 m ² | <input type="checkbox"/> |
| * Food technology / textiles | 78 m ² | <input type="checkbox"/> |
| * Art and Craft / Materials technology | 96 m ² | <input type="checkbox"/> |
| * Resource | 47 m ² | <input type="checkbox"/> |

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Within 3 months of integration	Within 12 months of integration	Within 24 months of integration
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Storage

Science store / prep room	11 m ²		■
* Art and Craft / materials tech projects	17 m ²		■
* Food tech / textiles	24 m ²		■
Phys Ed store	10 m ²	■	

Library

Teaching	56 m ²	■	■
Workroom	11 m ²	■	■

* Provision of these facilities may be achieved by off-site contract arrangements to the satisfaction of the Ministry of Education.




 lcggen.totara