

## INTEGRATION DEED OF AGREEMENT

**THIS DEED** is made the 10<sup>th</sup> day of September 1993

**BETWEEN** **The Wa Ora Montessori School Incorporated** ("the Proprietor") 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 the Wa Ora Montessori School, ("the School") Nae Nae, Lower Hutt.
- 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 197F ("the Act").
- C The School was founded and was established in 1988 and has operated as a primary school for girls and boys from New Entrants to Form 1 offering education with a Special Character.

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**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 & Premises** 3 The Proprietor is the owner of all the land described in the **First Schedule** hereto ("the Proprietor's land") 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."
- 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.
- 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.

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**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 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.

**Proprietor's Debt**

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

**Upgrading****Buildings**

- 9 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 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**. The Proprietor shall upon completion of any improvements to electrical services described in the **Third Schedule** arrange for the local electrical supply authority to inspect the School premises in terms of Regulation 45 of the Electrical Supply Regulations 1976 or such other regulation as shall be in force in substitution for 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 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 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 .
- Future Maintenance** 13 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** 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 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.
- 16 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**
- 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.

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## Special Character

- Definition** 18 (a) The Wa Ora Montessori School is part of an international network of Montessori schools and was established by parents in the Wellington community to serve the educational needs of its children by applying the philosophy of Dr Maria Montessori within the school.
- (b) The Special Character of this school is determined by the Montessori philosophy which is aimed at fostering the spiritual unfolding of each child's unique natural tendencies and the development of the philosophy of Cosmic Education.
- (c) Cosmic Education provides the philosophical reference for primary education in Montessori schools. In its broadest sense, this philosophy encompasses the concept of interdependence within the universe and individual responsibility for global harmony. Cosmic Education also includes the concept of education for life through which the child learns that caring is expressed through the basic attitudes of respect and responsibility.
- (d) The Montessori philosophy practised at Wa Ora includes
- an acceptance of a philosophy that formal Montessori education occurs in three year cycles,
  - an acceptance of a specific structured school environment which encourages individual choice through true discovery,
  - a philosophy of adapting teaching approaches to children's individual learning needs,
  - inner discipline which is nurtured through a philosophy of freedom with responsibility,
  - an acceptance that teachers, parents and children are interdependent elements within the philosophical framework of Cosmic Education.
- (e) The purpose of the school is to facilitate the development of the whole child through the experience of Cosmic Education which will produce responsible, positive and peaceful members of society.
- (f) The interpretation of the Special Character of the school is determined by the Proprietors working in consultation with accredited Montessori teachers.

**Proprietor's Rights  
& Responsibilities**

- 19 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**

- 20 The School had a roll of 53 pupils in New Entrants to Form 1 at the first day of July 1993 being the year in which the roll figures were compiled. It is agreed, as provided for in Section 7 (6) (g) of the Act, that the maximum roll of the school shall be 75.

**Enrolment**

**Preferences**

- 21 (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 through attendance at a Montessori pre-school or 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 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**

- 22 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**

- 23 An advertisement for the position of Principal of the School shall, in accordance with Section 66 (1) of the Act, require an appointee to accept and recognise a responsibility to assist in the maintenance and preservation of the Special Character of the School. Advertisements for this position shall require an appointee to possess these capabilities and to be a certificated Montessori teacher as a condition of appointment.

**Staffing  
Tagged  
Positions**

- 24 The Proprietor will designate two full-time, permanent teaching positions at the School which in accordance with Section 66 (1) of the Act shall be special positions which require an appointee to accept and recognise a responsibility to assist in the maintenance and preservation of the Special Character of the School. Advertisements for these positions shall require an appointee to possess these capabilities and to be a certificated Montessori teacher 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.

**Dated** 30 The effective date of this Deed of Agreement shall be the thirteenth day of September 1993.

31 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 WA ORA MONTESSORI SCHOOL INCORPORATED.

was hereunto affixed in the presence of:



*Dh Carron, Administrator*

*Mona Lipskew, President*

SIGNED by

*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:

*Charlotte Hughes-Johnson  
Adviser  
36 Hanover Str  
Wellington*

*CHJ*  
*DL*  
*ML*

## FIRST SCHEDULE

Description of total land, buildings 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 Wa Ora Montessori School Incorporated more or less situate in Waddington Drive, Lower Hutt, 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 7793 square metres more or less situated in the City of Lower Hutt being part Section 766 Hutt District and part Lot 3 on Deposited Plan 2507 and being all the land in Certificate of Title Volume 41A/847 (Wellington Registry)

### SUBJECT TO

Part IV A of the Conservation Act 1987 and Sections 10 and 11 Crown Minerals Act 1991  
B.241561.2 Mortgage to Trust Bank Wellington

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RE.

## 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.

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**WA ORA MONTESSORI SCHOOL**

**THIRD SCHEDULE**

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

**AGREED PHASING OF WORK TO BE COMPLETED BY:**

	13. 9.93	13. 9.94	13. 9.95	13. 9.96	13. 9.97	13. 9.98	13. 9.99	13. 9.2000
<b>SITE</b>								
Ensure Adventure playground and playground equipment complies with NZS 5828:1986 "Specifications for Playgrounds and Playground Equipment"			X					
Replace cracked and broken concrete in carpark south of Block A					X			
Overlay hard court area on northern side of Block A where cracked and uneven							X	
Repair and paint all external seating			X					

**BLOCK A**

**Structural:**

As part of the next major upgrading install bracing in glazed north facing wall in accordance with NZSS 4203:1992

X

**Fire Protection:**

Ensure the provision of half hour fire resistant rated partitions extending to the underside of the roof at intervals not exceeding 20 metres in length and 270 sq metres in area

X

Remove tower bolts from external egress doors from Area 3 and replace locksets with ones that can be opened from the inside without the use of keys  
 Remove tower bolts from external egress doors from Area 4 and replace locksets with ones that can be opened from the inside without the use of keys

X

X

*DKC*  
*DKC*  
*(H)*

	1B. 9.93	13. 9.94	1B. 9.95	13. 9.96	13. 9.97	13. 9.98	13. 9.99	13. 9.2000
Ease exterior door from Area 4	X							
Remove tower bolts from external egress doors from Area 5 and replace locksets with ones that can be opened from the inside without the use of keys	X							
Provide 1 hour fire rated door from corridor to Area 13	X							
Remove tower bolts from external egress doors from Corridor and replace locksets with ones that can be opened from the inside without the use of keys	X							
Ensure guardrails conform to NZS 1900 Chapter 5 Clause 5.42	X							
Ensure all fire fighting equipment is serviced and maintained in accordance with NZS 4503 Clause 5	X							
Submit an evacuation scheme to the NZS Fire Service for approval and post appropriate notices in all Areas when approval is received	X							
<b>Note:</b>								
At the time of repainting or remodelling ensure walls and ceilings are upgraded to comply with smoke and flammability indices and provide certification to New Zealand Fire Service								
<b>Electrical:</b>								
Replace faulty fluorescent tubes in Area 3	X							
Upgrade lighting in Area 3								
Upgrade number of power outlets in Area 3								
Replace faulty fluorescent tubes in Area 4	X							
Upgrade lighting in Area 4								
Upgrade number of power outlets in Area 4								
Upgrade number of power outlets in Area 6								
Provide cover to switchboard in Area 12		X						
Replace TRS wiring in switchboard in Area 12		X						
Upgrade lighting in Area 14								
Repair light that is coming loose from ceiling	X							
Change existing fuses to MCB's								
Upgrade all light switches and power outlets								X

(7) [Signature]

**Mechanical:**

Provide powered exhaust fan and low level fresh air intakes in Area 13  
 Repair and replace boiler as necessary  
 Note:  
 Ensure boiler is regularly maintained

1B. 9.93      13. 9.94      1B. 9.95      13. 9.96      13. 9.97      13. 9.98      13. 9.99      13. 9.2000

X

**General:**

Paint corridor  
 Finish off decorating in Area 3 (progressive to)  
 Replace floor covering in Area 3  
 Replace door to storage cupboard in Area 4  
 Paint interior of Area 4  
 Replace floor covering in Area 4  
 Replaster ceiling in Area 4 and paint  
 Relay carpet in Area 6  
 Provide carpet edging at doorway to Area 6  
 Replace furniture in Area 7 with that suitable for adults  
 Replace floor covering in Area 10 with seamless vinyl  
 Paint Area 10

X

X

X  
X

X

X

X

**Exterior:**

Replace rotten sections of weatherboard outside Area 1, prime and prepare for painting  
 Replace guttering on Northern side outside Area 1  
 Replace rotten sections of weatherboard outside Area 2, prime and prepare for painting  
 Replace rotten sections of weatherboard outside Area 3 on eastern and northern sides, prime and prepare for painting  
 Repair broken window to Area 3  
 Replace rotten sections of weatherboard outside Area 4, prime and prepare for painting  
 Replace rotten sections of weatherboard outside Area 5, prime and prepare for painting  
 Replace broken windows to Area 5  
 Replace rotten sections of weatherboard outside Area 5 on western side, prime and prepare for painting

X

X

X

X

X

X

X

X

X

*OKC*  
*Wm*  
*Mr*

	13. 9.93	13. 9.94	1B. 9.95	13. 9.96	13. 9.97	13. 9.98	13. 9.99	13. 9.2000
Replace rotten sections of weatherboard outside Area 6, prime and prepare for painting			X					
Replace rotten sections of weatherboard outside Area 7 on western side, prime and prepare for painting			X					
Replace rotten sections of weatherboard outside Area 7, prime and prepare for painting			X					
Replace missing corner capping to Area 7		X						
Replace rotten sections of weatherboard outside Area 12, prime and prepare for painting			X					
Fill holes in plaster outside Area 13 with epoxy resin to prevent moisture damage to exposed reinforcing		X						
Replace rotten sections of weatherboard on southern side of Block, prime and prepare for painting			X					
Replace guttering along southern side of Block								
Paint exterior		X						
Replace skylights			X					
Replace sloping roof sections			X					
Repair and paint flat roof section			X					
Note:				X				
Recladding may supersede repair of existing weathersiding								
Refer to roofing report of 2 June 1993 by H. Lange of "Roof and Cladding Services"								

**GENERAL**

Obtain an asbestos management report and implement as necessary

*Handwritten notes:*  
 OK  
 M.L.  
 (C) M.L.