

The Te Awamutu Bible Chapel Trust

the Proprietor

Her Majesty The Queen

The Minister

Integration Agreement

*Stace Hammond Grace and Partners
Barristers, Solicitors and Notary Public
PO Box 19-101, DX GP20026
Hamilton
New Zealand*

2 March 1998

ajg/0356

THIS DEED made this

6th day of *March*

1998

BETWEEN **THE TE AWAMUTU BIBLE CHAPEL TRUST** a Charitable Trust registered under the Charitable Trusts Act 1957 (hereinafter referred to as "the Proprietor") of the one part

AND **HER MAJESTY THE QUEEN** acting by and through the Minister of Education (hereinafter referred to as "the Minister") of the other part

BACKGROUND:

- A. The Proprietor is the owner of Bethel 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 1988 and is currently operating as a primary School for girls and boys from New Entrants to Form Two, offering education with a special character.

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

Agreement

1. The effective date of this Deed of Agreement shall be the 1st day of April 1998.
2. The Minister and the Proprietor agree that the School is to become integrated into the State education system pursuant to the Act.
3. On and after the effective date the School shall be an integrated New Entrants to Form 2 primary School in terms of the Private School Conditional Integration Act 1975.

Te Awamutu Bible Chapel Trust

Board of Trustees

4. The Board of Trustees ("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

5. The Proprietor is the owner of all the land described in the First Schedule ("the Proprietor's Land") and the improvements thereon.

Integrated School Premises

6. The integrated School premises for the purpose of this 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

7. 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 Board shall have the exclusive right of possession and the use of the School Premises and all chattels and other assets associated with the School.

School Premises

8. As the request of the Proprietor the Board may grant the use of the School Premises and all chattels and other assets associated therewith 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

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Proprietor or other person or persons to pay a reasonable fee to the Board as a condition of such use.

School Premises - External Use

9. With the consent of the Proprietor, the Board may grant the use of the School Premises and all chattels and other assets associated therewith to any 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 the Board as a condition of such use. For clarity it is acknowledged that the Proprietor shall be entitled to withhold consent where the use proposed is one which is outside the objects and powers of the Proprietor as a Charitable Trust registered under the Charitable Trusts Act 1957.

Proprietor's Debt

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

Upgrading Buildings

11. 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 up to the minimum standard for comparable state Schools prevailing at the effective date of this Agreement. Such improvements shall be carried out in accordance with the dates specified against such improvements in the Third Schedule. The Proprietor shall upon completion of any improvements to electrical services described in the Third Schedule arrange for the inspection of the School Premises in terms of the Regulations currently in force at the time.

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12. 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

13. The Proprietor may own, control and maintain any lands, buildings, chattels and assets that, although not part of the School Premises (as defined by clause 6), are regarded by the Proprietor as appropriate to maintain the Special Character of the School.

Insurance

14. 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 purpose of the School against risks normally insured against, in some responsible insurance office in New Zealand, and further acknowledges its obligation under Section 40(2)(h) of the Act.

Future Maintenance

15. Subject to clauses 11 and 12 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 School Premises as though the School was a State School.

Proprietor's Borrowings

16. 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

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the School Premises for the purpose 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

17. 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.
18. A teacher to whom the provisions of Section 71 of the Act applies 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

19. The School 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 at all times in the future shall be conducted and operated so as to maintain and preserve the School's Special Character and this Agreement shall be interpreted so as to maintain and preserve the Special Character of the School.

Special Character Definition

- 20.1 Bethel Christian School is a Christian School established by the Te Awamutu Bible Chapel Trust for parents choosing a God-centred education for their children.
- 20.2 The mission statement of the School is:

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"To provide for parents a balanced Christian education to help develop children to their full potential, preparing them for service to God and the community".

20.3 The Special Character of the School is determined by the Statement of Doctrines and Practises contained in the Proprietor's Trust Deed and the Trustees of the Proprietor shall have the right to determine from time to time what is necessary to preserve and safeguard that Special Character.

Special Character Statement

20.4 *Because God is:*

The Creator of heaven and earth, of all things visible and invisible, sustaining and ruling over creation, including man and is the source of all wisdom and knowledge God the Father, Jesus His Son, and the Holy Spirit are relevant to every area of study and endeavour in the School.

The School reflects this by:

- using the Bible as the basis for exploring God's world;
- teaching Christian values and behaviour through the process of acknowledgement of sin, repentance, and acceptance of Jesus' gift of grace;
- using prayer as a key tool in learning, inviting the Holy Spirit into every learning situation;
- encouraging each child to give of their best because God creates and equips each person for their unique roles in His service, and acknowledging achievements in accordance with the child's effort;

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- implementing the curriculum through the perspective of Christian beliefs and values as exemplified in the Bible;
- acting as a continuum and extension of the teaching provided in Christian homes;
- endeavouring to develop 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.

Proprietor's Rights and Responsibilities

20. The Proprietor shall subject to the provisions of the Agreement:

- Continue to have the responsibility to supervise the maintenance and preservation of education with a Special Character provided by the School.
- 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.
- 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.
- Expect that the members of the Board of Trustees will indicate their commitment to the Special Character of the School.

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School Roll

21. The School had a roll of 18 pupils, New Entrants to Form 2 at 24 March, 1997. It is agreed that the maximum roll of the School shall be 52.

Enrolment Preferences

22. 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.
23. 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 current roll of the School.

Access to School

24. The Proprietor together with its servants, agents and licensees shall, subject to Section 40(2)(i) of the Act, at all reasonable times have 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 the position of the Principal of the School, may in accordance with Section 65(1)(a) of the Act, state that a willingness and ability

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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 - Tagged Positions

26. The Proprietor may designate pursuant to Section 66(1) of the Act that all permanent teaching positions shall be special positions that require particular capabilities on the part of the teacher holding the position. The teachers so appointed shall accept and recognise a responsibility to maintain and preserve the Special Character of the School.

Staffing Restrictions

27. The Proprietor shall not engage any teachers between the date of execution of this Agreement and the effective date of integration other than those whose names have been notified by the Proprietor to the Secretary of Education without first obtaining the consent of the Secretary.

Staffing Limits

28. 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 disestablished when a teacher leaves that position, unless an exception has been made under Section 91 of the Education Act, 1989.

Attendance Dues

29. The Proprietor of the School may either enter into agreements with the parents or other persons accepting responsibility for the education of pupils at the School, provided that as a condition of the enrolment and attendance of each

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pupil at the School, the parents or other persons shall pay attendance dues pursuant to the provision of Section 36 of the Act.

FIRST SCHEDULE

The Proprietor's Land

All that parcel of land owned by The Te Awamutu Bible Chapel Trust and containing 6.0229 square metres more or less situated in Block VI Puniu Survey District being part lot 1 on Deposited Plan S.9364 and being all the land in Certificate of Title 49A/125 (South Auckland Registry).

SECOND SCHEDULE

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

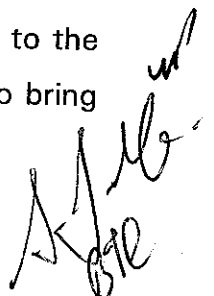
The School Premises

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.

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

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them up to the minimum standard for a comparable state school. All work is to be carried out by competent tradespeople or in a workpersonlike manner to the Ministry of Education standards.

AGREED PHASING OF WORK TO BE COMPLETED BY:

BLOCK A

Secure floor coverings to the school office area	1.4.98
Signage required in all toilet areas	1.4.98

BLOCKS B & C

Repaint barge flashings	1.2.99
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IN WITNESS WHEREOF these presents have been executed the day and year first hereinbefore written.

SIGNED by THE TE AWAMUTU)
BIBLE CHAPEL TRUST by the)
affixing of the Common Seal in the)
presence of:

BT Clements BT CLEMENTS
Trustee Beekeeper of Kihikihī

S. J. McClure S. J. McCLURE
Trustee FARMER OF PIRONGIA.

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SIGNED by)
pursuant to authority delegated by)
the Minister of Education acting on)
behalf of HER MAJESTY THE QUEEN)

Kathy Phillips

in the presence of:

[Signature]
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adviser
.....
Wellington
.....

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