

INTEGRATION AGREEMENT

This Agreement is made as a Deed on the day of 2023

Between:

His Majesty the King in right of New Zealand acting by and through the **Minister of Education** ("the Minister")

and

Elim Proprietors Trust ("the Proprietor"),

together **the Parties**.

Background

- A. The Proprietor is a body corporate that intends close its current **Elim Christian College Mt Albert** satellite campus and to establish and integrate **Elim Christian College Mt Albert** ("the School") on the same site at 1 McLean Street, Mt Albert, Auckland.
- B. The School will be for students from Year **One** to Year **Thirteen** offering education with a special character as defined in the Act and described in this Agreement.
- C. The Proprietor **is the leaseholder of (including on the basis that it may be applied for purposes provided for by, and consistent with, the terms of this Agreement)** the School premises specified in Schedule 2.
- D. The Parties have agreed to enter into this Agreement pursuant to the Act, to establish the School as a State integrated school.

Terms of agreement

Definitions

- 1 In this Agreement, unless the context requires otherwise, terms not otherwise defined in this Agreement have the meanings specified in the Act and:
 - (a) **Act** means the Education and Training Act 2020 as amended or replaced from time to time and includes all regulations and rules made under the Act;
 - (b) **Agreement** means this Integration Agreement, as amended by any Supplementary Agreements from time to time;
 - (c) **Depreciation Rate** means four percent (4%) of the depreciated value of state school buildings as set out in the "Statement of Accounting Policies" in the Ministry of Education's Annual Report;
 - (d) **Effective Date** means **1 March 2023** (with the new school to open Term 1 2024);



- (e) *Minister* means the person holding the office of Minister of Education from time to time and also includes any other Minister of the Crown who is responsible for the administration of Schedule 6 of the Act;
- (f) *Supplementary Agreement* means any supplementary agreement entered into by the Parties in writing to amend this Agreement;
- (g) *Works* means the capital works specified in Schedule 3.

A reference to a particular provision in the Act includes any provision that is intended to be a replacement or substitute for that provision.

Special character

- 2 As from the Effective Date, the School is established as a State integrated school under Schedule 6 of the Education and Training Act 2020 to provide education with a special character (through its teaching and conduct) that is, or is based on:

(Refer also Section 5 – Special Character)

The proposed Elim Christian College-Mt Albert will be established for Years 1-13 to provide for the educational needs of Christian families and present the message of the gospel to students and their community within the context of Biblical truth and practice as recognised by adherents of the evangelical Christian faith. The same Biblical truth and practice encourages a mission perspective. Parents and students are expected to support the Special Character of the School

The Special Character of the School is determined by the faith system made up of Christian beliefs, values and the lifestyle of the Elim Church of New Zealand Inc, which shall have the right to determine from time to time what is necessary to preserve and safeguard that Special Character.

- 3 Integration must not jeopardise the education with a special character of the School. This agreement must be interpreted in a way that is consistent with maintenance and preservation of this education with a special character.
- 4 The Proprietor has (and must at all times during the term of this Agreement continue to have):
 - (a) responsibility for -
 - (i) determining the special character of the School; and
 - (ii) supervising the maintenance and preservation of that special character¹;
 - (b) the right to determine what is necessary to preserve and safeguard the special character of the education provided by the School.

¹ The Proprietor does not have sole responsibility for maintaining the school's special character but has ultimate responsibility for this.

- (c) the right to access to the School at all reasonable times to ensure that the special character of the education provided by the School is being maintained.
- 5 The Proprietor may specify (by notice in writing to the board of the School) what the Proprietor considers to be necessary to provide, maintain, preserve and/or safeguard education with the special character of the School.
- 6 The Proprietor shall regularly monitor the operation of the School to ensure that education with the special character is at all times provided, maintained, preserved and safeguarded by the School.
- 7 The Proprietor may invoke the powers conferred upon a proprietor by Schedule 6 of the Act if, in the opinion of the Proprietor:
- (a) the special character of the School has been, or is likely to be, jeopardised; or
- (b) education with that special character is no longer being preserved and safeguarded.

For this purpose, "jeopardise" includes when the School is not acting consistently with any notice provided by the Proprietor under clause 4.

School programme

- 8 The parties agree that religious observances and religious instruction form part of the education with a special character provided by the Elim Christian College-Mt Albert. The instruction and observances that are to form part of the School's programme after integration are


The New Zealand Curriculum including the local curriculum is designed, mapped, planned, delivered and assessed within a Biblical worldview framework.

Implicit in the curriculum is the Elim Church of New Zealand's statement of faith and all tenets of scripture as and where they can be accurately integrated and applied.

The foundational tenets of scripture according to 2 Timothy 3:16-17 serve to guide our approach to personal and social peace, just government and responsible citizenship, wise parenting and a responsible and compassionate attitude to caring for community and creation itself. The biblical narrative recognizes our need to respond to issues of the head, hand and heart with servant hearted leadership.

School premises


- 9 As at the Effective Date the Proprietor ***is the lease holder of (including on the basis that it may be applied for purposes provided for by, and consistent with, the terms of this Agreement)*** all the land and improvements specified in Schedule 1 ("**the Proprietor's land**").
- 10 The School premises will be the portion of the Proprietor's land (including any improvements) specified in Schedule 2 ("**the School premises**").
- 11 The Proprietor may make available for use by the School any other land, buildings, and/or associated facilities (not forming part of the School premises) that the Proprietor considers may assist with providing and maintaining the special character of the School.

- 12 The Proprietor must at all times during the term of this Agreement continue to own or lease the School premises or hold the School premises in trust (including on the basis that it may be applied for purposes provided for by, and consistent with, the terms of this Agreement).
- 13 The Proprietor must plan (including obtaining all consents and approvals required by law), implement and complete (consistent with all consents and approvals) and pay for:
- (a) the Works **by no later than 27 January 2024**; and
 - (b) such capital works and associated facilities at the School as the Minister may from time to time (by notice in writing to the Proprietor) approve, with a view to replacing, improving or enlarging the School, its buildings and its associated facilities in order to maintain the School premises at, or consistent with, the minimum standards specified by the Secretary for comparable State schools; and
 - (c) such capital works and associated facilities at the School as the Minister may from time to time (by notice in writing to the Proprietor) require (acting reasonably) because they are necessary in order to maintain the School premises at, or consistent with, the minimum standards specified by the Secretary for comparable State schools.
- 14 The Minister will support the Proprietor by providing, as a minimum, eighty-five percent (85%) of the non-integrated school funding rate of additional property costs resulting from future educational policy change. In-ground costs may be included if they are an integral part of delivering education as a result of the policy change. Funding eligibility is subject to the following:
- (a) The funding to be provided will be determined by an assessment by the Minister of the investment the Proprietor would need to undertake to meet the requirements of the policy change;
 - (b) Funding is contingent on an assessment by the Minister that the school is sustainable and likely to remain open over the medium term (at least five to ten years).
- 15 At all times during the term of this Agreement the Proprietor (and not the Minister, the Secretary, the Ministry or any other person) will:
- (a) be solely responsible for complying with the terms and conditions (including making all payments, in full and on time) under any mortgage, lien, or other charge or security interest over or affecting the land and buildings making up the School premises; and
 - (b) maintain insurance for the School premises in accordance with clause 39(g) and (h) of Schedule 6 of the Act.
- 16 Nothing in clause 12 or 13 shall limit any right or entitlement the Proprietor may have to request, apply for or receive property funding from the Ministry.
- 

Discharge of Maintenance Obligations

- 17 (a) The Minister will, after the Effective Date, pay to the Proprietor in each year the Sum as determined under Schedule 4 to:
- assist the Proprietor in maintaining the School premises and the associated facilities in a condition equivalent to that of a comparable non-integrated state school;
 - provide for the maintenance of the School chattels as though the School were a non-integrated state school.
- (b) The School will be entitled to such furniture and equipment as the Minister supplies from time to time to comparable non-integrated state schools.
- 18 The Minister may pay the Sum to the Proprietor in instalments on the same dates as the Minister provides operations funding to the Board.
- 19 The Proprietor must on receipt of the Sum in each year undertake the maintenance of that part of the School premises not required to be undertaken by the Board during the course of that year to the standard to which the Crown maintains comparable state schools.
- 20 The Sum shall be applied to meet the obligations in Clause 19. After the obligation in clause 19 has been met in full and if there is a balance of the sum remaining the Proprietor may apply the balance in the following ways:
- (a) to capital works or other purposes directly related to the School;
 - (b) to maintenance, capital works or other purposes related to any other integrated school.

No liability for default in certain circumstances

- 21 Neither party will be liable for any act, omission, or failure to fulfil its obligations under this Agreement, if such act, omission or failure arises from any cause reasonably beyond its control including acts of war, epidemics, earthquakes, or other natural disasters or acts of God. ("Force Majeure Event").
- 22 The party unable to fulfil its obligations due to a Force Majeure Event shall:
- (a) immediately notify the other in writing and provide full information concerning the Force Majeure Event including an estimate of the time likely to be required to overcome the event
 - (b) use its best endeavours to overcome the event; and
 - (c) continue to perform its obligations as far as practicable.
- 23 Despite clause 20, if in any year Parliament has not appropriated sufficient public money to enable the Minister to maintain non-integrated state schools, the Minister will not be required to pay the instalments of the Sum from that point onward until an appropriation
- 


is so made. In that event the Minister will only pay the instalments of the Sum due from the date on which that appropriation is made.

- 24 If the Sum is not paid as a result of Clause 23, the Minister's assistance to the Proprietor under this Agreement to maintain the School premises, from the point that Parliament decides not to appropriate the monies until an appropriation is made that enables the payment of the Sum to be recommenced, will not be discharged and the Minister will remain required to provide that assistance on the same basis as to other state schools.

Information

- 25 The Minister may by notice to the Proprietor, require the Proprietor to supply to the Minister any information including but not limited to accounting or banking records in the possession or control of the Proprietor (whether stored on electronic media or otherwise) relating to the performance of the Proprietor's obligations under clauses 17 – 24.
- 26 The Minister shall be entitled to make and retain copies of any information supplied to the Minister in accordance with Clause 25.

Disputes

- 27 The Minister and the Proprietor shall endeavour to resolve by negotiation any disputes that arise between them concerning clauses 17 – 24 within 30 days of one party advising the other of the existence of the dispute.
- 28 If the Minister and the Proprietor are unable to resolve a dispute by negotiation, they shall refer the matter to mediation, and shall choose jointly a mediator. If the parties are unable to agree on the appointment of a mediator then the mediator shall be appointed by the then New Zealand President of the Resolution Institute or, failing that, by the then President of the New Zealand Law Society. The mediation shall thereafter be conducted by the mediator in accordance with the usual practice for the Resolution Institute mediation.
- 29 The obligations of the Minister and of the Proprietor under clauses 17 – 24 shall not be affected by any dispute regarding these clauses, and each party shall continue to perform its obligations as if the dispute had not arisen.
- 30 Breach of obligations under clauses 17 – 24.
- (a) If the Proprietor is in breach of its obligations under clauses 17 – 24, and if in the reasonable opinion of the Minister the breach is able to be remedied, the Minister may by notice to the Proprietor require that the breach be remedied within 60 days (or such further or other period as may be specified) of the date of the notice.
 - (b) If the breach is not remedied within the period specified in the notice, or if in the reasonable opinion of the Minister the breach is not capable of being remedied, the Minister may terminate clauses 17 – 30 of this Agreement on giving 14 days notice to the Proprietor.
 - (c) If clauses 17 – 30 of this Agreement are terminated in accordance with this clause the balance of this Agreement shall continue to apply to both parties.
- 

- (d) Nothing in this clause shall be construed as limiting or affecting the powers that the Minister has under the Act.

Proprietor's interest in the integrated property

- 31 The parties acknowledge the following principles in relation to the Proprietor's interests in the property:

- (a) The Proprietor should have reasonable access to the use of the school for its own purposes when not in use for school purposes
- (b) The Proprietor retains an interest in the use of the school property by third parties, particularly where such use might conflict with the Proprietor's /schools religious or philosophical character.

Enrolment

- 32 The maximum number of students who may be enrolled in the School is **470**. The children of parents who, in the Proprietor's opinion, have a particular or general philosophical or religious connection with the School must be preferred to other children for enrolment at the School.

- 33 The number of students who do not have preferential enrolment at the School under clause 26 of Schedule 6 of the Act, but are required to be enrolled if places are available, is limited to **5% of the maximum roll**.

Employees

- 34 Where any person employed at the School is paid (whether in whole or in part) out of money appropriated by Parliament:

- (a) the Proprietor agrees that it will not, directly or indirectly:
 - (i) pay that person any remuneration in connection with their role as an employee of the School additional to that provided for by the Act; or
 - (ii) grant or permit that person any condition of service more favourable than that permitted for a person employed in the same (or a materially equivalent) position in a State school that is not a State integrated school; and

- 35 All teaching positions at the School will carry a responsibility for religious instruction (tagged positions). A willingness and an ability to take part in religious instruction appropriate to that school shall be a condition of appointment.

- 36 An advertisement for the position of principal of the School must state that a willingness and ability to take part in religious instruction appropriate to the special character of the School is a condition of appointment to this position. Any person appointed as principal of the School must accept this requirement as a condition of the person's appointment, and must accept and recognise a responsibility to maintain and preserve the special character of the School.

For tagged positions that teach secondary students this means that the advertisement must include that a capability to assist in planning and organising the courses and programmes at the school will be a condition of appointment.

For tagged positions that teach primary students this means that the advertisement must include that a capability to maintain programmes and activities that reflect the special character of the school will be a condition of appointment.

- 37 Any advertisement for the position of deputy principal or assistant principal at that School must state that a willingness and an ability to take part in religious instruction appropriate to the special character of the School is a condition of appointment to the position. Any person appointed to these positions at the School must accept this requirement as a condition of the person's appointment.

- 38 The Proprietor may employ any person, whether as a chaplain or otherwise, for duties relating to religious instruction appropriate to the special character of the School. The provisions of clause 53(2) and (3) of Schedule 6 of the Act apply to that person's appointment.

Attendance dues

- 39 The Proprietor **may** enter into an agreement with parents (or other person/s with legal responsibility for the education of a child) that provides that the parents (or such other person/s) must pay attendance dues as a condition of the child's enrolment and attendance at the School.

General

Delegates

- 40 The Minister may appoint any person to undertake the administration of this Agreement on the Minister's behalf and to do all things under this Agreement that are expressed or implied as able to be done by the Minister. Any change to the person holding office as the Minister will not affect any appointment previously made, unless such appointment is subsequently revoked.

Assignment or transfer

- 41 The Proprietor will not assign any of its rights or transfer any of its obligations under this Agreement unless that assignment or transfer is permitted by (and will comply with) all laws and has first been approved in writing by the Minister.

No agency

- 42 The Proprietor is not a representative or an agent of any of the Minister, the Secretary or the Ministry and may not hold itself out otherwise to any person.

Privity

- 43 Except as expressly set out in this Agreement, nothing in this Agreement is intended to confer any right, benefit, privilege or obligation on any third party.

Amendment

- 44 The Parties may amend this Agreement by one or more Supplementary Agreements. Any amendment to this Agreement will be effective from the date a Supplementary Agreement is executed by both Parties.

Costs

- 45 Each Party will bear its own costs in the preparation of this Agreement and any Supplementary Agreement.

Good faith

- 46 Each Party agrees to act in good faith in its dealings with the other Party under this Agreement.

Precedence

- 47 On and after the Effective Date the School will be a State integrated school in terms of the Act and part of the State system of education in New Zealand. In the event of any inconsistency between the terms of this Agreement and the provisions of the Act, the provisions of the Act will prevail. Nothing in this Agreement overrides or excludes the application of the Act in any way, including as regards the exercise of any right, power or discretion that the Minister, the Secretary or the Ministry may have under the Act or that the Proprietor may have under the Act. The Minister may (but will not be obliged to) exercise any rights and powers conferred by this Agreement at the same time as, or at any time in addition to, the rights, powers and discretions given to the Minister, the Secretary and the Ministry (as the case may be) under the Act.

Notices

- 48 All notices that are required to be sent under this Agreement or the Act must be in writing and sent to the following addresses unless otherwise agreed in writing between the Parties. For the purposes of this clause, "in writing" includes by email.
- (a) All notices to the Minister must be sent to The Associate Deputy Secretary, Operational Delivery, Ministry of Education, PO Box 1666, Wellington, facsimile (04) 463 8252 or **[email address]**.
- (b) All notices to be sent to the Proprietor must be sent to Danie Vermeulen, 159 Botany Road Botany Auckland 2010 or Danie.vermeulen@elimchristiancentre.org.nz

Execution

Signed on the 6th day of December 2022 by:

Elim Proprietors Trust by **Danie Vermeulen, Trustee:**

Common Seal affixed in the presence of:

in the presence of:

JOHN BRUCE ROBERTS

Name: JOHN BRUCE ROBERTS

Occupation: CHARTERED ACCOUNTANT

Address: AUCKLAND
(Town/city)



[Handwritten signature]

By signing this Agreement, each representative of the Proprietor confirms that s/he has the authority to sign for and on behalf of the Proprietor, and that the Proprietor is and will remain a body corporate with capacity to enter into this Agreement under clause 5(3) of Schedule 6 of the Act.

Signed on the 23 day of February 2023 by:

His Majesty the King in right of New Zealand, acting by and through the Minister of Education:

A handwritten signature in black ink, appearing to read 'Smith', is written over a horizontal line.

in the presence of:

A handwritten signature in blue ink is written over a horizontal line.

Name: Melisa Webster

Occupation: SPS

Address: 139 Pembroke Rd
(Town/city) Wilton
Wgtn

A handwritten mark or signature in black ink, possibly a stylized 'S' or 'J', is located in the bottom right corner of the page.

SCHEDULE 1: PROPRIETOR'S LAND

The Elim Property Trust owns all the land, buildings and other improvements at **1-3 McLean Street, Mt Albert Auckland 1025**. All that land, buildings and other improvements as outlined in **yellow** on the plan in Schedule 2. The Elim Property Trust will lease the land and property to the Proprietor.

Figure 1: Aerial Site Plan





**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD**

**Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017**



R. W. Muir
Registrar-General
of Land

Identifier **NA51A/1006**
Land Registration District **North Auckland**
Date Issued **30 May 1984**

Prior References

NA44A/395 **NA44A/396**

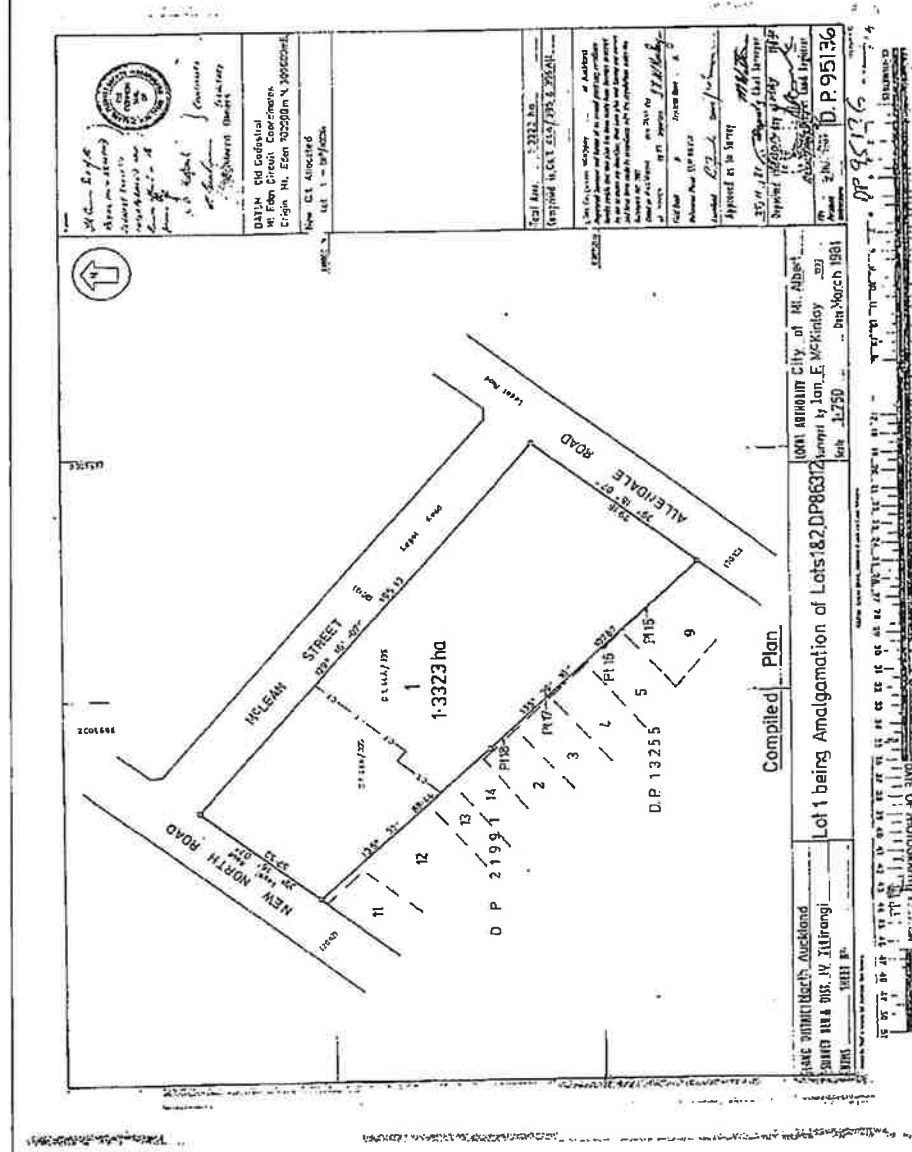
Estate Fee Simple
Area 1.3323 hectares more or less
Legal Description Lot 1 Deposited Plan 95136

Registered Owners
Best Education Trust

Interests

Identifier

NA51A/1006



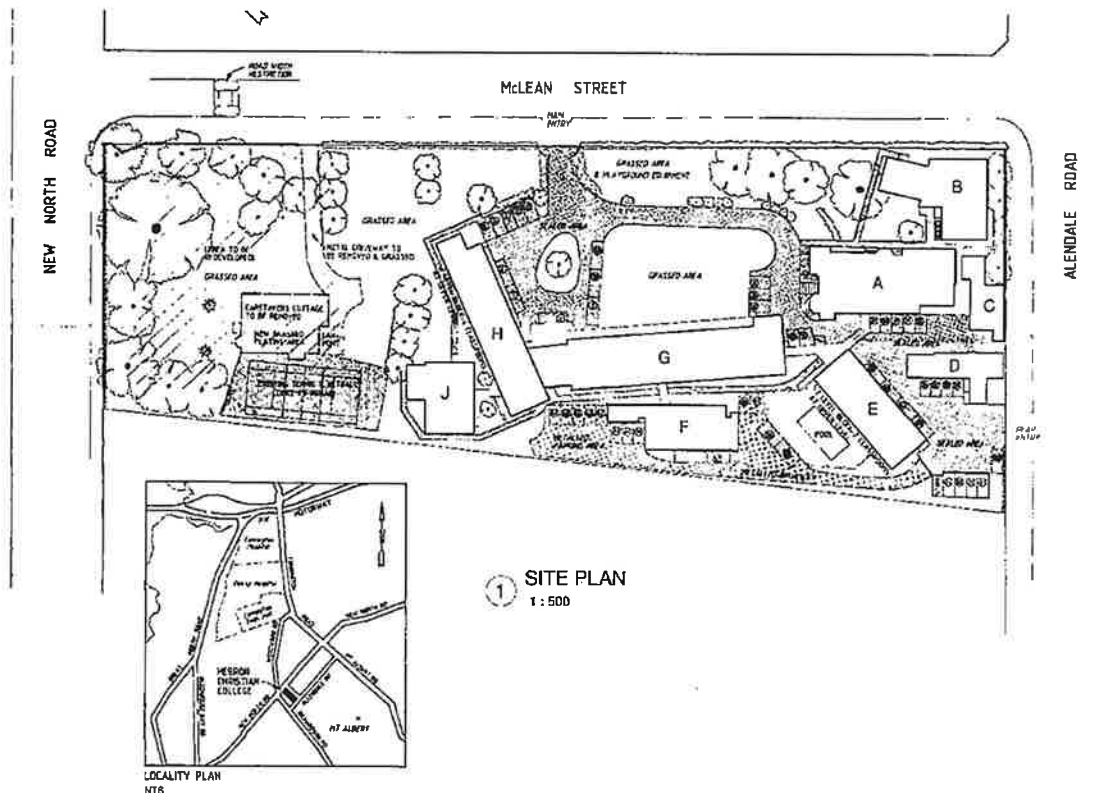
SCHEDULE 2: SCHOOL PREMISES

The site at 1-3 Maclean Street, Mt Albert (Figure 1) measures an area of 1.323 hectares and comprises: the main campus of the former Hebron Christian College, an evangelical theological institution, ancillary living accommodation for staff and students, an early children's centre and car parking spaces. The campus has been used as the Mt Albert campus of Elim Christian College since the closure of Hebron Christian College in 2016. There is a large grassed area in the northern part of the site which comprises a mix of landscaping, bushes and trees.

Vehicular and pedestrian access to the site is via Maclean Street

All that part of the Proprietor's land in Schedule 1 as outlined in **Yellow** on the annexed plan (which forms part of this Schedule 2) together with all the School buildings and other improvements.

Refer attached pdf Elim Christian College Mt Albert Campus 1 McLean Street Mt Albert Auckland 1025



SCHEDULE 3: WORKS

Based on the Supplementary Integration Agreement agreed September 2022 which increased the Maximum Roll of Elim Christian College Mt Albert campus to 470 there are no required Schedule 3 works.

Building / Area	Work to be carried out	To be completed by

SCHEDULE 4: MAINTENANCE FUNDING

Calculation of the Sum

1. The Sum will be calculated on or before 1 January of each year in accordance with the following formula:
 - (a) The depreciated value (or net carrying value) of the buildings comprising state schools as shown in the most recent Ministry of Education Annual Report (V) is multiplied by the Depreciation Rate (r).
 - (b) The figure thus obtained is divided by the total number of students enrolled in state schools as determined by the most recent actual rolls used for the purposes of operations funding in the year preceding that for which sum is being calculated (S), to give a per student amount.
 - (c) The per student amount is then multiplied by the number of students enrolled in the School as determined by the most recent actual roll used for the purposes of operations funding in the year preceding that for which the sum is being calculated (R) (which number must not exceed the maximum roll provided for in the Integration Agreement).
 - (d) Goods and Services Tax is then added to this figure (GST).

Paragraphs (a) to (d) are expressed in the following formula:

$$\frac{V \times r \times R}{S} + \text{GST} = \text{the Sum}$$

2. If it is not possible by 1 January in any year to calculate the Sum in accordance with clause 17 of this Agreement by using numbers and/or values from the immediately preceding year, the Sum shall be the Sum for that preceding year ("Deemed Sum").
3. If Clause 2 of this Schedule applies and if the Deemed Sum has been paid in whole or in part in accordance with Clause 17 of this Agreement the Minister shall calculate the Sum as soon as numbers and/or values are available for the preceding year in accordance with clause 1 (the sum so calculated being referred to as "the Revised Sum").
4. Subject to the provisions of Clause 5 of this Schedule, in the event that the Revised Sum is more than the Deemed Sum the Minister shall pay the amount of that difference. If the Deemed Sum is more than the Revised Sum the Proprietor shall pay to the Minister the amount of that difference. In either case the payment will be taken into account in the instalments of the Sum paid in accordance with Clause 18 of this Agreement.
5. If the Minister has in any year and for any reason paid the Proprietor more than the Proprietor is entitled to be paid under this Agreement, the Minister may at his or her election recover the overpayment by deducting it from any instalments of the Sum payable, in the current or any future year or years.

6. Where the Effective Date is later than 1 January then in the first year of the operation of this Agreement the Sum shall be deemed to be the amount of the remaining instalments of the Sum, calculated in accordance with this clause 1 of this Schedule for the whole year, payable for the period from the Effective Date to the end of that year

Schedule 5 Special Character

(The Elim Christian Church model of education differs from other Christian, non-Catholic, state integrated schools in so far as the model has the Church as the centre for activities and where possible would have the education facilities co-located with the Church.

The proposed Elim Christian College-Mt Albert will be established for Years 1-13 to provide for the educational needs of Christian families and present the message of the gospel to students and their community within the context of Biblical truth and practice as recognised by adherents of the evangelical Christian faith. The same Biblical truth and practice encourages a mission perspective. Parents and students are expected to support the Special Character of the School

The Special Character of the School is determined by the faith system made up of Christian beliefs, values and the lifestyle of the Elim Church of New Zealand Inc, which shall have the right to determine from time to time what is necessary to preserve and safeguard that Special Character.

The School is a caring community built on Christian beliefs which permeate all aspects of School life. These beliefs recognise God's purposes as revealed in the Scriptures and in the risen Lord Jesus Christ. They are dynamic and determine the purpose and content of the curriculum in a changing community.

These beliefs encompass all aspects of the School and permeate the mind and the heart of each member of the School community. It is expected that all staff members and members of the Board of Trustees will demonstrate unqualified commitment to the School's Special Character.

The object of the School is to pass onto students the truth that all creation is the subordinate of the Will of God as expressed in the Scriptures; that all trust finds its meaning and centre in God and that God gives purpose and hope to individuals as well as His creation by virtue of the redemptive work of Jesus Christ. It is the redemptive work of Jesus Christ communicated by the Holy Spirit operating in the human individual, that gives substance to intellectual, physical, spiritual, ethical, emotional, social and aesthetic development.

The curriculum, including all the New Zealand Curriculum Statements, is presented within a Christian world view. Such a view gives perspective and meaning to all learning in the School.

Implicit in the curriculum is the development of Christian ethical values. These values are the foundation for personal and social peace, just government, responsible citizenship, compassionate neighbourliness, wise parenting, and a responsible attitude to creation. Such biblical values also recognise that a life of self-renouncing love is one of liberty.
