

INTEGRATION DEED OF AGREEMENT

TE AUTE COLLEGE

THIS DEED is made the 11th day of October 1999.

BETWEEN The Te Aute Trust Board a Trust incorporated under the Charitable Trusts Act 1957 ("the Proprietor").

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

BACKGROUND

- A** The Proprietor is the owner of Te Aute College with the exception of those buildings and other improvements as delineated or shaded in yellow, orange and blue on the site plan annexed to the second schedule.
- B** The Minister and the Proprietor have agreed to the integration of Te Aute College pursuant to Section 7 (2) of the Private Schools Conditional Integration Act 1975 ("the Act").
- C** Te Aute College was founded in 1854 as a school for Maori children offering education with a Special Character and was incorporated within the authority of the Te Aute Trust by Act of Parliament in 1862. For most of its life it has operated mainly as a secondary school with an attached boarding establishment.
- D** The proprietor and the Crown (acting through the Minister of Education) entered into a Deed of Arrangement ("the Deed") on 1st October 1975 whereby the Proprietor agreed to set apart and appropriate the College land exclusively for the purposes of Te Aute College for a term of 21 years from the 1st February 1977. This Deed of Agreement replaces the Deed.

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

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| Agreement | 1 | The Minister and the Proprietor agree that Te Aute College ("the School") shall be an integrated secondary (co-educational) school pursuant to the Act for students from Form 3 to Form 7 as from the effective date (noted in clause 27). |
| Board of Trustees | 2 | The Board of Trustees shall be the controlling authority of the School and shall be constituted under Part IX of the Education Act 1989 ("the Board"). |
| Proprietors Land Premises | 3 | The Proprietor is the owner of all the land described in the First schedule hereto and the improvements thereon as shaded in green on the site plan annexed to the Second schedule ("the Proprietor's land"). |
| Integrated School Premises | 4 | The Integrated School premises for the purposes of the Deed of Agreement are the lands 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 the setting apart of all of the School premises identified on the plan attached and listed 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 use of the School premises and all chattels and other assets associated with the School. |
| School Proprietors use | 6 | At 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 Proprietor or other person or persons to pay a reasonable fee to the Board as a condition of such use. |

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School External use	7	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.
Proprietors' Debt	8	The Proprietor shall be responsible for all mortgages, liens and other charges upon the School premises.
Upgrading	9	The Ministry of Education shall plan, pay for, and execute the improvements to Buildings 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 required for comparable State Schools prevailing at the effective date of this Deed of Agreement. Such improvements, as detailed in the Third Schedule, shall be programmed for completion as part of the Ministry's New Works Programme and the Ministry's Deferred Works Programme
	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. Provided however that the obligatory nature of this clause shall not extend beyond the minimum standards required for state schools and if further work is to be done this is to be by agreement.
	11	The Proprietor shall be responsible for the operating and maintenance costs of the hostel buildings shaded in blue on the site plan and annexed to the Second schedule
	12	Buildings erected on the Board's land by the Ministry of Education shall not be removed by the Ministry without prior consultation with the Proprietor.
Proprietors	13 (a)	The Proprietor may own, control and maintain any lands, buildings, chattels

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- Property** 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.
- Shared Use** (b) As long as the Proprietors and the Board share a common meter for electricity, both shall contribute to the costs according to their respective use. Similarly, costs for shared services including stormwater, sewer, water and heating will be apportioned according to use.
- Insurance** 14(a) The Proprietor shall insure any buildings they own that form part of the School premises and the Proprietor's chattels owned or held upon trust for the purposes of the School and other assets owned by the Proprietor for the purpose 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.
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- (b) The Proprietor shall be responsible for insuring the hostel buildings.
- Future Maintenance** 15 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** 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 the School land 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 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.
- Special Character** 18(a) The School's Special Character as hereinafter described, shall incorporate education with a Special Character as provided in the School AND IT IS

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Agreement

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.

- (b) The Proprietors, who are the Trustees of Te Aute Trust, are appointed by Te Pihopatanga o Aotearoa on behalf of General Synod of the Anglican Church in Aotearoa, New Zealand and Polynesia (Te Hahi Mihinare ki Aotearoa Ki Niu Tirenī ki Nga Moutere o Te Moana Nui a Kiwa).
- (c) The statement of Special Character is expressed in Maori and English and the parties agree that the Maori and English statements have the same meaning.

Special Character Definition

- 19 Ma enei e whai ake nei e whakatau te ahuatanga motuhake o Te Kareti o Te Aute
 - (a) **To tatou to te iwi tino rangatiratanga**
 Notema he Maori tatou, he taonga tino whakahirahira to tatou reo me nga tikanga ki a tatou a, na enei i whakatomai te katoa o to tatou uho hei whare wananga he marae tona turangawaewae.
 Uru katoa a tatou tikanga Maori puta noa i to tatou oranga tonu hei Kareti.
 - (b) **Ko to tatou whakawhanaungatanga Ki te Hahi Mihingare o Aotearoa**
 Na te mahana o te mahi honongatahi i taea ai e matou te toko me te whakaharatau to matou whakapono Karaitiana i roto i te taiao whakaritenga ngakau kotahi.
 - (c) **To matou taiao akoranga mo te rua tekau ma wha haora**
 Na tenei i whakawhiwhi he taiao akoranga ahurei whanui, he whakatika a – papori, a – iwi, a – tinana, a – hinengaro hoki, i a tatou mo te ao whanui.

The special character of Te Aute College is determined by:

- (a) **Our tino rangitiratanga as a people:**

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As Maori, our language and tikanga are very important to us and they underline our whole essence as a marae-based learning institution. Our culture permeates our very existence as a College.

(b) Our affiliation with the Anglican Church of Aotearoa:

Within a warm working relationship, we are able to promote and practice our Christian faith in an environment that is mutually compatible.

(c) Our 24 hour learning environment:

This provides a uniquely holistic learning environment where we are socially, culturally, physically and psychologically prepared for the outside world.

Proprietor's

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The Proprietor shall, subject to the provisions of this Agreement.

Rights

- (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 jeopardized or the education with such Special Character so provided is no longer preserved and safeguarded.

School Roll

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The School had a roll of 145 students in Form 3 to Form 7 at the first day of March 1998. It is agreed, as provided for in Section 7 (6) (g) of the Act, that the maximum roll of the School shall be 240.

**Enrolment
Preferences**

22 (a)

A preference of enrolment at Te Aute College under Section 29 (1) of the Act shall be given to students whose parents or caregivers have established a particular or general connection with Te Aute through membership of, or affiliation with, the Anglican Church or a general connection with the Special Character of Te Aute through belonging to other Christian Churches having a

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similar biblical basis of faith and doctrine. The Board shall not give preference of enrolment to the parents of any student unless the Proprietor concurs that those parents have established a particular or general connection with the Special Character of Te Aute 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 students whose parents do not have preference of enrolment at Te Aute in accordance with the provisions of Section 29 (1) of the Act shall be limited to 10% of the maximum roll of the School.

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| Access to School | 23 | The Proprietor together with its 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 | 24 | 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 recognize a responsibility to maintain and preserve the Special Character of the School. |
| Chaplain | 25 | Religious Instruction 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) of the Act shall apply. |
| Staffing Tagged | 26 | The Board, in accordance with Section 65 (1) (c), may designate up to two teaching positions at the school as positions of importance carrying responsibility for religious instruction. Advertisements for these positions shall state that a willingness and ability to take part in religious instruction |

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appropriate to the Special Character of the school shall be a condition of appointment. Such an advertisement may also state that a willingness and ability to uphold the Special Character shall be a condition of the appointment.

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| Attendance Dues | 27 | The Proprietor may enter into agreements with either the parents or other persons accepting responsibility for the education of students at the School provided as a condition of the enrolment and attendance of each student 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. |
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| Date | 29 | The effective date of integration pursuant to this Deed of Agreement shall be the 14 th day of October 1999. |
| | 30 | On and after the effective date specified in this Deed of Agreement the school shall be an Integrated Secondary 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)
Te Aute College Trust Board)
Was hereunto affixed in the)
Presence of :



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SIGNED by

Senior Manager
National Operations
Ministry of Education

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Pursuant to authority delegated by the
Minister of Education acting on behalf of
HER MAJESTY THE QUEEN in the presence of

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~~Warren Henson~~

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FIRST SCHEDULE

Description of total land which comprise the Proprietor's land on which the school premises form part.

THE PROPRIETOR'S LAND

All that land, owned by the Te Aute Trust Board, and being particularly described as follows and delineated in red on the Certificate of Title (CT J3/693) attached hereto.

~~All that parcel of land containing 308.3051 hectares more or less situate in Lot 28 and Part Lot 29 Deposited Plan 4416 of the Land Registration District of Hawkes Bay, Certificate of Title Document No. J3/693.~~

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SECOND SCHEDULE

Description of land, building 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 green on the annexed site plan of the Proprietors land, which forms part of this schedule, TOGETHER WITH all the Ministry of Education owned buildings and other improvements thereon delineated or shaded in yellow ~~SAVE AND EXCEPT those buildings shaded in green and orange on the annexed plan.~~

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THIRD SCHEDULE

TE AUTE

Work to be carried out by the Proprietor in relation to the Integrated School.

NIL

Note:

- 1 The Ministry of Education acknowledges that the following work is to be undertaken at the Ministry's expense. This work will be programmed for completion as part of the Ministry's New Works Programme:

<i>Female Toilets to Code</i>	}	
<i>Art and Craft Room Upgrade</i>	}	<i>As detailed in clause 9</i>
<i>Wharenuī Ablutions</i>	}	
<i>Water Supply Upgrade</i>	}	

- 2 The Ministry of Education acknowledges that the following work is to be undertaken at the Ministry's expense. This work is programmed for completion as part of the Ministry's Deferred Works Programme:

<i>Seal Chapel Road</i>	}	<i>As funds permit</i>
<i>Seal Access Road to Houses</i>	}	
<i>Kiln Shed - Redecoration</i>	}	

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