

## DEED OF INTEGRATION AGREEMENT

THIS DEED OF AGREEMENT is made on the 30<sup>th</sup> day of August Two Thousand and Eighteen

BETWEEN HER MAJESTY THE QUEEN IN RIGHT OF NEW ZEALAND acting by and through the **Minister of Education** (“the Minister”)

AND TE RŪNANGA O TŪRANGANUI Ā KIWA (“the Proprietor”)

### WHEREAS:

- A** The Proprietor intends to establish and integrate **Tūranga Tangata Rite, Gisborne** (“the School”).
- B** The School is to be a co-educational state integrated for students from Year 9 to Year 11 offering education with a special character.
- C** The Minister and the Proprietor (“**the Parties**”) have agreed to enter into this Deed of Agreement pursuant to the Education Act 1989 (“**the Act**”), whereby the School is to be established as a state integrated school.
- D** The Proprietor owns the Land described in the Second Schedule to this Deed.

### Definitions

In this Deed of Agreement, words used in the Act bear the meaning given there and the parties additionally agree as follows unless the context requires otherwise:

- “Board of Trustees” means the Board of Trustees of the School;
- “Effective Date” shall be the date that this agreement is countersigned by the Minister;
- “Act” means the Education Act 1989 and all amendments or any Act passed in amendment or substitution;

- “Minister” includes the current and all future Ministers of Education, or any Minister of the Crown who, under the authority of any warrant or with the authority of the Prime Minister, is responsible for the administration of Part 33 of the Education Act 1989;
- “School” means **Tūranga Tangata Rite, Gisborne.**

**THE PARTIES AGREE** as follows:

1. **THE** School is to be established as a state integrated school pursuant to the Act.
2. **THE** School’s special character, as described in this Agreement, shall incorporate the education with a special character as provided in the School, and the School shall at all times be conducted and operated so as to maintain and preserve the special character.
3. **ON** behalf of the Proprietor it is agreed that:-
  - (a) The Proprietor is the owner of all the land and improvements more particularly described in the **First Schedule (“The Proprietor’s land”)** of which the School premises form part. The School premises for the purposes of this Deed of Agreement being the land and improvements more particularly described in the **Second Schedule (“the School premises”)**.
  - (b) The Proprietor will undertake and have completed the works as specified in the Third Schedule.
  - (c) The Proprietor must ensure the Board of Trustees has the exclusive right to the possession and use of the School premises and chattels:

**PROVIDED THAT**

- (i) With the consent of the Proprietor, the Board of Trustees may, subject to section 456 of the Act, grant the use of the School premises and chattels to any other person or persons at any time when the School premises and chattels are not required for School purposes and the Proprietor will not unreasonably or arbitrarily withhold consent. The Board of Trustees may require any such person or persons to pay a reasonable fee to the Board of Trustees as a condition of such use.
  
- (d) The Proprietor must accept and meet the liability for all mortgages, liens and other charges upon the School premises.
  
- (e) The Proprietor must plan, execute and pay for such capital works and associated facilities at the School as may be approved or required, from time to time, by the Minister pursuant to section 456(2)(d) of the Act.
  
- (f) The Proprietor may own, hold upon trust, or lease and control and maintain, any land, buildings and associated facilities that, although not part of the School premises are regarded by the Proprietor as appropriate to maintain the special character of the School.
  
- (g) The Proprietor must insure all 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 other assets owned by the Proprietor for the purposes of the School. These must be insured against risks normally insured against and the insurance must be with a reputable insurance office. The Proprietor further acknowledges the obligation created by section 456(2)(h) of the Act and will meet it.
  
- (h) No person employed at the School and paid in whole or in part out of money appropriated by Parliament, may also be paid by the Proprietor or its servants or agents, any remuneration additional to that provided for by the Act or be granted or permitted any condition of service more

favourable than that permitted in the case of a person employed in a non-integrated state school.

4. **THE** School premises are subject to the mortgages, debts, liens, encumbrances, easements, licences, restrictions and other matters that affect the title to or enjoyment of the land, and have the appurtenances or benefits attached to the land, more particularly described in the **First Schedule**.
5. **THE** special character of the School is based on:
  - the principles of tikanga ā iwi through an emphasis on the teaching and learning of traditions and customs of ngā iwi o Tūranga: Rongowhakaata, Ngāi Tāmanuhiri and Te Aitanga ā Māhaki.

In giving effect to the special character the school will:

- provide education that is developed and delivered for iwi by iwi; and
  - have a shared education vision, with whānau, hapū and iwi working together to bring it to reality.
6. **THEY** acknowledge the Proprietor, subject to the provisions of this Deed of Agreement:
    - (a) Continues to have the responsibility to supervise the maintenance and preservation of the education with a special character provided by the School and to determine what is necessary to preserve and safeguard it;
    - (b) May invoke the powers conferred upon it by the Act, if in the opinion of the Proprietor the special character of the School has been or is likely to be jeopardised.

7. **THEY** acknowledge that the Board of Trustees
  - (a) is required under section 440(4) of the Act, to make provision for adequate consultation with the Proprietor, in terms of the Proprietor's rights and responsibilities under the Act.
  - (b) will be deemed to have been dissolved upon cancellation of this Deed of Agreement or closure of the school under the Act.
8. The maximum roll of the School will be **56** students. Any increase in roll will be subject to a supplementary agreement.
9. **THAT** pursuant to paragraph (d) of Clause 3 of this Deed of Agreement the Proprietor will bring the School up to the minimum standard of accommodation laid down from time to time by the Secretary for Education for a comparable non-integrated state school.
10. (a) **PREFERENCE** of enrolment at the School under section 442 of the Act must be given only to those children whose parents, in the Proprietor's opinion, have established an affiliation with the kaupapa of the School. Both parties express their common understanding and mutual expectation that the Board of Trustees will conduct enrolment procedures in accordance with section 442 of the Act.
  - (b) **IN** accordance with section 422(1)(f) of the Act the number of students who do not have a preference of enrolment at the School shall be zero.
11. **AS** the tikanga of this School will include aspects of taha wairua these observances and teachings will form part of the general school programme in accordance with section 444 of the Act.

12. **THE** Proprietor, together with its servants, agents and licensees must under section 456(2)(i), and subject to the proviso in section 459 of the Act, have at all reasonable times access to the School to ensure that the special character of the School is being maintained.
13. **THE** Proprietor, together with its servants, agents and licensees, must have at all reasonable times access to the School premises sufficient to enable them to exercise the powers and carry out the responsibilities vested in them by the Act and by this Deed of Agreement.
14. **AN** advertisement for the position of Principal of the School must in accordance with section 464(a) of the Act state that a willingness and an ability to take part in the observances and teachings that form part of the general school programme that reflect the special character of the School is a condition of appointment.
15. **DESPITE** anything contained in this Deed of Agreement, Part 31 of the Act applies to any person employed in a teaching position at the school.
16. **THE** Proprietor may enter into an agreement with the parents or other persons accepting responsibility for the education of a child providing that, as a condition of enrolment and attendance of that child at the School, the parents or other persons must pay attendance dues established in respect of the School owned by the Proprietor. These will be at such rates and subject to such conditions as may be approved from time to time by the Minister, by notice in the New Zealand Gazette in accordance with Section 447 of the Act.
17. **THE** School is a co-educational secondary school for Years 9 to Year 11.
18. **WHERE** any of the operational costs associated with the conduct of the Proprietor's land and buildings that are not part of the School premises cannot be separated from the costs associated with the operation of the School premises, the Proprietor may make arrangements with the Board of Trustees

for the sharing of such operational costs according to their respective use of the services and facilities.

19. **THE** Proprietor will not assign, nor take any steps in preparation of an assignment of, all or any of its obligations under this Deed of Agreement unless they have first obtained the prior written consent of the Minister.
20. **THE** Proprietor is not an agent of the Minister or of the Ministry of Education and may not represent itself otherwise.
21. **THEY** will act in good faith to each other in respect of any dealings or matters under or in connection with the Act or this Deed of Agreement.
22. **ON** and after the effective date the School will be a state integrated school in terms of the Act.
23. **ALL** notices that are required to be sent under this Deed of Agreement must be in writing and sent to the address for notifications in accordance with the following subclauses unless otherwise agreed in writing between parties
  - (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.
  - (b) All notices to be sent to the Proprietor must be sent to Te Rūnanga o Tūrangānui ā Kiwa, Ngā Wai E Rua, Cnr Lowe Street and Reads Quay, Tūrangānui ā Kiwa.

## **EXECUTION**

**SIGNED this** \_\_30th\_\_ day of \_\_August\_\_ Two Thousand and Eighteen\_\_\_\_ (20\_18\_) by

### **TE RŪNANGA O TŪRANGANUI Ā KIWA** (Signatures)

Moera Brown

Co Chairperson

Rongwhakaata

Matene Blandford

Co Chairperson

Ngai Tamanuhiri

Pehimana Brown

Co Chairperson

Te Aitanga a Mahaki

[insert if appropriate] and sealed with their Seal of Office in the presence of:

Signature:

Name:

Occupation:

Ordinary place of residence:

(town/city)

**SIGNED this** \_\_30<sup>th</sup>\_\_ day of \_\_August\_\_\_\_ Two Thousand and Eighteen\_\_\_\_ (2018\_) for and on behalf of

**HER MAJESTY THE QUEEN IN RIGHT OF NEW ZEALAND** by

**HONOURABLE CHRIS HIPKINS**

(Signature)

Minister of Education, Wellington,  
in the presence of:-

Signature:

Name:

Occupation:

Ordinary place of residence:

(town/city)



## **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 **TE RŪNANGA O TŪRANGANUI Ā KIWA** situated at Kahutia and Bright Streets in Gisborne being known as, **Tūranga Tangata Rite** and being more particularly described as follows and delineated in green on the plan forming part of the **Second Schedule**.

Lot 70 DP 1357

Lot 71 DP 1357

Lot 72 DP 1357

Lot 73 DP 1357

Lot 74 DP 1357

Lot 75 DP 1357

Lot 76 DP 1357

Lot 77 DP 1357

Lot 78 DP 1357

154 Kahutia Street, Gisborne.

## **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**, 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.

Through agreement access could occur to other off site options such as a 500 hectare training farm, a horticulture block with shade and plastic houses, an outreach farming and outdoor experiences site in Waingake and a proposed apiculture site (bee keeping).

In reference to the THIRD SCHEDULE "Site and buildings (long term plan)" further additional land and buildings are to be included in the FIRST and SECOND SCHEDULES once the extent of the long term plan has being agreed through a supplementary agreement.

## **THIRD SCHEDULE**

### **Works to be carried out by the Proprietor in relation to the 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, and constructed to meet minimum standards of a comparable state school. All work is to be carried out by a competent tradesperson in a workmanlike manner to comply with all the relevant New Zealand building codes, statutory requirements, and Territorial Local Authority and Ministry of Education standards.

### **Tūranga Tangata Rite, Gisborne - Site works to be completed**

Works to be carried out by the proprietor in relation to the buildings and associated facilities to bring them up to minimum standard.

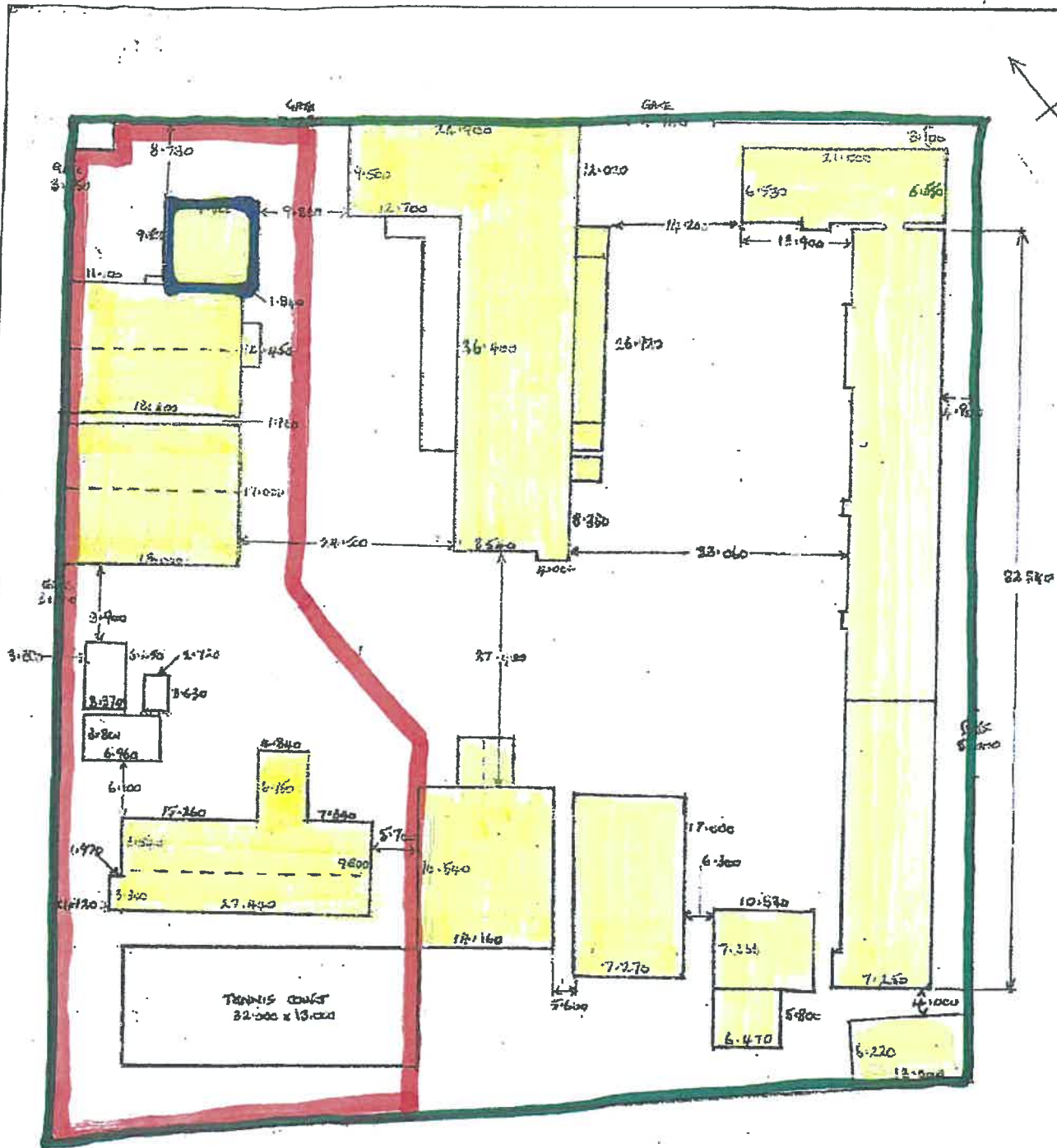
The Proprietor should engage a consultant familiar with education requirements to access the subject site and building(s), to determine / confirm the extent of remediation work that is required to comply with Ministry design requirements as outlined above for the “Site and buildings (short term plan)”, and the extent of development work (new and existing remediation) for the “Site and buildings (long term plan” agreed solution. This should outline the scope of work proposed to bring facilities up to standard, the proposed layout and an assessment of cost (by a registered Quantity Surveyor).

### **Site and buildings (short term plan)**

Site	Ensure health and safety is maintained during the build project. This should include temporary fencing and toilet facilities.
Buildings	Upgrade and expand temporary facilities to Ministry standards and to accommodate roll. Four temporary classrooms plus administration / resource area is required.
Other	Develop a plan in partnership with the Ministry to decant students while building work is undertaken.

## Site and buildings (long term plan)

Site	All sheds / outbuildings and structures including raised concrete pad and block wall are to be removed within the proposed integrated area.		
	Some grassed area to be installed where the northern sheds are removed, otherwise affected areas to be made good with tarseal or grass (if off the play court).		
	Ensure sufficient integrated area for the number of students as per Ministry guidelines in the School Property Guide.		
	The integrated area of the site will need to be fenced adequately.		
Buildings (existing)	The 305 sqm building proposed to be integrated is to be upgraded and modified which includes opening up the gymnasium to the southern side of the site, with access / deck looking over the existing play court.		
	Confirm building has a certified fire alarm and a security system.		
	An accessible toilet, and four student toilets should be provided (2 for each sex).		
	Teaching spaces are to comply with Ministry requirements (including structural and other health and safety).		
Buildings (new and existing)	For the maximum roll of 56 students additional new and / or upgraded space is required to be established as per the School Property Guide to meet all Ministry design and constructional requirements:		
	<b>Area</b>	<b>sqm</b>	<b>Note</b>
	Classroom area	271	4 teaching spaces
	Gymnasium area	171	
	Library area	79	
	Administration area	172	
	Resource area	195	
	Hall / multi-purpose area	67	
	Total (net sqm)	955	
	Total (gross sqm)	1241	
Other	Through agreement access could include the wider education and recreational facilities located on Te Whare Wananga Ko Matatuahi including whare matauranga, art room, on site aquaculture facility and computer suites.  If agreement is not reached the proprietor will need to ensure students have access to facilities that enable full delivery of the curriculum.		



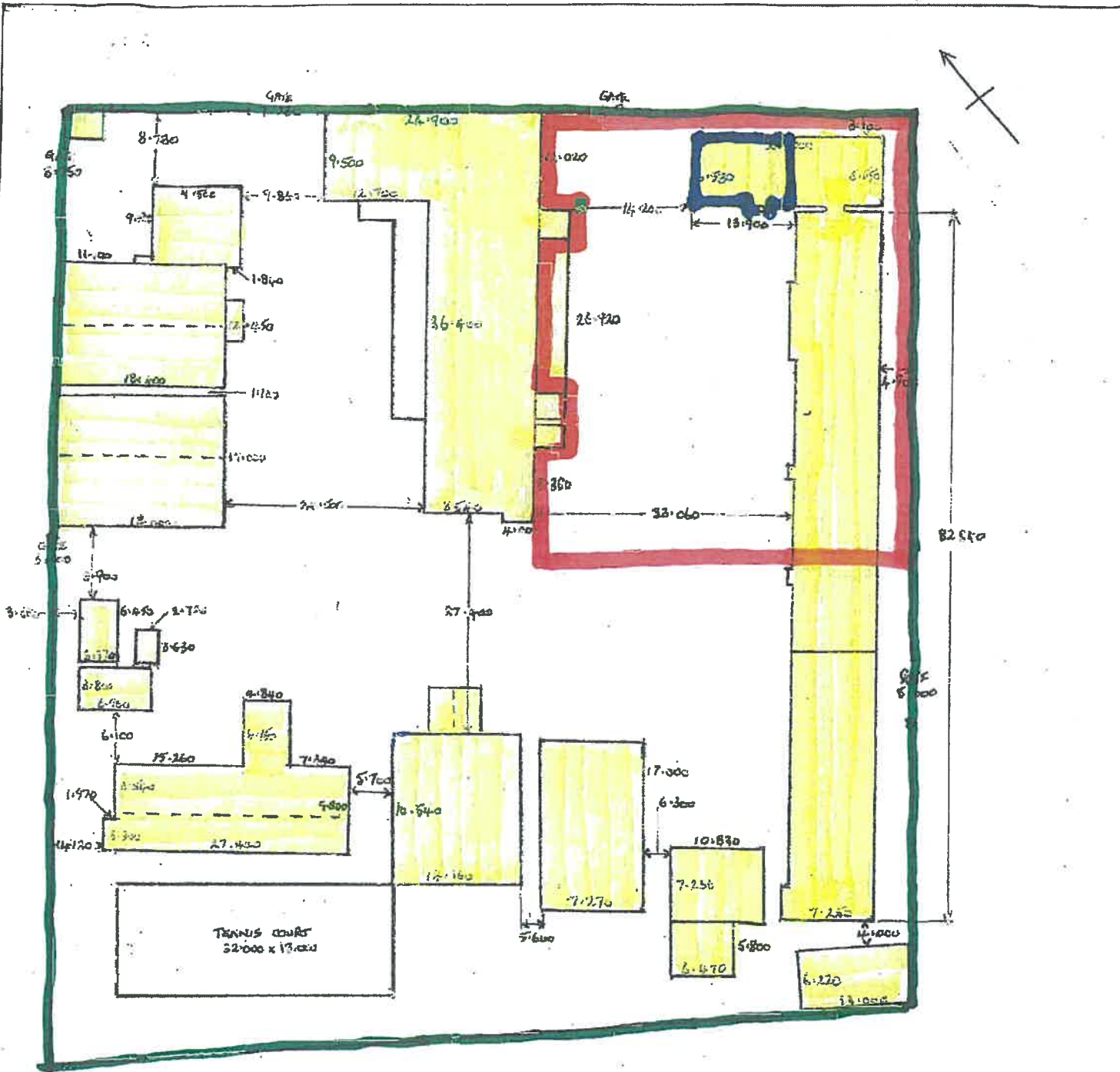
- 1: All measurements are building to building i.e. decks not included.
- 2: Not to scale.

— Proprietors Land  
 — Integrated Land

— Non-integrated building

Site and buildings (long term plan)

TŪRANGA ARARAU



- 1: All measurements are building to building i.e. decks not included.
- 2: Not to scale.

— Proprietor's Land  
— Integrated Land  
— Non-integrated building  
 Site and buildings (short term plan)  
**TURANGA ARARAU**