

1976/175



**THE PRIVATE SCHOOLS CONDITIONAL INTEGRATION
AGREEMENT REGULATIONS 1976**

DENIS BLUNDELL, Governor-General

ORDER IN COUNCIL

At the Government Buildings at Wellington this 21st day of June 1976

Present:

THE HON. J. B. GORDON PRESIDING IN COUNCIL

PURSUANT to the Private Schools Conditional Integration Act 1975, His Excellency the Governor-General, acting by and with the advice and consent of the Executive Council, hereby makes the following regulations.

REGULATIONS

1. Title and commencement—(1) These regulations may be cited as the Private Schools Conditional Integration Agreement Regulations 1976.

(2) These regulations shall come into force on the date to be appointed for the commencement of sections 7 and 82 of the Private Schools Conditional Integration Act 1975 by the Governor-General by Order in Council, or if different dates are so prescribed for the commencement of those sections on the later of those dates.

2. Form of integration agreement—Every integration agreement entered into by the Minister pursuant to section 7 of the Private Schools Conditional Integration Act 1975 shall be in a form similar to that set out in the Schedule to these regulations.

3. Interpretation of integration agreement—(1) In the construction and interpretation of an agreement made pursuant to these regulations, unless the context otherwise requires, all words and expressions defined in the Private Schools Conditional Integration Act 1975, and (except as provided in section 2 (1) of that Act) all words and expressions defined in the Education Act 1964, shall in the said agreement have the meanings so defined.

(2) Any agreement made pursuant to these regulations shall be construed and interpreted in New Zealand solely according to the law of New Zealand.

Reg. 2

SCHEDULE

FORM OF INTEGRATION AGREEMENT

(The following should be used as a guide only, and items may be varied or, as the case may be, may be added or omitted in order to meet the circumstances of the particular school if the variations, additions, or omissions do not produce terms and conditions relating to the integration of the school that are contrary to the express provisions of the Private Schools Conditional Integration Act 1975.)

THIS DEED is made the day of 19..... between [*Name the Proprietor*] being the Proprietor of [*Name and location of school*], the said Proprietor being a body corporate in terms of [*Specify method of incorporation*] (*and having its registered office at*) (hereinafter together with its successors and assigns called the Proprietor) of the first part and HER MAJESTY THE QUEEN acting by and through the Minister of Education (hereinafter called the Minister) of the second part:

WHEREAS the Minister and the Proprietor of school have pursuant to section 7 (2) of the Private Schools Conditional Integration Act 1975 agreed to enter into this deed of agreement whereby the said school is to be established as an integrated school.

NOW THIS DEED WITNESSETH that it is hereby covenanted, agreed, and declared by and between the parties hereto as follows:

1. That the Minister and the Proprietor hereby agree that the said school is to become an integrated school under the Private Schools Conditional Integration Act 1975.

2. On behalf of the Proprietor it is hereby agreed that—

(a) The Proprietor owns or holds upon trust the land and buildings hereinafter described, which constitute the premises of the said school.

[Here insert or insert into a schedule to this agreement a legal description of the land including, if it is under the Land Transfer Act 1952, a reference to the Certificate of Title or if it is registered under the Deeds Registration Act 1908 a reference to the details of that registration, or if the title is constituted by an Order of the Maori Land Court, a reference to the name of the Block and the date of the Court Order.]

NOTE:

(i) *In all cases there must be annexed to the integration agreement a plan of the land concerned showing its extent and boundaries and all buildings thereon:*

(ii) *If the land is registered under the Land Transfer Act 1952 or under some other enactment but portion only of the land is to constitute the premises of the school, this must be specified in the agreement and the plan as aforesaid must clearly delineate how much of the land is so affected:*

SCHEDULE—*continued*

(iii) *If any building on the land does not constitute part of the premises of the school, this must be specified in the agreement and clearly marked on the map as aforesaid:*

(iv) *If any part of any building situated on the aforesaid land does not constitute part of the premises of the school, this must be specified in the agreement and there must be annexed to the integration agreement floor plans in sufficient detail to indicate clearly how much of the said building is part of the premises of the school and how much is not:*

(v) *The Proprietor may at his option annex to the agreement a list of chattels of which he is the owner or which are held by him on trust and which are associated with the school.*

- (b) The Proprietor shall set apart and appropriate as owner or upon trust all the land and buildings hereinbefore described as constituting the school premises and all chattels and other assets associated with the school premises exclusively for the purposes of school as an integrated school so that the controlling authority of the school shall have exclusive right to the possession and use of the said land, buildings, and chattels:

Provided that [Here insert details of any provision for the use of the school buildings and associated facilities for non-school purposes; it is important that this provision specifies which authority or authorities may grant such use, any restrictions on such use, and the disposal of any income from such use.]

- (c) The Proprietor shall accept and meet the liability for all mortgages, liens, and other charges upon the said land and buildings.

- (d) The Proprietor shall plan, pay for, and execute over a period of from the effective date of this agreement the following improvements to the buildings and associated facilities of school to bring the said buildings and associated facilities up to the minimum standard for comparable State schools prevailing at the effective date of the agreement.

[Here specify or specify in a schedule to this agreement the nature of the improvements.]

- (e) 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 Private Schools Conditional Integration Act 1975.

- (f) The Proprietor may own or hold upon trust, and control and maintain, any land, buildings, and associated facilities that, although not part of the integrated school in terms of this agreement, are regarded by the Proprietors as appropriate to maintain the special character of the school.

- (g) The Proprietor shall insure all the buildings, chattels, and other assets owned or held upon trust by the Proprietor for the

SCHEDULE—continued

purposes of the school against risks normally insured against, in some responsible insurance office in New Zealand, and further acknowledges the obligation on him created by section 40 (2) (h) of the Private Schools Conditional Integration Act 1975.

- (h) No person employed at the school and paid for his services in whole or in part out of money appropriated by Parliament shall be paid by the Proprietor or his servants or agents any remuneration additional to that provided for by the Private Schools Conditional Integration Act 1975 or shall be granted or permitted any condition of service more favourable than that permitted in the case of a person employed in a State school.

3. The land and buildings specified in clause 2 of this agreement are the subject of the following mortgages, liens, encumbrances, easements, licences, restrictions, and other matters which affect the title to or enjoyment of the land and have the following appurtenances or benefits attaching to the land:

[Here specify or specify in a schedule to this agreement any such matters not specified elsewhere in this agreement.]

4. The parties hereto accept and agree that the school was originally established to provide and continue to provide education with a special character, that is to say,

[Here specify the nature of the education with a special character provided by the school, including any significant changes in that nature since the school was originally established.]

5. (1) *[Specify the controlling authority including, in the case of a secondary, composite, or special school, any specific provisions relating to the constitution of that controlling authority that may be agreed between the parties to this agreement.]*

(2) Any election conducted pursuant to section 8 (5) of the Private Schools Conditional Integration Act 1975 shall be conducted as nearly as possible in the manner prescribed by the Secondary School Boards Administration and Employment Regulations 1965* and any regulations made in amendment thereof or in substitution therefor, and the provisions of those regulations shall, with any necessary modifications, be applied accordingly.

6. The school had a roll of pupils (*at 30 September in the case of a primary school*) (*at 1 March in the case of a secondary school*) in the year in which the roll figures were last compiled [*State the year*]. (*In any case where there is potential significant variation in future numbers of pupils offering for enrolment, roll projections for such period as may be agreed between the Minister and the Proprietors should be shown here.*) It is agreed by the parties hereto that the maximum roll of school shall be pupils (*by 30 September 19..... in the case of a primary school*) (*by 1 March 19..... in the case of a secondary school*). The Proprietors agree that pursuant to paragraphs

SCHEDULE—*continued*

(d) and (e) of clause 2 of this agreement, they will bring the school up to the standard of accommodation established from time to time by the Director-General for a comparable State school.

7. Unless the Proprietor otherwise agrees and subject to places being available, the number of pupils whose parents do not have preference of enrolment under the provisions of section 29 of the Private Schools Conditional Integration Act 1975 shall be limited to pupils, and the controlling authority of school shall not enrol more than this number.

8. It being agreed by the parties hereto that religious observances and religious instruction form part of the education with a special character provided by the school, these said religious observances and religious instruction shall continue to form part of the school programme in the manner following. [*Here set out the general character of the religious observances and religious instruction.*]

9. The Proprietor, together with its servants, agents, and licensees, shall, subject to the proviso to section 40 (2) (i) of the Private Schools Conditional Integration Act 1975, have at all reasonable times access to the school to ensure that the special character of the school is being maintained.

10. The Proprietor together with its servants, agents, and licensees, shall have at all reasonable times access to the land and buildings of the school sufficient to enable it to exercise the powers and carry out the responsibilities vested in it and imposed on it by the Private Schools Conditional Integration Act 1975 and by this agreement.

11. An advertisement for the position of principal of school shall state that a willingness and ability to take part in religious instruction appropriate to the said school shall be a condition of appointment.

12. There shall be a position at school to be designated Director of Religious Studies, which position shall be part of the normal staffing entitlement of the school as established by regulations made under the Education Act 1964, and an advertisement for that position shall state that a willingness and ability to take part in religious instruction appropriate to the said school shall be a condition of appointment.

13. A person appointed as aforesaid to the position of Director of Religious Studies at school shall undertake such teaching duties as may be required of him by the Principal of the school.

NOTE: In some cases it may be agreed between the Minister and the Proprietors that there should be a specification of the duties of a Director of Religious Studies. In such cases the agreed specification should be set out here.

14. teaching positions in school shall be designated by the controlling authority as positions of importance carrying a responsibility for religious instruction, and an advertisement for any

SCHEDULE—*continued*

such position shall state that a willingness and ability to take part in such religious instruction appropriate to the said school shall be a condition of appointment.

15. The controlling authority of school, which is a school providing primary education, being entitled to designate a teaching position in that school as Senior Teacher, Junior Classes, an advertisement for that position shall state that a willingness and ability to take part in religious instruction appropriate to the said school shall be a condition of appointment.

16. The following teaching positions in school, namely and, being positions established pursuant to section 66 of the Private Schools Conditional Integration Act 1975 and requiring particular capabilities in the teacher appointed, an advertisement for each such position shall state that possession of these particular capabilities by an applicant shall be a condition of appointment.

17. [*If, pursuant to section 36 of the Private Schools Conditional Integration Act 1975, the Proprietors are to be permitted to charge attendance dues, this should be stated here.*]

18. The following variations from standard patterns of organisation are approved in respect of school. [*Here describe, or describe in a schedule to this agreement, the nature of these variations.*]

19. The School Committee of school shall consist of persons, which number shall include the member appointed by the Proprietor pursuant to section 26 (1) of the Private Schools Conditional Integration Act 1975.

20. [*Specify the arrangements for the provision of hostel accommodation, if any, for pupils.*]

21. Where any of the costs associated with the conduct of the hostel or with any other part of the school that is not part of the school premises for the purposes of this agreement cannot be separated from the costs associated with the operation of the school premises, the Proprietor and the controlling authority shall agree on a fair and reasonable apportionment of such costs.

22. The school, being a school that provides education up to the level of (*Standard*) (*Form*), (*may*) (*may not*) be designated pursuant to section 74 or section 86 of the Education Act 1964 to be a contributing school.

23. The following obligations and commitments are acknowledged by the Proprietors for the purposes of subsection (2) of section 78 of the Private Schools Conditional Integration Act 1975.

[*Here or in a schedule to this agreement insert details.*]

24. [*Here or in a schedule to this agreement insert details of any housing, including details of terms and conditions of occupancy, that may be provided by the Minister for occupation by a teacher or teachers at the school.*]

SCHEDULE—*continued*

25. The effective date of this agreement shall be the day
of 19.....

26. On and after the effective date specified in this 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 PROPRIETOR of }
..... School }
was hereto set and affixed }
in the presence of }

..... Witness.
..... Address.
..... Occupation.

SIGNED FOR AND ON BEHALF OF
HER MAJESTY THE QUEEN BY

..... MINISTER OF EDUCATION
in the presence of:

..... Witness.
..... Address.
..... Occupation.

P. G. MILLEN,
Clerk of the Executive Council.

EXPLANATORY NOTE

*This note is not part of the regulations, but is intended to indicate their
general effect.*

These regulations prescribe the form of integration agreement, and make
provision for the interpretation of integration agreements.

Issued under the authority of the Regulations Act 1936.
Date of notification in *Gazette*: 24 June 1976.

These regulations are administered in the Department of Education.