

INTEGRATION DEED OF AGREEMENT

THIS DEED is made the 29th day of September 1999

BETWEEN **The Kings Christian School Trust Board** a charitable entity 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 the Canterbury Christian College ("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 established in 1996 as a non denominational, co-educational, Christian school by the amalgamation of two Schools, Kings Christian School and Avon Christian College. Currently it is registered as a Year 1 - 13 Primary and Secondary School for girls and boys offering education with a Special Character.



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

Agreement

1. The Minister and the Proprietor agree that the School is to become an integrated co-educational composite school catering for Year 1 – 13 pursuant to the Act.

Board of Trustees

2. The Board of Trustees shall be the controlling authority of the School and shall be constituted pursuant Part IX of the Education Act 1989 ('the Board').

Proprietor's land Premises


3. The Proprietor is the owner of all the land described in the **First Schedule** hereto and the improvements thereon ('the Proprietor's land').

Integrated School Premises

4. The Integrated School premises for the purposes of this Deed of Agreement are the land and improvements more particularly described in the **Second Schedule** and as hereinafter referred to as ('the School premises').

Use of School Premises

5. 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 of the Integrated School shall have the exclusive right of possession and use of the School premises and all chattels and other assets associated with the School.



**School Premises
Proprietor's 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 any such person, or persons to pay a reasonable fee to the Board as a condition of such use.

**School Premises
External Use**

7. With the consent of the Proprietor, the Board may grant the use of the School premises and all chattels and other associated assets associated therewith to any 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, where the use is one which is not in conflict with the maintenance of the Special Character of the School. The Board may require any such person, or persons to pay a reasonable fee to the Board as a condition of such use.

Proprietor's Debt

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

**Rebuilding
Programme**

9. The Proprietor pursuant to Section 40(2)(c) of the Act, shall plan (including obtaining all necessary consents under the Resource Management Act 1991 and the Building Act 1991), pay for, and execute the rebuilding programme described in the Third Schedule, so as to construct 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 Deed of Agreement. Such buildings shall be carried out in accordance with the dates specified in the **Schedule**.
10. The Proprietor acknowledges that the existing buildings on the School premises do not meet the structural standards for education buildings in terms of the Building Act 1991, and the Board shall not receive maintenance funding. The Proprietor further acknowledges that the



Minister and the Board will not accept liability for the safety of the staff or students with respect to the occupation of the existing buildings. The Proprietor shall be responsible for the safety of all the occupants (including the staff and students) as long as the existing buildings are in use and must meet all statutory, regulatory, Territorial, Local Authority and Fire and Safety requirements associated with the use of the existing buildings.

11. For the avoidance of doubt the Proprietor shall indemnify the Minister and the Board to the fullest extent permitted by law for any financial loss whatsoever that the Minister or Board may suffer from any breach or non-observance by the Proprietor of clause 10 regarding the safety of all the occupants of the existing buildings.
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 Shared Property

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

Temporary Facilities

- (ii) The Proprietor agrees to make available to the Board the non integrated areas of the Nash Road site delineated in blue as designated in the Second Schedule herein.

Shared Costs

- (iii) As long as the Proprietors and School share common meters for electricity and water both shall contribute to the costs according to their respective use.

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 purposes of the School and the other assets owned by the Proprietor for the purposes of the School against risks normally insured

against, in some reputable insurance office in New Zealand, and further acknowledges the obligation on it created by Section 40(2)(h) of the Act.

**Future
Maintenance**

15. Subject to Clauses 9 to 12, 16 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, and associated facilities comprising the (Integrated) School premises as though the School is a State School PROVIDED THAT the Minister will not accept responsibility for deferred maintenance for any existing buildings. The Proprietor shall be responsible for the maintenance of all the existing buildings.
16. The Minister will maintain the new buildings after occurrence of the following:
 - (i) The receipt of written confirmation that the buildings have been completed, in accordance with the rebuilding programme described in the Third Schedule, from the Proprietor to the District Property Manager of the Ministry of Education, and
 - (ii) Confirmation by the district property manager that the new buildings have been completed in accordance with the Third Schedule, relevant legislation, building code and local authority bylaws.
17. The existing buildings and associated facilities on the land comprising the School premises are as shown in the Plan attached to the Second Schedule.

**Proprietor's
Borrowings**

18. 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 premises for the purposes of carrying out any additions and/or improvements to the School premises any facilities associated therewith and for such purposes may charge, mortgage or encumber the School premises or any part thereof.



**Staff
Remuneration**

19. Contracts of employment for the persons 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
Definition**

20. Canterbury Christian College Special Character is defined by:
- (i) Canterbury Christian College is a non-denominational Christian School established for Year 1 - 13 in 1996. The School was founded to meet the educational needs of Christian families in Christchurch and to provide a quality educational environment where the Holy Spirit and the Word of God were able to directly influence the life and character of their children.
 - (ii) Mission Statement.
To provide quality education based on a Biblical Christian World View enabling each child to fulfil their God-given destiny.
 - (iii) Christianity is based on a personal relationship with Christ rather than an intellectual understanding. The School will encourage the student to develop a personal relationship with the Lord Jesus Christ. The School will provide an environment where students, parents and staff can experience Godly relationships, and work towards showing the character of Christ in love, discipline, respect, honour and trust, developing a healthy self image as a child of God.
 - (iv) The School community relies on the Holy Spirit and the Word of God recognising that:-
 - (a) All truth must be received as revelation made real by the work of the Holy Spirit in the life of the individual.
 - (b) All knowledge should be measured against Biblical truth.
 - (c) That this will result in an ongoing unfolding relationship with the Lord Jesus Christ.
 - (v) God creates and equips each person for their unique role in his service. The School will encourage each student to give of their best and will acknowledge achievement in accordance with the student's effort. To achieve this, the school's approach to

teaching and learning will acknowledge individual differences in:

- (a) Prior Learning
 - (b) Rates of Learning
 - (c) Learning Styles
 - (d) Modes of Self-expression
 - (e) Cultural Differences
 - (f) Family and Church backgrounds
- (vi) The learning environment of the student includes the home, the church and the School. The School recognises the importance of their inter-relationship and will actively encourage, develop and support a unity between them.
- (vii) Education is ultimately the responsibility of parents and the Special Character is dependent on their involvement. Opportunities exist in the classroom, in management, in administration, or other School activities for parents to be actively involved in School life.
- (viii) To help individuals develop a Biblical Christian World View, and respond to its call towards service and mission, the School will provide a Bible based curriculum that complies with the National Education Guidelines (hereinafter referred to as the "curriculum").
- (ix) The school's statement of faith reflects its Christian beliefs which will permeate and guide all aspects of School life.

Proprietors Rights & Responsibilities

21. The Proprietor shall, subject to the provisions of this Agreement:
- (i) Continue to have the responsibility to supervise and assess the maintenance and preservation of education with a Special Character provided by the School.
 - (ii) 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.
 - (iii) 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.

School Roll

22. It is agreed by and between the parties hereto that the maximum roll of the School shall be 150 students.

Enrolment Preferences

23. (i) A preference of enrolment at the School under Section 29(1) of the Act shall be given to those pupils with parents who uphold and preserve the Special Character of the School and are members of church fellowships who concur with the school's statement of faith. The Board shall not give preference of enrolment to the parents of any child unless the Proprietor concurs that those parents will uphold and preserve the Special Character of the School to the satisfaction of the Board.
- (ii) 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 maximum roll of the School.

Access to School

24. The Proprietor together with its servants, agents and licensees shall subject to the proviso 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 the 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 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. Such an advertisement may also state that a willingness to uphold the Special Character shall be a condition of employment.

Chaplain

26. Christian Studies and Chapel attendance form 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) and (3) of the Act shall apply.

**Staffing Tagged
Positions**

27. The Proprietor in accordance with Section 65(i)(c) or this Act may designate all teaching positions as positions of importance in carrying a responsibility for religious instruction. Advertisements for these positions shall state that a willingness and ability to take part in religious instruction appropriate to the School shall be a condition of appointment. Such advertisements may also state that a willingness and ability to uphold the Special Character shall be a condition of employment.

**Staffing
Restrictions**

28. A teacher to whom the proviso to Section 71(6) 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 provided that in the case of such a teacher who is paid more than a teacher with comparable service and qualifications in a state school the Proprietor shall, after the effective date of integration, ensure that the Crown (acting through the Minister) shall not be liable for payment of the difference in the salary.

**Staffing
Limits**

29. (a) The staffing entitlement of the School shall be the same as that for a comparable state school at the effective date of integration of the School.
- (b) In the event that the School Board employs more staff than that to which it is entitled under Clause 26(a) then the Proprietor shall ensure that there shall be no residual liability (which shall include payment for staffing over entitlement after integration, and any redeployment pertinent to this overstaffing) on the Crown acting through the Minister.
- (c) For the avoidance of doubt the Proprietor shall indemnify the Minister to the fullest extent permitted by law from any financial loss whatsoever the Minister may suffer from any breach or non observance of this clause by the Proprietor.

**Attendance
Dues**

30. The proprietor may either enter into an agreement with the parents or other persons accepting responsibility for the education of a child at the School providing that, as a condition of the enrolment and attendance of that child at the School, the parents or other person shall pay attendance dues pursuant to the provisions of Section 36 of the Act.

Definitions

31. Unless expressly provided for in this Agreement words and expressions shall have the meaning given those words and expressions in the Act.
32. Unless expressly provided for in the Act, nothing in this Agreement shall be deemed to limit or restrict the powers imposed on the Proprietor under the Act.
33. The effective date of this Deed of Agreement shall be 4th October 1999.
34. On and after the effective date specified in this Deed of Agreement the School shall be an integrated Composite School in terms of the Private Schools Conditional Integration Act 1975.
35. The School Community shall be deemed to include the proprietors, the board, the School's staff the School's families and pupils and all friends of the School.

IN WITNESS WHEREOF these presents have been executed the day and year first hereinafter written.

THE COMMON SEAL OF THE KINGS CHRISTIAN SCHOOL TRUST BOARD was hereunto affixed in the presence of:

) K. A. E. Francis
(DEPUTY PRINCIPAL)

KINGS CHRISTIAN
SCHOOL TRUST BOARD
THE COMMON
SEAL OF

Paul Walker
(TRUSTEE)

SIGNED by

Senior Manager)
National Operations)
Ministry of Education)
pursuant to authority delegated by the)
Minister of Education acting on behalf of)
HER MAJESTY THE QUEEN in the presence of:

Kathy Phillips

Warren Henson
Public Servant
13a Feist Street
Naenae

Paul

FIRST SCHEDULE

Description of total land, buildings and other improvements comprising the Proprietors land of which the School premises form **part**.

THE PROPRIETOR'S LAND

All that land buildings and other improvements owned by The Kings Christian School Trust Board situated at Nash Road, Halswell, Christchurch and being particularly described as follows and delineated in green on the plan forming part of the Second Schedule hereto.

All that parcel of land containing 4.42 hectares or thereabouts being Lot 2 Deposited Plan 48347.

Subject to:

Right to draw and convey water over part Lot 1 D. P. 48347 (28A/702) as specified in Easement Certificate 579693/2.

SECOND SCHEDULE

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 including all replacement school buildings constructed to Ministry of Education standards as set out in Third Schedule herein SAVE AND EXCEPT those buildings more particularly delineated in blue on the annexed Plan hereto.

THIRD SCHEDULE

**SCHOOL: CANTERBURY CHRISTIAN COLLEGE
 WORK TO BE CARRIED OUT BY THE PROPRIETOR IN RELATION TO THE INTEGRATED SCHOOL:
 AGREED PHASING OF WORK TO BE COMPLETED BY:**

BUILDING REQUIREMENTS

1.1.2000 1.3.2001 1.1.2002 1.1.2003 1.1.2004 1.1.2005 1.1.2006 1.1.2007

Provide by new construction the following:

Primary Years 1 - 6 Roll 86

Teaching space of 4 of 65 m2 260 m2
 Resource space of 20 m2 X X
 280 m2

Secondary Years 7 - 12 Roll 64

Classrooms 2 of 65 m2 130 m2
 Laboratory 77 m2 X
 Art & Craft 80 m2
 Technology 122 m2 X
 Resource 56 m2
 465 m2 X

Storage

Preparation room 22 m2
 Art & Craft 34 m2
 Technology 44 m2 X
 100 m2

Administration

95 m2 X
 106 m2 X

Gymnasium

Physical Education Changing / Store 24 m2 X

DEFERRED MAINTENANCE WORK

1.1.2001 1.1.2002 1.1.2003 1.1.2004 1.1.2005 1.1.2006 1.1.2007 1.1.2008

Swimming Pool Deferred Work

Pool to be upgraded to comply with NZS 4441 including:

- Skimmers repaired or replaced
- Pool piping system including guarding
- Ladder steps extended
- Pool depth marked
- Additional egress door and Exit signs
- Structural remedial works as per consultant's report

Site Driveways/Court/Hardstanding

- Drainage systems on the driveways to remove flooding
- New kerb and channel and sealing of drive next to carpark
- Reinstate broken concrete: drive through entry path next to playing fields around garage and sheds

Site Generally

- Drainage system: for grass play area around garage and sheds next to unsealed carpark
- New control measures to prevent drainage across boundaries
- New drainage system for tennis courts and pool
- Cleaning and maintenance of blocked downpipe sumps
- Playground
- Ensure Adventure Playground and Playground equipment complies with NZS 5828:1986 'Specifications for Playgrounds and Playground Equipment'

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 them up to the minimum standard for a comparable State school. The proprietor will ensure that all work is carried out in a tradesmanlike and professional manner.

FOURTH SCHEDULE

STATEMENT OF BELIEF

1. We believe in one God, Father, Son and Holy Spirit who is the creator and sustainer of all life.
2. We believe in the Lord Jesus Christ, His Incarnation, Virgin Birth, Death, Resurrection and Ascension, and that through him alone we can receive salvation and New Life.
3. We believe that the Bible is the inspired word of God, is true and absolutely trustworthy. It is the basis for faith and the framework of reference for all aspects of life.
4. We believe that people were created in the image of God but through sin all are separated from Him. Jesus Christ, God's son, through his sinless life and death on a cross, provided forgiveness for sin, and a way back to God for all who accept Him as Lord.
5. We believe the Holy Spirit is active in drawing people to Christ and is the revealer of all true knowledge and wisdom. The Holy Spirit works to form the life of Christ in the believer and gives gifts for service and power to live a Christian life.
6. We believe that Jesus is the head of the body of Christ, the church. All who acknowledge him have a responsibility to relate in fellowship and worship.
7. We believe in the return of Jesus Christ, and his judgement on all mankind bringing everlasting separation and punishment to those who reject Him and eternal life and glory to all who receive him.