

INTEGRATION DEED OF AGREEMENT

CHRISTIAN RENEWAL SCHOOL

is made the 19th September 1996

THIS DEED

BETWEEN

CHRISTIAN RENEWAL TRUST Inc. (the "Proprietor"), an incorporated body under the Charitable Trusts Act 1957.

AND

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

BACKGROUND

The Proprietor is the owner of Christian Renewal School (the "School").

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").

The School was founded and was established in 1993. It was registered in August 1993, and has operated as a Composite School offering Primary and Secondary 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 Composite School pursuant to the Act, on a basis which will preserve and safeguard the Special Character of the education provided.

Board of Trustees 2

The Board of Trustees (the "Board") shall be the "Controlling Authority" of the School and shall be constituted pursuant to the Education Act 1989.

Proprietor's Land and Premises 3

The Proprietor is the owner of the land described in the **First Schedule** and the improvements thereon.

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 - Part A** (the "school premises"). However, it is agreed that as the main hall cannot be partitioned to enable several classes to be separated for the most effective teaching, the School and the Proprietor shall construct additional classrooms and storage areas as set out in the **Second Schedule - Part B** provided that simultaneously with the classrooms becoming available for school use, those parts of the existing building delineated in orange in the **Second Schedule - Part B** will be released by the Proprietor and no longer form part of the Integrated School Premises. The definition the "school premises" from then on shall mean and include the Integrated School Premises altered as above set out.

CTY
gae
17

- 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, and the Controlling Authority of the Integrated School shall have the right of the use of the School premises and all chattels and other assets associated with the school.
- Proprietor's Use of School Premises** 6 The School premises and all chattels and other assets associated therewith shall be available for use by the Proprietor and the staff employed by the Proprietor and they shall have the right to the reasonable use of the school premises and chattels in and out of the school time, provided that the Proprietor shall contribute to the lighting, heating and cleaning costs according to such use.
- External use of School Premises** 7 The Board, shall either at the request of, or with the consent of the Proprietor, grant the use of the School premises to other organisations for non-school purposes. The Proprietor shall not unreasonably, or arbitrarily, withhold 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 payment of a reasonable fee by any such organisation as a condition of use of such facility, which fee shall be payable to the Proprietor.
- Proprietor's Debt** 8 The Proprietor shall be responsible for all mortgages, liens and other charges upon the school premises.
- Upgrading Buildings** 9 Pursuant to Section 40(2)(c) of the Act the Proprietor shall plan, pay for, and execute the improvements 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 for comparable State Schools prevailing at the effective date of this Deed of Agreement. Such improvements shall be carried out in accordance with the dates specified against the improvements of the **Third Schedule**.
- 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.
- Proprietor's Property** 11 The Proprietor may own, control and maintain any lands, building, chattels 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.
- Proprietor's Shared Property** 12 The Proprietor acknowledges that the access driveway from Tarewa Road, Whangarei and the car park, outlined in yellow on the plan attached in the **Second Schedule** is used in common, and the costs of maintaining the access driveway and car park, shall be shared between the Proprietor and the Board of Trustees as may be agreed in writing form time to time.

Handwritten signature/initials

- Insurance** 13 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 responsible insurance office in New Zealand, and further acknowledges the obligation to extend the benefit of the indemnity provided by the policy to the Minister [refer Section 40(2)(h) of the Act].
- Future Maintenance** 14 Subject to Clauses 9 and 10 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, buildings, chattels and associated facilities comprising the (Integrated) school premises as though the School was a State School.
- Proprietor's Borrowings** 15 The Proprietors, 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 for 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 the school premises or any part thereof.
- Staff Remuneration** 16 Contracts of employment for person employed at the (Integrated) School who are paid in whole or in part out of money appropriated by Parliament shall be negotiated with rates and allowances in accordance with Part VII of the State Sector Act 1988.
- 17 A teacher to whom the provisions of Section 71 of the Act applied shall continue to be paid no less than the same salary, and be accorded the same status as he or she received on the day before the effective date of integration.
- Special Character Agreement** 18 The School's Special Character as hereinafter described, shall incorporate education with a Special Character as provided in the School AND IT IS 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.
- Special Character Definition** 19 19.1 Christian Renewal School is a composite primary and secondary school established by the Christian Renewal Trust Inc. for parents/guardians choosing a God-centred, Biblical world-view Christian education for their children.

C to
Gee
Shaw
et al.

- 19.2 The Mission Statement for the School is:
- To provide for students a sound, basic Christian Education that is loyal to the Bible, Christ-centred, promotes those values and standards and recognises that Christian spiritual values permeate all curriculum areas.
 - To provide for parents/guardians an alternative choice of school for developing their children to their full potential in God.

19.3 The Special Character of the School is determined by the Christian beliefs, vision, values and lifestyle of the Christian church as determined from time to time by the Trustees of the Christian Renewal Trust Inc., and it is to be upheld in word and fulfilled in practice by staff who are recognised by those Trustees as qualified church ministry team members.

19.4 Because God is:

- the Creator of heaven and earth, of all things visible and invisible, sustaining and ruling over creation, including man....and is
- the source of all wisdom and knowledge.

God the Father, Jesus His Son and the Holy Spirit are relevant to every area of study and endeavour in the school.

The school reflects this by:

- (a) Using the Bible as the basis for exploring God's world and as a standard against which to compare and interpret all curriculum material.
- (b) Teaching Christian values and behaviour through the process of acknowledgment of sin, repentance, and acceptance of Jesus' gift of grace.
- (c) Using prayer as a key tool in learning, inviting the Holy Spirit into every learning situation.
- (d) Encouraging each child to give their best because God creates and equips each person for their unique role in His service, and acknowledging achievement in accordance with the child's effort.
- (e) Inextricably integrating knowledge of the world and Christian beliefs, through an integrated approach of an appropriate Christian curriculum and developed programme plans.
- (f) Having only staff who act as role models promoting values and standards based on Biblical principles.
- (g) Acting as a continuum and extension of the teaching provided in Christian homes.
- (h) Providing an environment where children, parents and teachers can experience Godly relationships, showing the character of Christ in love, discipline respect, honour and trust and witness exemplary demonstration of Biblical truths in the lives of others.

Handwritten signature/initials

**Proprietor's Rights
and Responsibilities**

20

The Proprietor shall subject to the provisions of this Agreement:

- 20.1 Continue to have the responsibility to supervise the maintenance and preservation of education with a Special Character provided by the School:
- 20.2 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:
- 20.3 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 21

The School had a roll of 76 Primary and Secondary pupils at 20th July 1996. It is agreed that subject to any amendments as provided for by Supplementary Agreements, that the maximum roll of the School shall be 120.

Enrolment

Preferences 22 22.1

A preference at the School under Section 29(1) of the Act shall be given to those pupils with parents who have established a particular or general connection with the Special Character of the School, and the Board shall not give preference of enrolment to the parents of any child unless the Proprietor concurs that those parents have established a particular or general connection with the Special Character of the School.

22.2

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 5% of the roll at the School with no more than 5% non-preference students at each of the Intermediate and Secondary levels.

Access to

School 23

The Proprietor 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 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 this Agreement.

*C 170
eee
JMM
at.*

**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 recognise a responsibility to maintain and preserve the Special Character of the School.

**Staffing:
Chaplain 25**

The Proprietor, at its expense, may employ any person whether as chaplain or otherwise for duties relating to the instruction and the provisions of Section 69(2) and (3) of the Act shall apply.

**Staffing: Teaching
Positions 26**

An advertisement for the position of teacher in the School may, in accordance with 65(1)(c) of the Act, and clause 19.3 of this Deed of Agreement state that a willingness and ability to take part in religious instruction appropriate to the School shall be a condition of appointment. The teacher so appointed shall accept and recognise a responsibility to maintain and preserve the Special Character of the School.

**Staffing
Restrictions 27**

The Proprietor shall not engage any teachers between the date of execution of this Deed of agreement and the effective date of integration other than those whose names have already been notified by the Proprietor to the Secretary of Education without first obtaining the consent of the Secretary.

**Attendance
Dues 28**

The Proprietor of the School may either enter into agreement with the parents or other person accepting responsibility for the education of pupils at the School, provided as a condition of the enrolment and attendance of each pupil at the School, that the parents or other person shall pay attendance dues pursuant to the provision of Section 36 of the Act.

C 178
GAE
J.M.
inf.

Dated 29 The effective date of this Deed of Agreement shall be.....

30 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.

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

THE COMMON SEAL OF THE CHRISTIAN RENEWAL TRUST INC

was hereunto affixed in the presence of:)

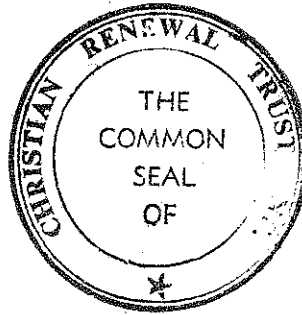
Graham Cruickshank

G. Cruickshank

Trustee

Terry Meads

Trustee J. Meads



Signed by:

Kathy Rhulph

Ministry of Education)
pursuant to authority delegated by the)
Minister of Education acting on behalf of)

HER MAJESTY THE QUEEN in the presence of:

Charlotte Hyter Jehu

Advisor

36 Hanover Street

Wellington

ae
5/11/75

First Schedule

Description of total land, buildings and other improvements comprising the Proprietors' land of which the school premises form a part.

The Proprietor's Land

All that land, buildings and other improvements owned by the Christian Renewal Trust situated at 2 - 8 Tarewa Road, Whangarei and being more particularly described as follows and delineated in green on Drawing 1667.

Namely

All that parcel of land containing 0.9075 hectares more or less being Section 3 Block XII Purua Survey District and part of the Raumanga No. 1 Block, parts of the said Raumanga No. 1 Block being more particularly described as Lots 2 and 3 Deposited Plan 47223 and Lot 1 Deposited Plan 2844.

Handwritten initials and signature:
CS
OAL
LHM

827 300

D. P. 18448

S. O. 47794

16

17

Pt 1

S. O. 4000

225 mm Ø Sewer Line

D. P. 2844

Pt 1

See Aerial Photo 17

S. O. 48033

D. P. 11986

827 200

Depth not known

225mm

Inspection chamber 19.5 to bed

Information Tablin's Bc

Raumanga Stream

450mm Stormwater line

3.06 Deep

AREWA ROAD

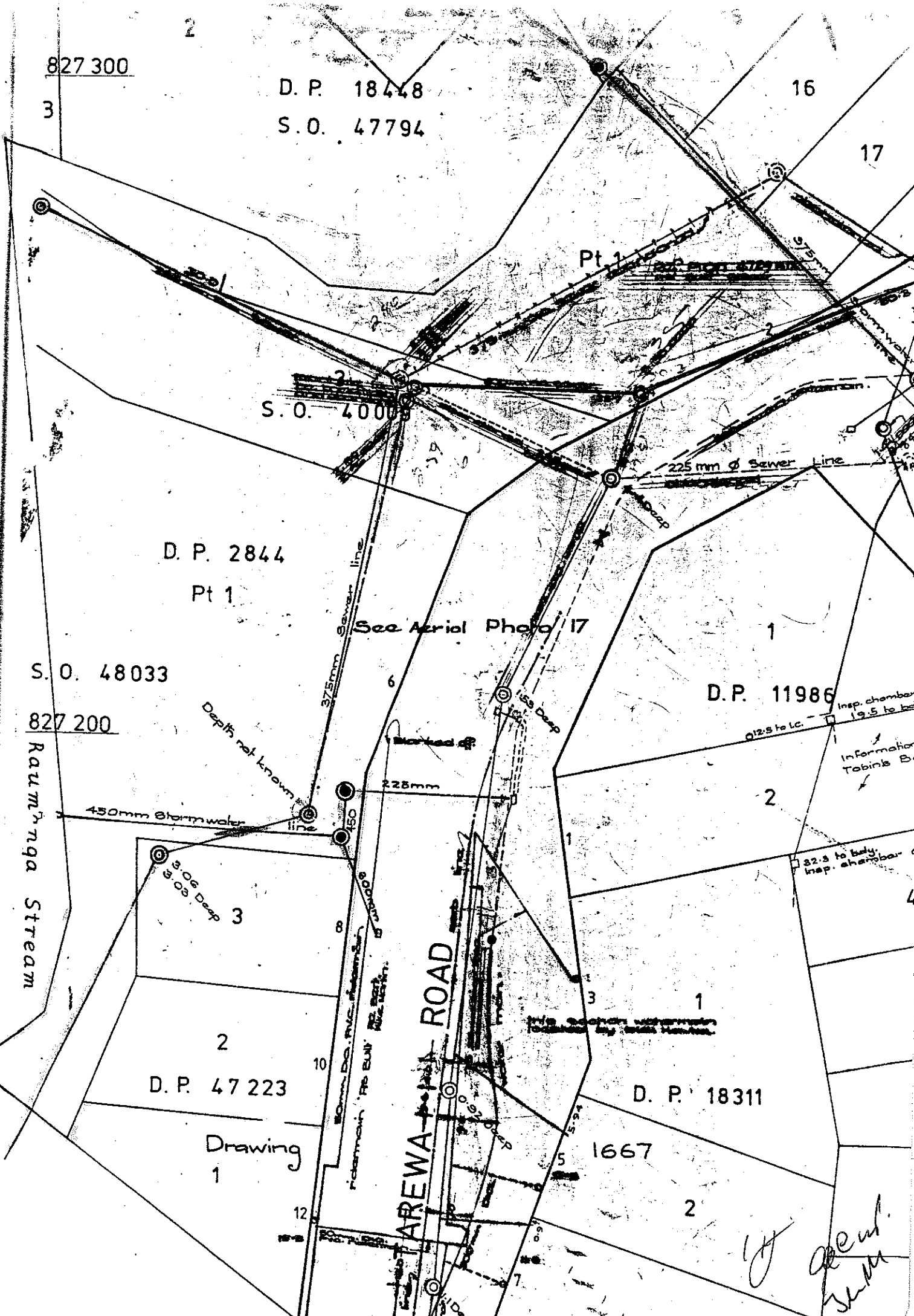
D. P. 47 223

Drawing 1

D. P. 18311

1667

Handwritten signature and notes



Second Schedule - Part A

Description of land, building and other improvements comprising the School premises.

The School Premises

All of the Proprietor's land as described in the First Schedule hereto delineated in green on the annexed Site Plan of the Proprietor's land, which forms part of this schedule, TOGETHER WITH, all the School buildings and other improvements thereon. .

Second Schedule - Part B

Those additional classroom and storage areas delineated in blue on the annexed Floor Plan that are yet to be built and to be integrated. Upon construction and these additional classroom and storage areas becoming available, the composite areas delineated in orange on the annexed Floor Plan within the main hall, lounge and offices shall no longer form part of the Integrated School Premises.

The definition of the "school premises" from then on shall mean and include all of the Proprietor's land as described in the First Schedule hereto delineated in green on the annexed Site Plan of the Proprietor's land, which forms part of this schedule, TOGETHER WITH, all the school buildings and other improvements thereon, SAVE AND EXCEPT those parts of the building more particularly delineated in orange on the annexed Floor Plan.

C 10
see
sum





