

INTEGRATION DEED OF AGREEMENT

CORNERSTONE CHRISTIAN SCHOOL

THIS DEED

is made the 9th September 1994

BETWEEN

P.N. New Life Centre Charitable Trust (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

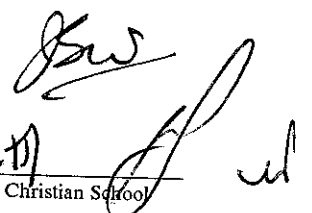
The Proprietor is the owner of Cornerstone Christian School (the "School").

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 1987. It was registered in August 1987, and has operated as a New Entrant to Form 2 Primary School 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 New Entrant to Form 2 Primary 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 all 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** and are 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, for the purposes of the School as an integrated school, and further agrees that the Controlling Authority of the Integrated School shall have the right of possession and 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 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.

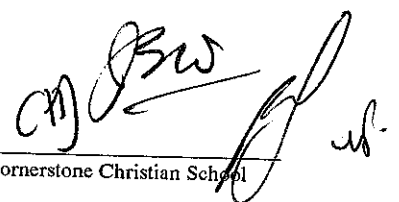
**Upgrading
Buildings**

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 in the **Schedule**. The Proprietor upon completion of any improvements to electrical services described in the **Third Schedule** arrange for the inspection of the School premises in terms of regulations in force at the time.

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, buildings, 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 Right of Way from Featherston Street, Palmerston North to the school, hatched in yellow on the plan attached in the **Second Schedule** is used in common, and the costs of maintaining the access Right of Way shall be shared between the Proprietor, the Residents and the Board of Trustees as may be agreed in writing from time to time.
- 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 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 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 persons 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 apply 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.
- 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.

Handwritten signature and initials, possibly 'C.D.' and 'J. [unclear]', located at the bottom right of the page.

**Special Character
Definition 19**

19.1 Cornerstone Christian School is a Christian school established by and for parents choosing a God-centred education for their children.

19.2 The mission statement of the school is:

"To provide for parents a balanced Christian education to develop children to their full potential in God"

19.3 The Special Character of the School is determined by the faith system made up of the Christian beliefs, values and lifestyle of the Palmerston North New Life Church as determined from time to time by the Trustees of the P.N. New Life Centre Charitable Trust.

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 acknowledgement 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 of 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) acting as a continuum and extension of the teaching provided in Christian homes.
- (g) 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 an exemplary demonstration of Biblical truths in the lives of others.

Proprietor's Rights and Responsibilities

20 The Proprietor shall subject to the provisions of this Agreement:

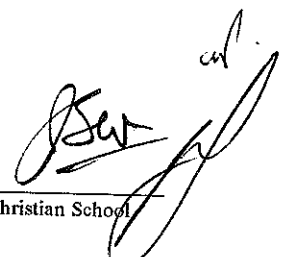
- 20.1 Continue to have the responsibility to supervise the maintenance and preservation of education with a Special Character provided by the School;
- 20.2 Continue to have the right to determine from time to time what is necessary to preserve and safeguard the Special Character of the School as defined 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 37 pupils New Entrants to Form 2 at 30 May 1994. It is agreed that the maximum roll of the School shall be 50.

Enrolment Preferences

- 22.1 A preference of enrolment 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 10% of the roll of the School.

(11)  ^{ent.}

**Access to
School**

23 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 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 may, 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
Tagged
Positions**

25 The Proprietor may designate pursuant to Section 66(1) of the Act that one teaching position shall be a special position that requires particular capabilities on the part of the teacher holding the position. The teacher so appointed shall accept and recognise a responsibility to maintain and preserve the Special Character of the school.

**Staffing
Restrictions**

26 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.

**Staffing
Limits**

27 If at the effective date of integration the School has more teachers than the staffing entitlement in a comparable state school, a teaching position shall be dis-established when a teacher leaves that position, unless an exception has been made under Section 91 of the Education Act, 1989.

**Attendance
Dues**

28 The Proprietor of the School may either enter into agreements with the parents or other persons 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 persons shall pay attendance dues pursuant to the provision of Section 36 of the Act.

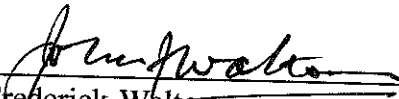
Handwritten signature and initials in black ink, located in the bottom right corner of the page. The signature appears to be 'C.H. [unclear]' with a large flourish below it.

- Dated** 29 The effective date of this Deed of Agreement shall be the twelfth day of September 1994.
- 30 On and after the effective date specified in this Deed of Agreement the School shall be an integrated New Entrants to Form 2 primary 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.

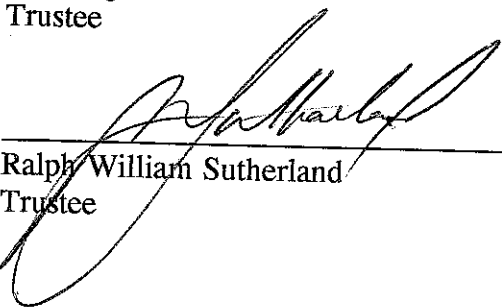
THE COMMON SEAL OF THE P.N. NEW LIFE CENTRE CHARITABLE TRUST

was hereunto affixed in the presence of:)



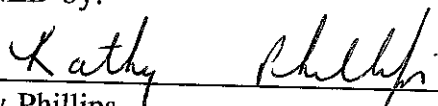
 John Frederick Walton
 Trustee





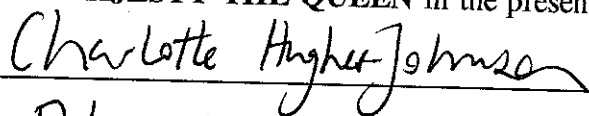
 Ralph William Sutherland
 Trustee

SIGNED by:



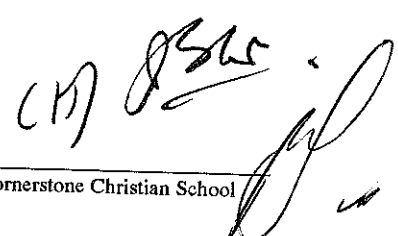
 Kathy Phillips)
 Senior Manager)
 National Operations)
 Ministry of Education)
 pursuant to authority delegated by the)
 Minister of Education acting on behalf of)

HER MAJESTY THE QUEEN in the presence of:



 Adverser

 76 Hanover Street, Wellington



FIRST SCHEDULE

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

THE PROPRIETOR'S LAND

All that land, buildings and other improvements owned by the P.N. New Life Centre Charitable Trust situated at 578 Featherston Street, Palmerston North and being more particularly described as follows and delineated in green on drawing 58966.



All that parcel of land containing 9313 square metres more or less situate in the City of Palmerston North being part Lot 1 on Deposited Plan 58966 in Certificate of Title Volume 36A Folio 177.

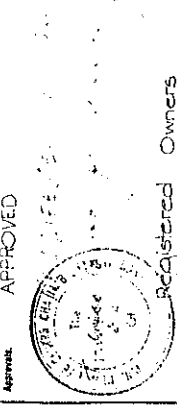
SUBJECT TO

Right of Way over part of Lot 1 combined with right to drain water and sewage, and to convey water, telephone, gas and electricity (refer easement A on drawing 58966).

Right to drain water and sewage (refer easement B on drawing 58966).

Mortgage B680195.2 to TrustBank.

(11) 




APPROVED

Registered Owners

Pursuant to a resolution of the Palmerston North City Council passed on the 4th day of September 1985 approving pursuant to section 306 of the Local Government Act 1974 this survey plan and certificate with the requirements and provisions of the operative district scheme in force for the area to which the survey plan refers at the date of approval of the scheme plan of the Palmerston North City Council was affixed hereto in the presence of

Pauline Lewis Mayor

Philip Taylor Town Clerk

Pursuant to section 306 (1) (f) of the Local Government Act 1974 I hereby certify that all the conditions shown on of referred to on the scheme plan of subdivision have been complied with to the satisfaction of the Palmerston North City Council. Dated at Palmerston North this 3 day of September 1985

Total Area 1.0165 ha
Comprised in A.L.L.C.T. 26 B/729

I, *John Mollard* of *Balton* Nth. Registered Surveyor and holder of an annual practicing certificate hereby certify that this plan has been made from surveys executed by me or under my directions; that both plan and survey are correct and have been made in accordance with the regulations under the Surveyors Act 1968

Dated at *Balton* Nth. this 10th day of *February* 1985. Signature *John Mollard*

Field Book *Log 8/8/8* Traverse Book *4/3 p. 68*

Reference Plans *DP 55637, 553752*

Examined *John Mollard* Deputy Chief Surveyor

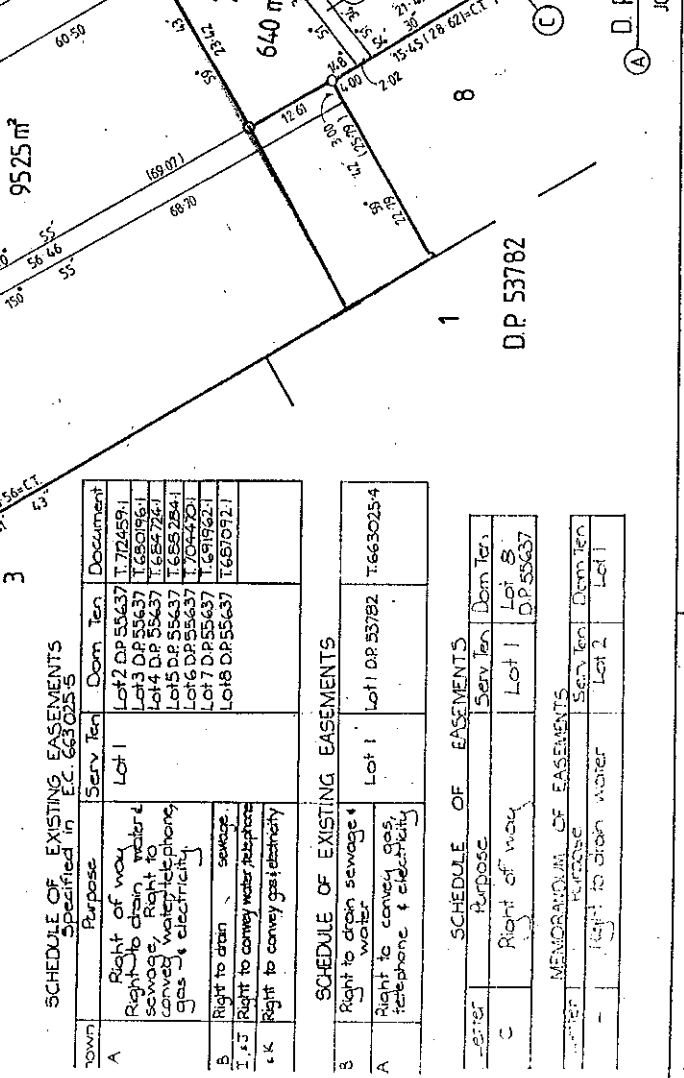
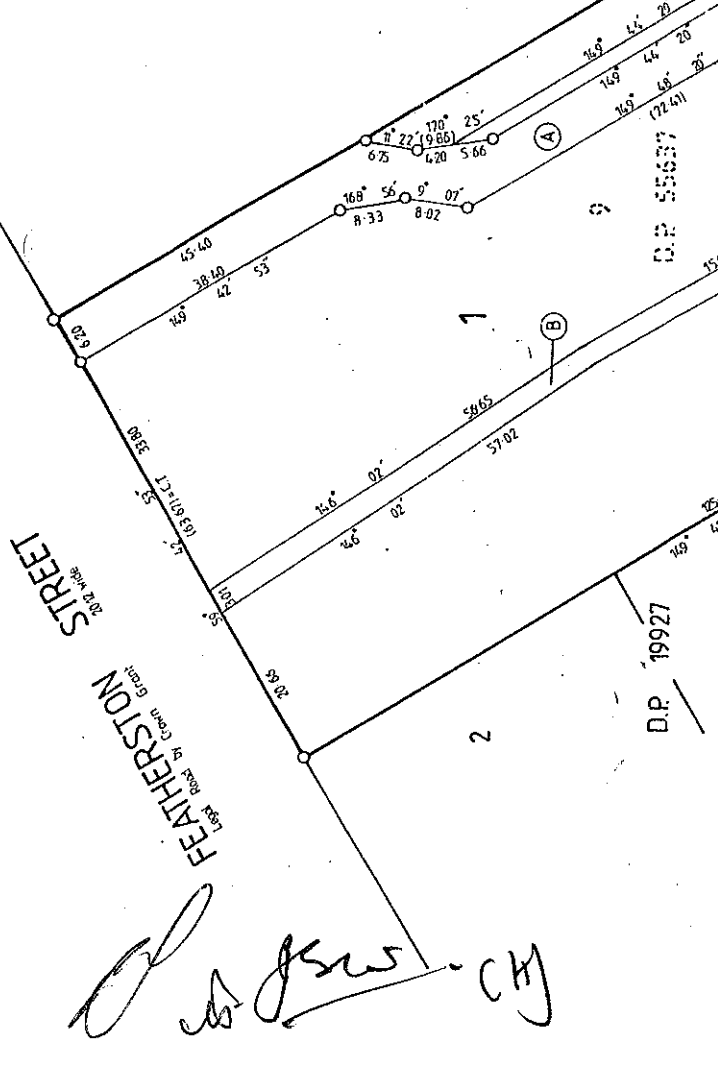
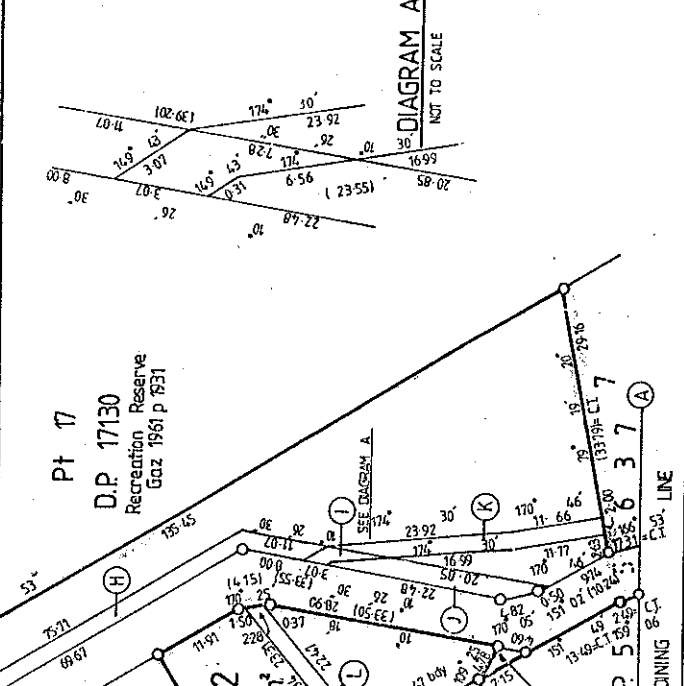
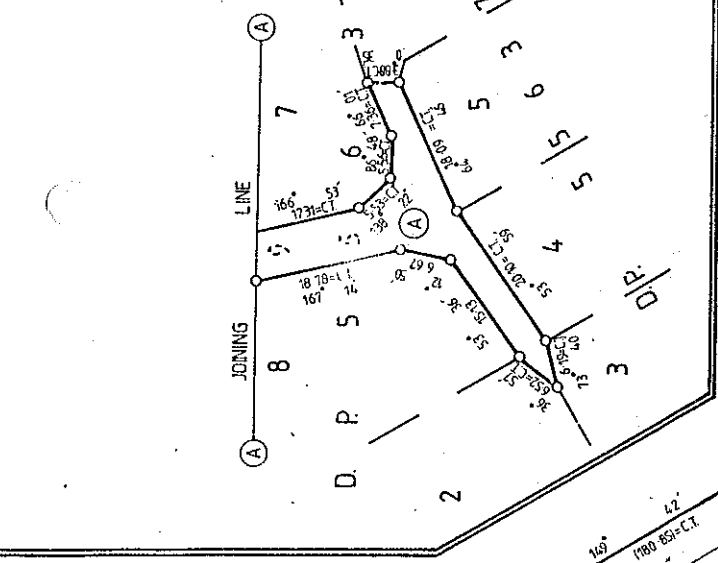
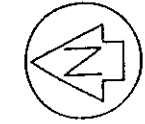
Approved as to Survey

18/12/85

Deposited this 21st day of August 1985

Assistant District Land Registrar

File 7315
Received 23.9.85
58966



FEATHERSTON STREET
Left Hand Side of Crown Grant
2012 Width

John Mollard CH

SCHEDULE OF EXISTING EASEMENTS Specified in E.C. 663025-6

TOWN	Purpose	Serv Ten	Dom Ten	Document
A	Right of way	Lot 1	Lot 2	T. 70489-1
A	Right to drain water & sewerage, Right to convey water, telephone, gas & electricity	Lot 1	Lot 2	T. 65096-1 T. 65474-1 T. 65528-1 T. 65528-1 T. 65474-1 T. 65096-1
B	Right to drain sewerage	Lot 1	Lot 2	T. 65192-1
C	Right to convey water & sewerage	Lot 1	Lot 2	T. 65192-1
D	Right to convey gas & electricity	Lot 1	Lot 2	T. 65192-1

SCHEDULE OF EXISTING EASEMENTS

Purpose	Serv Ten	Dom Ten	Document
Right to drain sewerage & water	Lot 1	Lot 1	D.P. 53782
Right to convey gas, telephone & electricity	Lot 1	Lot 1	T. 663025-4

SCHEDULE OF EASEMENTS

Purpose	Serv Ten	Dom Ten	Document
Right of way	Lot 1	Lot 1	D.P. 55637

MEMORANDUM OF EASEMENTS

Purpose	Serv Ten	Dom Ten	Document
Right to drain water	Lot 1	Lot 1	
Right to drain water	Lot 2	Lot 1	

LOCAL AUTHORITY PALMERSTON NORTH CITY
Surveyed by MOLLARD & SAVERS
Scale 1:500 Date FEB 1985

LOTS 1&2 BEING SUBDIVISION OF LOT 9 D.P. 55637

CD DISTRICT WELLINGTON
KEY BLK & DIST. XI KAIRANGA
SHEET NO. T24/1-1

SECOND SCHEDULE

Description of land buildings and other improvements comprising the School premises.

THE SCHOOL PREMISES

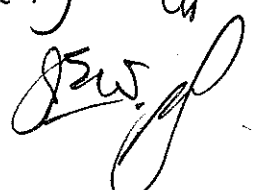
All that part of the Proprietor's land as described in the First Schedule hereto delineated in red on the annexed plan of the Proprietor's land, which forms part of this schedule, TOGETHER WITH, all the School buildings and other improvements thereon SAVE AND EXCEPT those buildings more particularly delineated in blue on the annexed Plan hereto.

THIRD SCHEDULE

**CORNERSTONE CHRISTIAN SCHOOL
WORKS TO BE CARRIED OUT BY THE PROPRIETOR IN RELATION TO THE INTEGRATED 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 to bring them up to the minimum standard for a comparable state school. All work is to be carried out by competent tradesmen in a workmanlike manner to the Ministry of Education standards.

SITE	AGREED PHASING OF WORK TO BE COMPLETED BY											
	12/9/94	12/9/95	12/9/96	12/9/97	12/9/98	12/9/99	12/9/00	12/9/01	12/9/02			
Repair damaged fences												
Remove steps from path to carpark & make balustrade good												
Replace missing 20km/hr sign												
Ensure adventure playground conforms to NZS 5828:1986 "Specifications for Playground and Playground Equipment"												
Seal path between Block A and Block B												
Sweep and remove stone chips in hardcourt area												
Reseal hardcourt area												

(1)


AGREED PHASING OF WORK TO BE COMPLETED BY

	12/9/94	12/9/95	12/9/96	12/9/97	12/9/98	12/9/99	12/9/00	12/9/01	12/9/02
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BLOCK A
Electrical

Upgrade lighting in Toilet Block

x

General

Clear cloak room

x

Provide ramp to step threshold on way to 'disabled' toilet

x

Add grabrails in 'disabled' toilet

x

Remove cupboard unit from 'disabled' toilet area

x

Provide sanitary towel disposal unit in female toilet cubicle

x

Make good/refurbish toilet block

x

Enclose water cylinder & provide cleaners cupboard

x

Exterior

Replace damaged Novarroof

x

Clean gutters

x

Trim trees

x

Replace missing hose nozzle

x

Relocate fire hose

x

