

INTEGRATION DEED OF AGREEMENT

THIS DEED is made the 16th day of June 1997

BETWEEN **The Elim Church of New Zealand Inc** ("the Proprietor") an incorporated body under the provisions of the Incorporated Societies Act 1908

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

BACKGROUND

- A The Proprietor is the owner of Cascade 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 founded in 1988 as a primary school and has operated since 1989 under the name Christian Heritage College as a Year 1 to 13 composite school for girls and boys offering education with a Special Character. The name of the School was changed to Cascade Christian College in May 1997.

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 catering for girls and boys from Year 1 to 13.
- Board of Trustees** 2 The Board of Trustees (hereinafter called "the Board") shall be the controlling authority of the School and shall be constituted pursuant to Part IX of the Education Act 1989.
- Proprietor's Land & Premises** 3 The Proprietor is the owner of all the land described in the **First Schedule** hereto ("the Proprietor's land") 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, exclusively for the purposes of the School as an integrated school and further agrees that the Board 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 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 at any time when the School premises and chattels are not required for School purposes and subject to the Board's consent which shall not be unreasonably or arbitrarily withheld provided that the Proprietor shall contribute to the lighting, heating and cleaning costs according to such use.

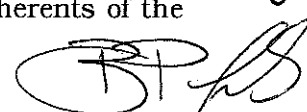

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- School Premises External Use** 7 The Board shall, either at the request of or with the consent of the Proprietor, grant the use of the School premises to other organisations for non-school purposes. The Proprietor shall not unreasonably or arbitrarily 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 the 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 The Proprietor, pursuant to Section 40 (2)(c) of the Act, 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 such improvements in the **Third Schedule** or such other dates as may be agreed from time to time between the Minister and the Proprietor. The Proprietor shall, upon completion of any improvements to electrical services described in the **Third Schedule**, arrange for the inspection of the School premises in terms of the Regulations currently 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.
- Insurance** 12 The Proprietor shall insure the buildings forming part of the School premises and the Proprietor's chattels 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

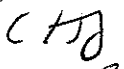



some responsible insurance office in New Zealand, and further acknowledges the obligation on it created by Section 40(2)(h) of the Act.

- Future Maintenance** 13 Subject to Clauses 9 and 10 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, buildings, chattels and associated facilities comprising the (Integrated) School premises as though the School was a State School.
- Proprietor's Borrowings** 14 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** 15 Contracts of employment for persons employed 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.
- 16 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** 17 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 Statement** 18 (a) Cascade Christian College is a Christian School established for Years 1 to 13, founded to provide for the educational needs of Christian families and present the message of the gospel to children and the community within the context of Biblical truth and practice as recognised by adherents of the

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 Cascade Christian College


evangelical Christian faith. The same Biblical truth and practice encourages a mission perspective. Parents and students are expected to support the Special Character of the School.

- (b) The Special Character of the School is determined by the faith system made up of the Christian beliefs, values and lifestyle of the Elim Church of New Zealand Inc who shall have the right to determine from time to time what is necessary to preserve and safeguard that Special Character.
- (c) The School is a caring community built on Christian beliefs which permeate all aspects of School life. These beliefs recognise God's purposes as revealed in the Scriptures and in the risen Lord Jesus Christ. They are dynamic and determine the purpose and content of the curriculum in a changing community.
- (d) These beliefs encompass all aspects of the School and permeate the mind and heart of each member of the School community. It is expected that all staff members and members of the Board of Trustees will demonstrate unqualified commitment to the School's Special Character.
- (e) The objective of Cascade Christian College is to pass onto students the truth that all creation is subordinate to the Will of God as expressed in the Scriptures; that all truth finds its meaning and centre in God and that God gives purpose and hope to individuals as well as His creation by virtue of the redemptive work of Jesus Christ. It is the redemptive work of Jesus Christ, communicated by the Holy Spirit operating in the human individual, that gives substance to intellectual, physical, spiritual, ethical, emotional, social and aesthetic development.
- (f) The curriculum, including all the New Zealand Curriculum Statements, is presented within a Christian world view. Such a world view gives perspective and meaning to all learning in the School.
- (g) Implicit in the curriculum is the development of Christian ethical values exemplified by the Ten Commandments and Christ's Sermon on the Mount. These values are the foundation for personal and social peace, just government, responsible citizenship, compassionate neighbourliness, wise

parenting and a responsible attitude to creation. Such Biblical values also recognise that a life of self renouncing love is one of liberty.


- Proprietor's Rights and Responsibilities** 19 The Proprietor shall, subject to the provisions of this Agreement:
- (a) continue to have the responsibility to supervise the maintenance and preservation of education with a Special Character provided by the School;
 - (b) 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;
 - (c) 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** 20 The School had a roll of 82 pupils in Years 1 to 13 at the first day of March 1997. Subject to clause 21, it is agreed that the maximum roll of the School shall be 115 on the date of integration and thereafter the maximum roll shall be as set out in the **Third Schedule**.
- 21 The Ministry may on an annual basis confirm that the building requirements set out in the **Third Schedule** will be met by the Proprietor before confirming the maximum roll for the subsequent year.
- Enrolment Preferences** 22 (a) A preference of enrolment at the School under Section 29(1) of the Act shall be given to those pupils whose parents (guardians) have established a particular connection with the School through membership of the Elim Church or a general connection through affiliation with a Christian Church with a similar Biblical basis of faith.
- (b) 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** 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 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 Positions** 25 For the purposes of Section 65(1)(c) the position of all teachers other than the Principal shall be positions of importance 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 Special Character of the School shall be an essential condition of appointment. Such advertisements shall also state that a willingness and ability to uphold the Special Character shall be a condition of appointment.
- 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.
- Attendance Dues** 27 The Proprietor may enter into agreements with either 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 provisions of Section 36 of the Act.
- Definitions** 28 Unless expressly provided for in this Agreement words and expressions shall have the meaning given those words and expressions in the Act.

Dated

- 29 The effective date of this Deed of Agreement shall be the first day of July 1997.

- 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.

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

THE COMMON SEAL OF THE ELIM)
CHURCH OF NEW ZEALAND INC)
was hereunto affixed in the presence of:

[Handwritten signature]
Becky Tool



[Handwritten signature]

SIGNED by

_____)
Kathy Phillips)
Senior Manager)
National Operations)
Ministry of Education)

Kathy Phillips

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

HER MAJESTY THE QUEEN in the presence of:

Charlotte Hughes Johnson
Advisor
36 Hanover Street
Wellington

FIRST SCHEDULE

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

THE PROPRIETOR'S LAND

All that land, buildings and other improvements owned by the The Elim Church of New Zealand (Incorporated), more or less situate in Botany Road, Howick, Auckland, being known as Cascade Christian College 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 1.6000 hectares more or less being Lot 1 Deposited Plan 127244 and being Allotment 79 Parish of Pakuranga and being all the land in Certificate of Title Volume 74B/196 (North Auckland Registry).

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.

CASCADE CHRISTIAN COLLEGE

THIRD SCHEDULE

WORK 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. The proprietor will ensure that all work is carried out in a tradesmanlike and professional manner.

AGREED PHASING OF WORK TO BE COMPLETED BY:

1. 2.97 1. 2.98 1. 2.99 1. 2.2000 1. 2.2001 1. 2.2002 1. 2.2003

By (Date of Integration) 1 July 1997 for a roll of up to 115

Site:

Ensure Adventure playground and playground equipment complies with NZS 5828:1986 "Specifications for

Playgrounds and Playground Equipment"

Provide adequate fencing on all boundaries

Provide adequate fencing on hardcourt/stream/road boundary

Provide chain fence to hardcourt area to prevent entry of vehicles

Building Requirements:

Provide by either remodelling or new construction

the following facilities:

Two teaching spaces of 140 sq m

By 1 February 1998 for a roll of up to 180

Building Requirements:

Provide by either remodelling or new construction

the following facilities:

Classroom/Science of 77.4 sq m

Classroom/ Art & Craft of 90 sq m

Seminar Room of 40 sq m

Resource Area of 46.5 sq m

Preparation Room of 10.6 sq m

Additional toilets as required in terms of the Building Act 1991

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By 1 February 1999 for a roll of up to 230

Building Requirements:

Provide by either remodelling or new construction the following facilities:
 Two Seminar Rooms of 27.4 sq m each
 Two Teaching Spaces of 109.7 sq m
 Secondary Resource Space to 55.7 sq m
 School Leadership Space of 30 sq m

1. 2.97 1. 2.98 1. 2.99 1. 2.2000 1. 2.2001 1. 2.2002 1. 2.2003

X
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X
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By 1 February 2000 for a roll of up to 300

SITE

Drain, level and resow grassed area
 Provide two netball/tennis courts

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X

Building Requirements:

Provide by either remodelling or new construction the following facilities:

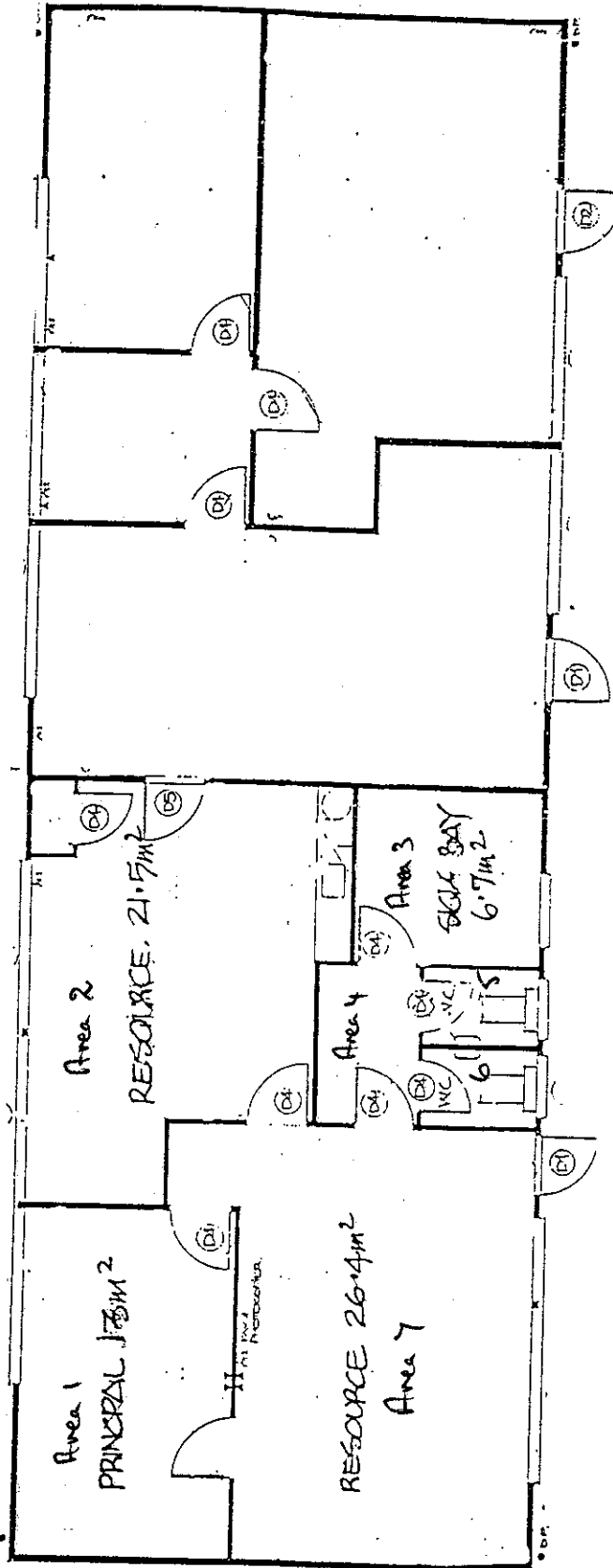
Primary Teaching Space of 109.6 sq m
 Secondary Seminar Space of 27.4 sq m
 Gymnasium of 279 sq m
 Physical Education Store of 9.3 sq m
 Physical Education Changing of 27.9 sq m
 Additional Library Space up to 70 sq m
 Library Workroom Space up to 21.7 sq m
 Bookroom of 18.6 sq m

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X

Summary

By year 2000 for a roll of 300, 200 primary, 100 secondary provide a total of the following:

Primary Curriculum Delivery 480 sq m
 Secondary Curriculum Delivery 415 sq m
 Storage 65 sq m
 Library 180 sq m
 Gymnasium 278 sq m
 Administration 149 sq m
 Sufficient grassed and paved areas onsite with access to adjacent grassed areas off-site for sport and recreation.
 Off-site contracted services for Homecraft, Woodwork and Metalwork



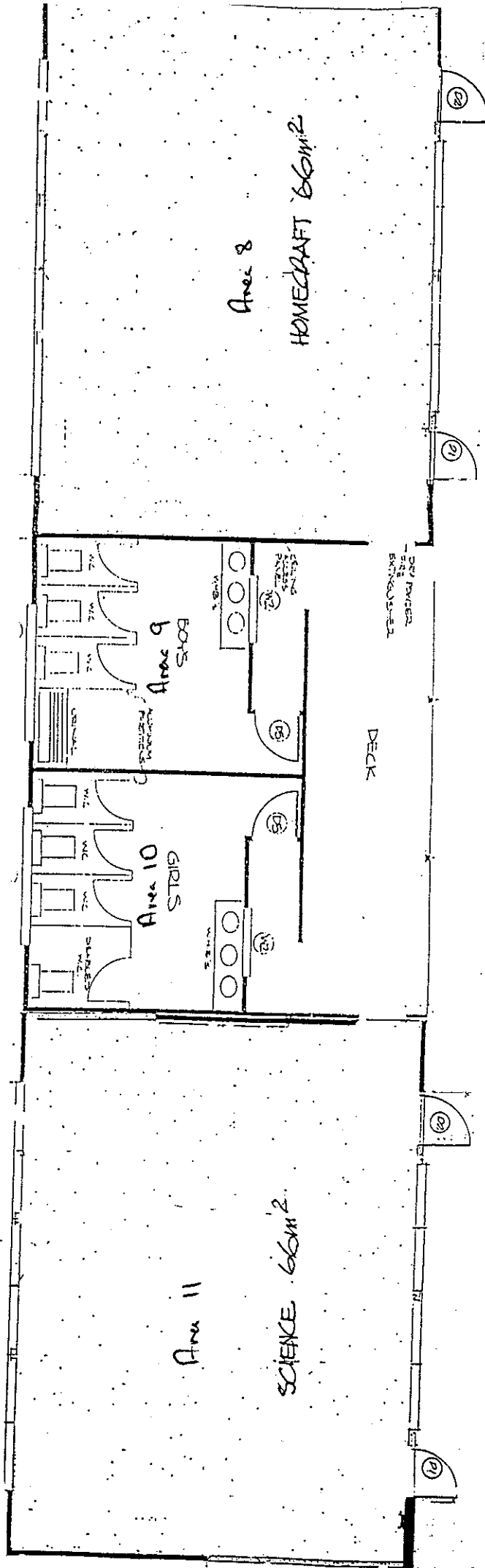
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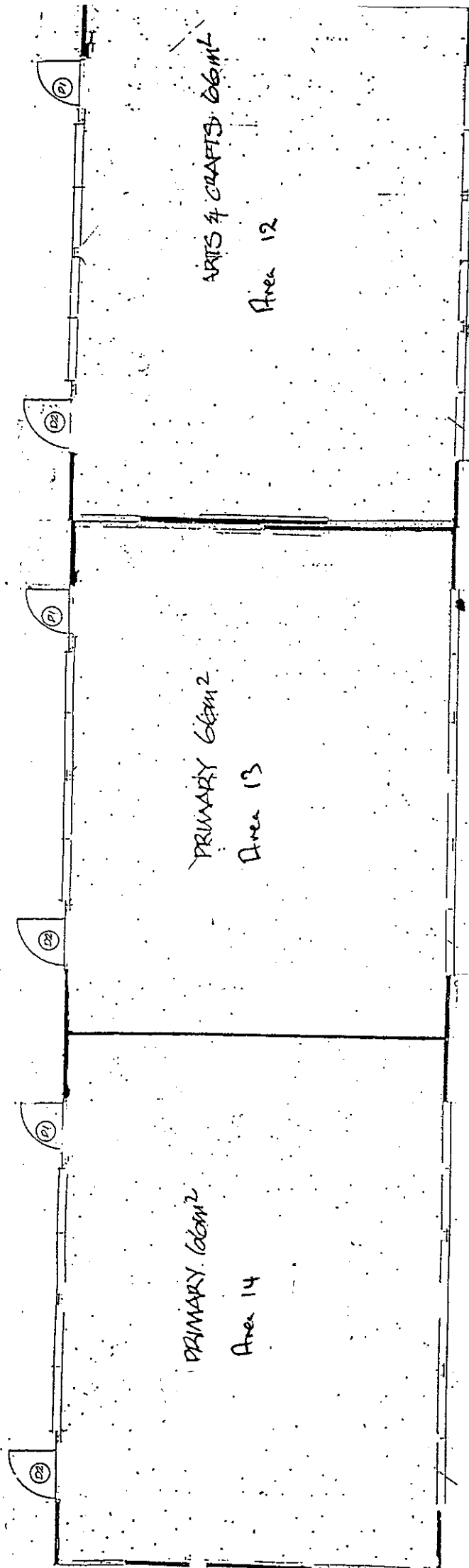
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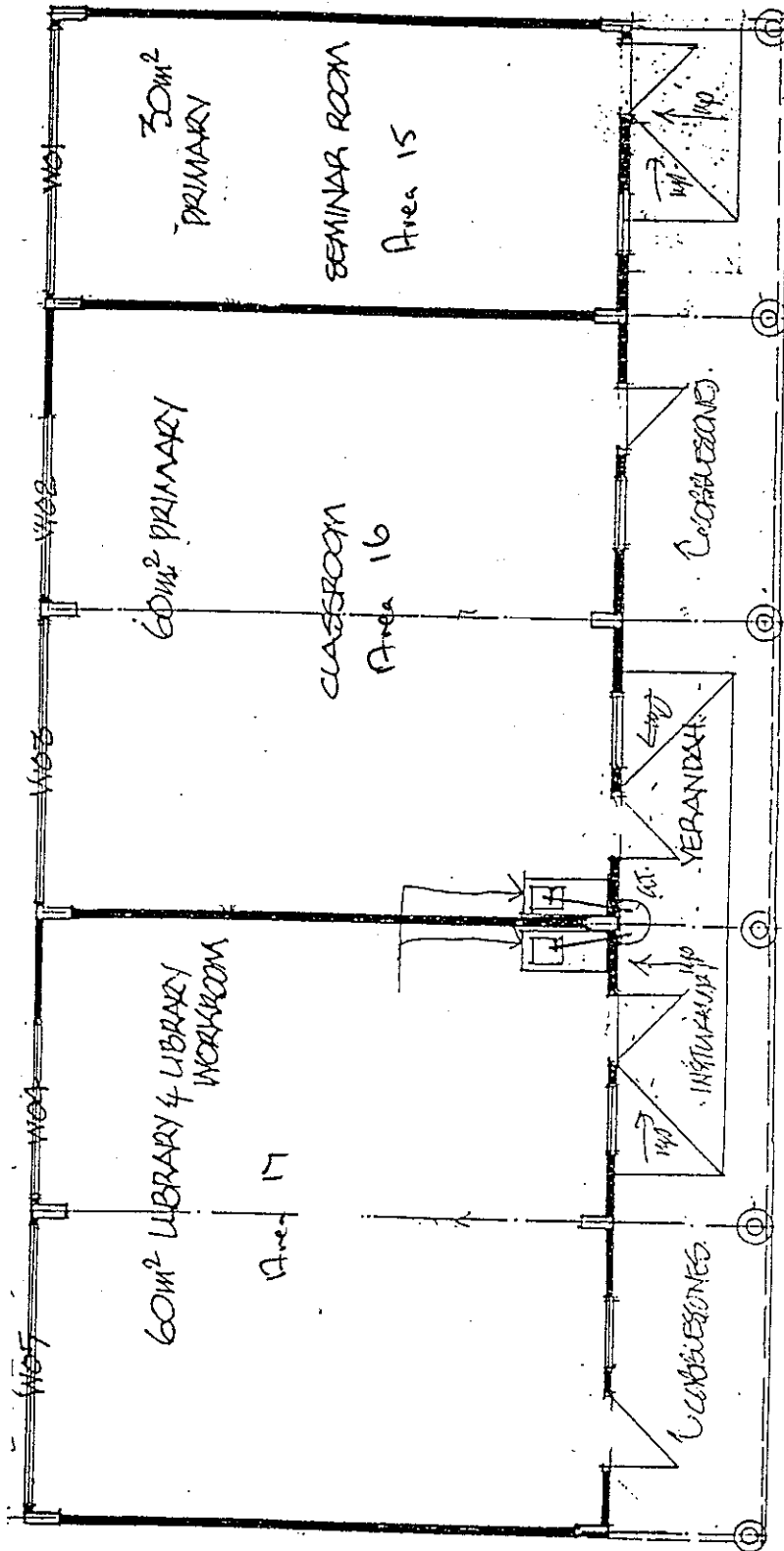
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BLOCK C scale 1:100

Cascade Christian College

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BLOCK D scale 1:100

Cascade Christian College

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