

SUPPLEMENTARY DEED OF AGREEMENT

CASCADE CHRISTIAN COLLEGE

This deed is made on the 8th day of December 2000

between **Auckland East City Elim Church Trust** being the proprietor of the **Cascade Christian College** the said proprietor being a body duly incorporated under the Charitable Trusts Act 1957 (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 "Minister") of the second part.

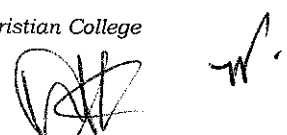
whereas

- A. The Proprietor under the former name of **The Elim Church of New Zealand Inc** and the Minister pursuant to Section 7(2) of the Private Schools Conditional Integration Act 1975 signed an integration agreement on 16 June 1997 for the establishment of Cascade Christian College (hereinafter referred to as "the original Deed of Agreement").
- B. The Proprietor and the Minister pursuant to Section 7(9) of the Private Schools Conditional Integration Act 1975 subsequently varied the original Deed of Agreement by Supplementary Agreements bearing the dates of 28th January 1998 and 9th September 1999 which amended Third Schedule requirements and on 1st of October 1999 agreed on provisions for major maintenance (hereinafter together referred to as "the Integration Agreements").
- C. The Proprietor and the Minister are now agreed on the change of name of the Proprietor, on a supplementary roll increase and therefore on the need to amend the original Deed of Agreement and First, Second and Third Schedules pursuant to Section 7 (9) of the Private Schools Conditional Integration Act 1975.

Now this deed of agreement witnesseth that it is hereby covenanted agreed and declared by and between the parties hereto as follows:

- (1) Wherever the name **The Elim Church of New Zealand Inc** appears in the Integration Agreements it shall be replaced by the **Auckland East City Elim Church Trust**.
- (2) The First and Third Schedules of the original Deed of Agreement shall be replaced by new First and Third Schedules as attached. The attached plan of the additional property shall be added to the Second Schedule.

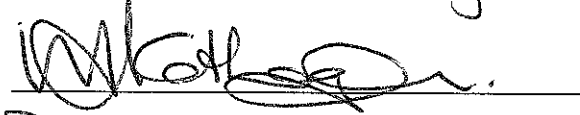
In witness therefore these presents have been executed the day and year first hereinbefore written.



**THE COMMON SEAL OF THE AUCKLAND)
EAST CITY ELIM CHURCH TRUST)**

was here affixed in the presence of

William John Kathagen.



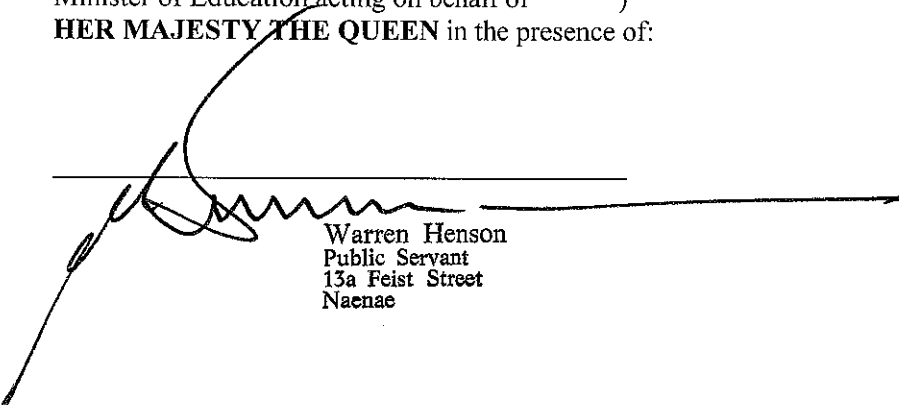
Business Manager.



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:



_____)

Warren Henson
Public Servant
13a Feist Street
Naenae

FIRST SCHEDULE

THE SCHOOL PREMISES

Description of land, buildings and other improvements which comprise the land owned by the Auckland East City Elim Church, Auckland, of which Cascade Christian College premises form part and which are delineated in green on the plan forming part of the Second Schedule hereto:

All that land, buildings and other improvements situated at Botany Road, Howick, Auckland, comprising:

1.6000 hectares, Lot 1 on Deposited Plan 127244 and being part Allotment 79 Parish of Pakuranga, Certificate of Title 74B/196 (North Auckland Registry)

0.5374 hectares, Lot 10 Deposited Plan 201353, Certificate of Title 130A/200 (North Auckland Registry)



CASCADE CHRISTIAN COLLEGE

THIRD SCHEDULE

OVERVIEW STATEMENT

This overview statement identifies property requirements agreed between the Proprietor and the Ministry of Education.

It is agreed that the total accommodation entitlement space for a roll of up to 500 will be 2803.5 square metres with the proposed split of 150 primary and 350 secondary, unless otherwise amended by mutual agreement.

The accommodation codes have been calculated in accordance with the new primary code for Years 0 to 8 and components of the existing Area Code for Years 9 to 13 with allowances for new curriculum areas and changes in curriculum.

As the School is situated on two sites a number of concessions have been made:

The Library is reduced in size to compensate for the Junior School library being provided on the new site.

The space for HoD Junior School is removed as this is provided on the new site.

Staff facilities are also reduced accordingly because of duplication.

Storage is noted as a total figure to give the School flexibility with storage requirements.

The Proprietors agree to provide accommodation to the new code within a period of three years for a maximum roll of 500. Maintenance Funding will be adjusted according to the space provided when it has been accepted for integration.

A number of shortcomings have been identified in the provision for curriculum delivery which will need varying degrees of remodelling, rebuilding, new building or access to facilities.

Health and safety issues will be addressed before integration. Any identified hazards will be addressed as a priority.

The following sections of the third schedule set out the details of the work the Proprietor shall execute in relation to the integrated school.

WORK TO BE CARRIED OUT

The Proprietor shall plan and execute the following work in a tradesmanlike and professional manner in order to bring the buildings and associated facilities of the integrated school up to the minimum standard for a comparable state school. Any variations to the timetable or modifications to individual items must be negotiated between the Proprietor and the local Property Office of the Ministry of Education and confirmed in writing.



Provide by new construction and remodelling the following:

Junior School
 Teaching Space 450 sq m
 Resource 30 sq m
 Library 30 sq m
 Admin 40 sq m

Senior School

Teaching Spaces	Standard (55)	385
	Large (66)	132
Audio Visual Room		56
Laboratory		154
Art & Craft		100
Woodwork/Technology		135
Multimaterials		100
Music		67
Preparation Room		23
Music Practice (2)		15
Resource/Storage		37
Resource/Staff Work		19
Library		120
Library Workroom		19
Bookroom		19
Principal		19
Assistant Principal		11
Senior Teacher		11
Guidance Counsellor		13
AV Store/Technician		14
HoD Senior School (2)		19
Staff Room		30
Staff Kitchen		4.5
Staff Sick Room		4.5
Office		19
Casualty Room		9.5
Sick Room		9.5

Storage including Music and
Dangerous Goods Store
Hall
Kitchen
Public Toilet
Handicapped Toilet
Circulation
Bleacher/Chair Store
PE Store
Gym Store
PE Changing (2)
Outside PE Store
Instructors Office

157.5
335
5
14
3
20
37
19
19
76
12
11

