

INTEGRATION DEED OF AGREEMENT

THIS DEED is made the 26th day of July 1996

BETWEEN **The Canterbury Christian Schools Association (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 Emmanuel Christian School ("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 1987 and has operated since then as a New Entrants to Form 2 primary 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 primary school pursuant to the Act catering for girls and boys from New Entrants to Form 2.
- Board of Trustees** 2 The Board of Trustees shall be the controlling authority of the School and shall be constituted pursuant to 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 controlling authority of the Integrated School (the Board of Trustees, hereinafter called "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 in and out of

school time provided that the Proprietor shall contribute to the lighting, heating and cleaning costs according to such use.

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| <p>School Premises External Use</p> | <p>7</p> | <p>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.</p> |
| <p>Proprietor's Debt</p> | <p>8</p> | <p>The Proprietor shall be responsible for all mortgages, liens and other charges upon the School premises.</p> |
| <p>Upgrading Buildings</p> | <p>9</p> | <p>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.</p> |
| | <p>10</p> | <p>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.</p> |

- 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
Definition**

- 18 (a) (i) Emmanuel Christian School is an inter-denominational Christian School operating from New Entrants to Form 2. It was established by the Canterbury Christian Schools Association (Inc.) (CCSA) in 1987 to provide an education for children of parents seeking an inter-denominational Christian education in keeping with the articles of the Constitution of CCSA.
- (ii) The Special Character of the School is determined by the Christian beliefs and values held by the Canterbury Christian Schools Association as reflected in the Statement of Faith contained in the **Fourth Schedule**. The CCSA reserves the right to determine from time to time what is necessary to preserve and safeguard this special character. All members of the School community, proprietors, trustees, parents, staff and pupils are expected to support the Special Character of the School.
- (iii) All curriculum, including all New Zealand Curriculum Statements, will be presented in keeping with the special character of the school.

Mission

- (b) The mission of the School is to provide a stable and secure community of learning where parents with a common interest in Christian education, in partnership with teachers, seek to help and guide their children to respond to God's claim on their lives.


Emmanuel Christian School

CITJ
MSB
WP

The special task of the School is to open out to the child the meaning and structure of Creation under the guidance of God's word so that he or she can find their God ordained calling within Creation.

Aims

- (c) The School aims to help students to:
- (i) understand the basis of the framework and implications of a Christian vision of life,
 - (ii) develop concepts, abilities and creativity that enables students to walk in God's ways by using their God-given talents in service to God and their neighbours,
 - (iii) experience the meaning of life in a community with a Christian world view so that they may be able to make decisions and model behaviour in harmony with Biblical principles and values,
 - (iv) become committed to Jesus Christ and to a Christian way of life where they will be willing to serve God and their neighbours.

**Proprietor's
Rights and**

Responsibilities

- 19 The Proprietor shall:
- (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;

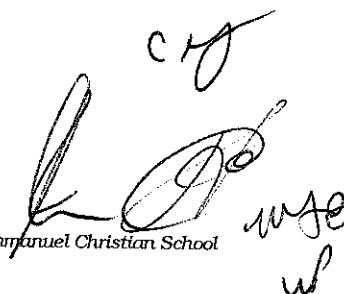
- (d) expect the members of the Board of Trustees to support the Special Character of the School.

School Roll 20 The School had a roll of 31 pupils in New Entrants to Form 2 at the second day of February 1995. It is agreed, as provided for in Section 7(6)(g) of the Act, that the maximum roll of the School shall be 50.

Enrolment Preferences 21 (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 a Christian Church whose beliefs are consistent with those in the Statement of Faith (**Fourth Schedule**) as defined within the Special Character of the School.

- (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 22 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.



 Emmanuel Christian School

**Staffing:
Principal's
Appointment**

- 23 (a) 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.
- (b) Before appointing any person to a position of Principal in the School the Board of Trustees shall consult with the Proprietor who shall report to the Board of Trustees, the names of those applicants (if any) who in terms of the Special Character of the School, are acceptable for appointment and on receipt of the said report the Board of Trustees shall consider for appointment only those applicants who are stated in the report of the Proprietor to be acceptable for appointment.

Tagged Positions

24 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**

25 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**

26 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

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 CJS
 [Signature]
 [Signature]
 WAB
 WJ

persons shall pay attendance dues pursuant to the provisions of Section 36 of the Act.

Definitions

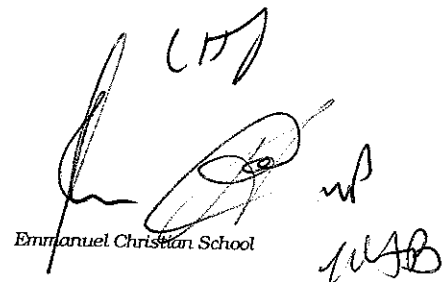
- 27 (a) Unless expressly provided for in this Agreement words and expressions shall have the meaning given those words and expressions in the Act.

- (b) Nothing in this Agreement shall be deemed to limit or restrict the powers and obligations imposed on the Proprietor under the Act.

Dated

- 28 The effective date of this Deed of Agreement shall be the twenty-ninth day of July 1996.

- 29 On and after the effective date specified in this Deed of Agreement the School shall be an Integrated Primary School in terms of the Private Schools Conditional Integration Act 1975.

Handwritten signatures and initials in black ink, including a large signature on the left, initials 'LTS' at the top, and initials 'MSB' at the bottom right.

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

- First Schedule** The Land, clause 3
- Second Schedule** The School Premises, clause 4
- Third Schedule** Improvements, clause 9
- Fourth Schedule** Statement of Faith, clause 18 (a) (ii)

**THE COMMON SEAL OF THE CANTERBURY)
 CHRISTIAN SCHOOLS ASSOCIATION)
 was hereunto affixed in the presence of:)**

*W J Bingham
 [Signature]
 [Signature]*



SIGNED by

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

Kathy Phillips

HER MAJESTY THE QUEEN in the presence of:

*Charlotte Hynes-Johnson
 36 Hanover Street
 Wellington
 Advisor*

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 Canterbury Christian Schools Association (Incorporated), more or less situate in Worcester Street, Christchurch, being known as Emmanuel Christian School and being particularly described as follows and delineated in green on the plan forming part of the Second Schedule hereto.

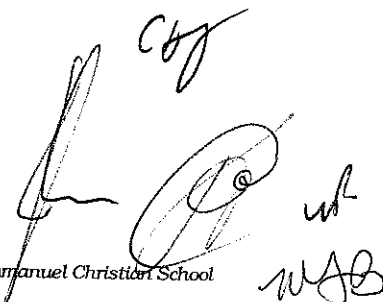
All that parcel of land containing 1337 square metres or thereabouts being Lot 12 deposited Plan 3969 and Lot 13 and part Lot 11 Deposited Plan 1795 and being all the land in Certificate of Title Volume 29K/345 (Canterbury Registry).

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.

Handwritten signatures and initials, including 'CBJ', 'MSB', and 'MSB'.

EMMANUEL CHRISTIAN SCHOOL

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:


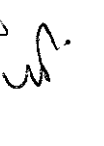

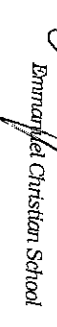
	29. 7.96	29. 7.97	29. 7.98	29. 7.99	29. 7.2000	29. 7.2001	29. 7.2002
SITE							
Ensure Adventure playground and playground equipment complies with NZS 5828:1986 "Specifications for Playgrounds and Playground Equipment"							
Repair fences as necessary		X					
Remove or strengthen brick boundary wall adjacent to the playground			X				
BLOCK A							
Structural							
Remove brickwork chimney							
Replace firewall on west wall with reinforced block wall or timber clad wall with fire proof materials				X			
Fire Protection							
Rebuild internal ceiling fire break 2.0 m x 1.2 m and access hatch							X
Upgrade secondary fire egress door from Area A7 to comply with requirements of Fire & Design of Education Buildings							X
Have all fire equipment serviced and ensure regular checks are carried out							X

Integration Deed

Emmanuel Christian School

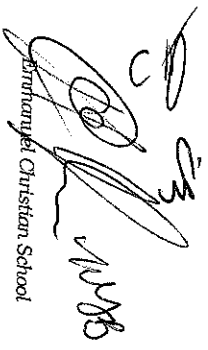
	29. 7. 96	29. 7. 97	29. 7. 98	29. 7. 99	29. 7. 2000	29. 7. 2001	29. 7. 2002
Electrical							
Upgrade number of power outlets in Area A1							
Upgrade lighting in Area A7							
Provide cover for switchboard in Area A9							
Check all fluorescent light fittings for PCB insulation and replace as necessary		X					
Check tightness of the insulator support for the cable catenary wire between Block A and Block B	X						
Interior							
Enlarge ceiling access hatch for safe servicing of plant							
Carry out minor repairs to walls					X		
Repaint entire interior to comply with appropriate fire ratings					X		
Replace floor coverings							X
Exterior							
Straighten front copper guttering							
Repaint exterior		X					
General							
Upgrade access ramp to comply with provisions of Disabled Persons Code by provision of new handrail, supports and up-stand						X	
Upgrade steps so that risers are not more than 200mm	X				X		
Replace low level glass in doors and sidelights with toughened or laminated glass					X		
BLOCK B							
Structural							
Strengthen concrete block walls and waterproof					X		
Fire Protection							
Have all fire equipment serviced and ensure regular checks are carried out		X					
Upgrade secondary fire egress door from Area B1 to comply with requirements of Fire & Design of Education Buildings					X		
Replace door locks with ones that can be opened from the inside without the use of keys	X						

Integration Deed





 Emmanuel Christian School

Electrical									
Upgrade lighting in Area B1									
Upgrade no of power outlets in Area B1 to eliminate trailing cords	X								
Either replace time switch in Area B1 or replace cover to eliminate bare terminals	X								
Interior									
Carry out repairs to walls as required									
Repaint entire interior to comply with appropriate fire ratings									
Replace floor coverings									
Exterior									
Clean, spot prime and paint roof		X							
Repair exterior		X							
Replace missing downpipe		X							
General									
Upgrade access ramp to comply with provisions of Disabled Persons Code by provision of new handrail, supports and up-stand		X							
Replace low level glass in doors and sidelights with toughened or laminated glass		X							
Provide new landing for fire egress exit with new steps, handrails and supports to comply with requirements of Fire & Design of Education Buildings	X								
Provide toilet for disabled as required								X	

Integration Deed



10/18

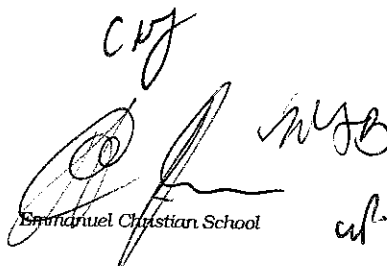
Birmingham Christian School

FOURTH SCHEDULE

STATEMENT OF FAITH

The Proprietor's Statement of Faith is as follows:

- (i) We believe in one God, eternal in three persons, Father, Son and Holy Spirit, the only living and true God, the Creator of Heaven and Earth.
- (ii) We believe that the Holy Scriptures of the Old and New Testaments are the only inspired and infallible record of the revelation of God to man, and are the supreme authority in all matters of life and faith.
- (iii) We believe in the universal sovereignty of God over all that He has created and maintains.
- (iv) We believe in the Providence of God whereby He sustains the universe, governs the world, supplies the needs of His people and brings His will to pass.
- (v) We believe that man was created in the image and likeness of God to have dominion over the earth and to do all things to the glory of God.
- (vi) We believe in man's universal fall into sin through Adam's transgression and in his subsequent disobedience, guilt, condemnation and judgement before God.
- (vii) We believe that God by His grace, and according to His good pleasure, restores to himself and to His service, all who in true faith call on the name of Jesus Christ.
- (viii) We believe in Jesus Christ, the only begotten son of the Father; That He was conceived of the Holy Spirit, born of a Virgin, crucified as a ransom for many, died and was buried, was raised from the dead and ascended into heaven. He is presently at the right hand of God the Father, and will personally return to earth in power and glory to judge the living and the dead.
- (ix) We believe in the necessity of the work of the Holy Spirit to apply the benefits of Christ's redemption to individual sinners, working in them regeneration, faith, repentance, sanctification and glorification.
- (x) We believe one, holy and universal Church which Christ the Lord and Head, gathers, preserves and defends for Himself by His Spirit and Word, out of the whole human race.


 Emmanuel Christian School