

**INTEGRATION DEED OF AGREEMENT**

**THIS DEED** is made the 30th day of September 1999.

**BETWEEN** **The Hawke's Bay Christian School Association Incorporated** an incorporated body under the provisions of the Charitable Trusts Act 1957. ("the Proprietor")

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

**BACKGROUND**

- A The Proprietor is the owner of Hastings 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 Hastings Christian School was established, mainly by members of the Reformed Church of Hastings, for children from evangelical Christian families. It was started as a sole charge school and registered as a full primary school in 1987 with an opening roll of 16 pupils. It was registered as a composite school in 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 boys and girls from Year 1 to 10.
- Board of Trustees** 2 The Board of Trustees shall be the controlling authority of the School and shall be constituted pursuant to Part 1X of the Education Act 1989 (“the Board”).
- Proprietor’s Land & Premises** 3 The Proprietor is the owner of all the land described in the **First Schedule** hereto and the improvements thereon (“the Proprietor’s land”).
- Integrated School Premises** 4 The Integrated School premises for the purposes of the Deed of Agreement is the land and improvements more particularly described in the **Second Schedule** (“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 as controlling authority of the School 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 At the request of the Proprietor, the Board may grant the use of the School premises and all the chattels and other assets associated therewith to the Proprietor or other persons or persons at any time when the School premises and chattels are not required for school purposes and the Board shall not unreasonably or arbitrarily withhold its consent. The Board may require the Proprietor or other person or persons to pay a reasonable fee to the Board as a condition of such use.
- School Premises External Use** 7 With the consent of the Proprietor, the Board may grant the use of the School premises and all the chattels and other assets associated therewith to any other person or persons at any time when the School premises and chattels are not required for school purposes and the Proprietor shall not unreasonably or



arbitrarily withhold their consent. The Board may require any such person or persons to pay a reasonable fee to the Board as a condition of such use.

- Proprietor's Debt** 8 The Proprietor shall be responsible for all mortgages, liens and other charges upon the School premises.
- Upgrading of Premises** 9 (a) The Proprietor, pursuant to Section 40 (2)(c) of the Act shall plan, pay for, and execute the improvements to buildings and associated facilities described in the **Third Schedule** forming part of the School premises, so as to bring the School premises up to the minimum standard required for comparable State Schools prevailing at the effective date of this Deed of Agreement.
- (b) 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.
- 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 (a) The Proprietor may own, control and maintain any lands, buildings, chattels and assets that, although not part of the integrated School premises, are regarded by the Proprietor as appropriate to maintain the Special Character of the School.
- (b) As long as the Proprietor and Board share a common meter for electricity, both shall contribute to the costs according to their respective use. Similarly, costs for shared services including stormwater, sewer, water and heating will be apportioned according to use.
- 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 other assets owned by the Proprietor for the purpose of the School against risks normally insured against in some reputable insurance office in New Zealand, and further acknowledges the obligation on it created by Section 40 (2) (h) of the Act.
- Future** 13 Subject to Clause 9 and 10 and any requirement placed on the Proprietor to



<b>Maintenance</b>		carry out deferred maintenance set out in the <b>Third Schedule</b> , the Minister, after the effective date of this Agreement, shall maintain the land, buildings, chattels and associated facilities comprising the School premises as though the School was a State School.
<b>Proprietor's Borrowings</b>	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.
<b>Staff Remuneration &amp; Terms of Employment</b>	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 proviso to section 71(6) applies 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 PROVIDED that in the case of such a teacher who is paid more than a teacher with comparable service and qualifications in a state school the Proprietor shall, after the effective date of integration, ensure that the Crown [acting through the Minister] shall not be liable for payment of the difference in the salary.
<b>Special Character Agreement</b>	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.
<b>Special Character Statement</b>	18 a)	Hastings Christian School is a year 1 to year 10 composite school established by the Hawke's Bay Christian School Association (the Proprietor) to provide a Christian education in keeping with the Constitution of the Proprietor for parents who desire such an education as an extension of that given in their own homes.
	b)	The Special Character of the school is determined by the Christian beliefs and values held by the Proprietor as stated in the following historic Reformed Confessions—the



Heidelberg Catechism, the Belgic Confession, and the Canons of Dort; or the Westminster Confession of Faith; or the Thirty-nine Articles of Faith of the Church of England—and summarised in the Statement of Beliefs appended as the **Fourth Schedule**. The Proprietor reserves the right to interpret the Special Character and to determine from time to time what is necessary to preserve and safeguard it.

- c) All members of the School community, Proprietor, trustees, parents, staff and pupils are expected to uphold the Special Character in the life and activities of the school.
- d) All learning programmes, including those based on the New Zealand Curriculum Framework, shall be taught from a Biblical perspective in accord with the Special Character of the School, subject to sections 31 and 32 of the Act.
- e) The School aims to teach pupils the knowledge of God as He reveals Himself in the Scriptures of the Old and New Testaments, the knowledge of His creative, providential and redemptive works, and a knowledge of human societies, cultures, literature, science and technology from a Biblical perspective. The goal of this instruction is to equip the pupils with the basic skills needed to function effectively as Christians and citizens in today's world and to equip them for the vocation God gives them. So that the pupils may fulfil their vocation the School seeks to:
  - inculcate an awareness that all of life is to be lived before God;
  - enable them to discern what is good in human history, culture, science and technology;
  - strengthen their commitment to Christ and His church;
  - help them develop their talents so they may serve God and their neighbours more effectively;
  - train them to live in obedience to God's Word in every aspect of life.

**Proprietor's  
Rights**

- 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





an advertisement may also state that a willingness and ability to uphold the Special Character shall be a condition of the appointment.

**Staffing  
Limits**

- 25(a) The staffing entitlement for the School shall be the same as that for a comparable State School at the effective date of integration of the School.
- (b) In the event that the School Board employs more staff than that to which it is entitled to under clause 25(a), then the Proprietor shall ensure that there shall be no residual liability [which shall include payment for staffing over entitlement after integration, and any redeployment pertinent to this overstaffing] on the Crown acting through the Minister.
- (c) For the avoidance of doubt the Proprietor shall indemnify the Minister to the fullest extent permitted by law from any financial loss whatsoever the Minister may suffer from any breach or non-observance of this clause by the Proprietor.

**Attendance Dues**


- 26 The Proprietor may enter into agreements with either the parents or other persons accepting responsibility for the education of students at the School providing that, as a condition of the enrolment and attendance of each student at the School, the parents or other persons shall pay attendance dues pursuant to the provisions of Section 36 of the Act.

**Definitions**

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

**Date**

- 28 The effective date of this Deed of Agreement shall be the 4 October 1999.
- 29 On and after the effective date specified in this Deed of Agreement the school shall be an Integrated Composite Year 1 to 10 school in terms of the Private Schools Conditional Integration Act 1975.

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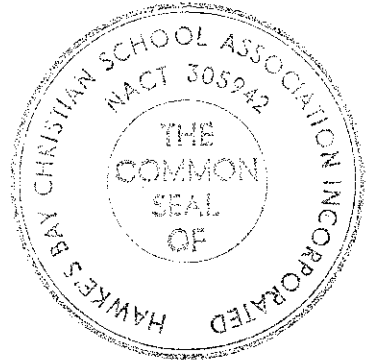
IN WITNESS WHEREOF these presence have been executed the day and year first hereinbefore written.

SIGNED by

) *[Handwritten Signature]* )

In the presence of:

*[Handwritten 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 )  
**HER MAJESTY THE QUEEN** )  
in the presence of )

*[Handwritten Signature: Kathy Phillips]*

*[Handwritten Signature]*  
\_\_\_\_\_  
Warren Henson  
Public Servant  
13a Feist Street  
Naenae

*[Handwritten Signature]*



## FIRST SCHEDULE

Description of total land and other improvements which comprise 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 Hawke's Bay Christian School Association Incorporated more or less situated on Copeland Road, Hastings, being known as the Hastings Christian School and being particularly described as follows and delineated in green on the plan forming part of the Second Schedule hereto.

1. All that parcel of land containing 1.5 hectares more or less situated in the City of Hastings being Part Lot 112 and 113 Block XI on Deposited Plan 362.

Subject to:

587358.2 Mortgage to West Pac Banking Corporation

Subject to:

Easements:

For Lots 112 and 113 Block XI on Deposited Plan 362 there are no easements or drainage rights over any part of the parcel of land



## 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.

*MR. [Signature]*  
*LL.*

**THIRD SCHEDULE**

**WORK TO BE CARRIED OUT BY THE PROPRIETOR ON THE INTEGRATED SCHOOL BUILDINGS**

These works are to be planned, executed and paid for by the Proprietor in accordance with the following schedule to bring the buildings and associated facilities up to the minimum standard of a comparable state school. The proprietor shall ensure that all work is carried out in accordance with accepted trade practice.

	1999	2000	01	02	03	04	05
<b><u>SITE:</u></b>							
Seal carpark					•		
Resolve flooding problems from street kerb	•						
<b><u>BLOCK A:</u></b>							
Provide ventilation/extraction from staff shower		•					
Remove refrigerators/freezers from toilet lobby	•						
<b><u>BLOCK B:</u></b>							
<b>Interior</b>							
Area (a) replace vinyl flooring							•
(b) replace vinyl flooring							•
secure heavy objects on shelving	•						
repair hole in wall		•					
(c) replace vinyl flooring							•
(d) complete wall linings		•					
paint interior		•					
provide floor coverings	•						
(e) replace vinyl flooring						•	
(f) replace vinyl flooring						•	
remove freestanding heaters	•						
(i) remove vinyl flooring				•			
(j) provide carpet floor coverings			•				
provide secondary egress door	•						

	1999	2000	01	02	03	04	05
(l) replace vinyl flooring				•			
(m) provide floor coverings	•						
complete wall linings		•					
paint throughout		•					
(n) provide floor coverings			•				
paint throughout				•			

**Exterior**

Paint the walls of (o), (n) and rear wall of block •

**Provide the following spaces by new construction or remodelling**

- 2 small teaching spaces @ 27.5 sq m each or 55 sq m total •
- Science/Technology teaching space @ 77 sq m •
- Library workroom @ 22 sq m •
- Phys-ed storeroom @10 sq m •
- Phys-ed changing room @ 14 sq m •
- Phys-ed toilets & showers @ 8 sq m •

*M.R. [Signature]*

## FOURTH SCHEDULE

### Statement of Beliefs

1. 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.
2. We believe that the Holy Scriptures of the Old and New Testaments are the only inspired and infallible written record of God's revelation to man, and the fully sufficient and complete authority in all matters of life and faith.
3. We believe in the absolute sovereignty of God over all that He has created and over all the affairs of men. We believe that He providentially sustains the universe, governs the world, supplies the needs of His people and accomplishes all His will in this world.
4. We believe that man was created in the image and likeness of God, to have dominion over the earth and to live for the glory and service of God.
5. We believe that all men have fallen into sin through Adam's transgression and so all men are guilty and have become transgressors; they are therefore under the condemnation of God.
6. We believe that God in His grace has chosen some for undeserved salvation and that He works in history to accomplish their salvation in order to reconcile them to Himself and restore them to His service.
7. We believe in Jesus Christ, pre-existing as God the Son, who took to Himself a human nature, being conceived by the Holy Spirit in the womb of the virgin Mary. We believe He was crucified for the redemption of His people, died and was buried, was raised from the dead for our justification, and has ascended into Heaven having received all authority in heaven and on earth. We believe that justification is through faith alone in Christ.

We believe that He presently reigns at the right hand of the Father over the whole world to consummate the redemptive plan of the Father and will personally return to earth in power and glory to raise all the dead and judge all men in the body, condemning the impenitent to eternal punishment and receiving the redeemed to eternal glory.

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8. We believe in the Holy Spirit who alone applies the benefits of Christ's redemption to sinners chosen for salvation, working in them new life, faith, repentance, and sanctification and joining them to Christ and to His church so that they may live godly lives in obedience to God.
  
9. We believe there is one holy and universal church which Christ, its Lord and Head, gathers out of the whole human race. He defends and preserves this church by His Word and Spirit. All believers are to join themselves to His church wherever it is established in local assemblies of believers, submitting to His Word and discipline in their doctrine and conduct as exercised by the church through its elders.

*M.P. ed  
L.V.*

