

INTEGRATION DEED OF AGREEMENT

THIS DEED is made the 1st day of September 1995

BETWEEN **The Trustees of the Evangelistic Church** ("the Proprietor") an incorporated body under the Charitable Trusts Act 1957

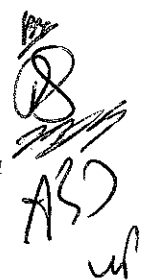
AND **Her Majesty The Queen** acting by and through the Minister of Education ("the Minister").

BACKGROUND

- A The Proprietor is the owner of St Martins 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 This composite School was registered in 1980 as a primary school with a separate secondary school registered the following year. It has operated since then as a New Entrants to Form 6 composite school for girls and boys offering education with a Special Character. The primary section only of the School will be integrated, with the secondary section continuing as an independent school.

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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- 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 **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 (a) 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.

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- Shared Use** (b) As long as the Proprietors and School 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.
- Provision of Facilities** 12 The Proprietor agrees that staffroom, casualty sickroom and additional storage spaces will be provided in the non integrated area of the School.
- Insurance** 13 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** 14 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** 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 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.

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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.

**Special
Character
Definition**

19 (a) Both the New Entrant to Form 2 primary school (the Integrated School) and the secondary section, (continuing as an independent school) of St Martins Christian School were established by the Evangelistic Church (formerly known as the Evangelistic Church of Christ, Christchurch) for the purpose of offering education with a special character in a caring environment to the children of its members, and to children of parents from other churches with a similar Biblical basis of faith and doctrine. The Church regards the School as an extension of their Christian fellowship with their members, and with other Christian families where they can exercise their right to live and teach to their children faith in the Lord Jesus Christ as their personal Saviour, and Christian values as revealed in the Bible as an integral part of their general education.

(b) The Special Character of the School is determined by the Christian Beliefs and values held by the Evangelistic Church which, by resolution of its Leadership, continue to have the right to determine from time to time what is necessary to preserve and safeguard the Special Character.

(c) It is the mission of the school to sow into the lives of its children faith in Jesus Christ, and foster in their lives Christian values as revealed by God in the Bible so that they may develop into responsible citizens, and fulfil their personal destiny. To this end the School has a daily assembly for prayer.

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ABJ

worship and encouragement led by a Christian, and has Christian staff who integrate a Christian dimension into their classroom programmes based on Biblical beliefs and values as determined by the Leadership of the Evangelistic Church.

This Christian dimension includes

- knowledge of God as Father, Creator and Sustainer of all existence,
- appreciation of the Lord Jesus Christ as the Son of God, and Saviour of mankind,
- recognition of the Holy Spirit's work in revealing God's Truth and drawing people to Him,
- appreciation of God's absolute standard in conduct and relationships derived from the Bible and natural moral law, and as expressed traditionally by the Church,
- promotion of a balanced life-style fostering academic, social, physical and spiritual development through a caring, ordered and disciplined environment,
- development of self-discipline which will equip each child to be conscientious, appreciative, co-operative, responsible, and above all to be actively supportive and caring towards others, and the creation about them.

**Proprietor's
Rights**

- 20 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;

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- (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.

**Curriculum
Responsibilities** 21

The Proprietor agrees that, in keeping with the intent of Section 31 of the Act, the school shall instruct the pupils in accordance with the curricula and syllabuses prescribed by the Education Act 1989 and by regulations made under that Act:

Provided that the general school programme shall reflect the education with a special character provided by the integrated school, and religious and other examples may be used may be used to reinforce teaching throughout the school day.

School Roll 22

The School had a roll of 61 pupils in New Entrants to Form 2 at the first day of July 1995. It is agreed, as provided for in Section 7(6)(g) of the Act, that the maximum roll of the School shall be 84.

**Enrolment
Preferences** 23

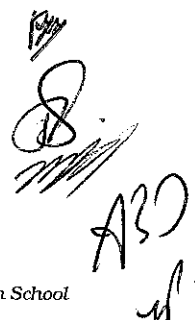
- (a) A preference of enrolment at the School under Section 29(1) of the Act shall be given to those pupils with parents who have established a particular connection with the School through membership of, or affiliation with, the Evangelistic Church or a general connection with the Special Character of the School through belonging to other Christian churches having a similar Biblical basis of faith and doctrine. The parent(s) will be Christian, confirmed in writing as having active membership and regular attendance at their church by its minister. The Board shall not give preference of enrolment to the parents of any child unless the Proprietor (ie Church Leaders and Trustees) concurs that those parents have established a particular or general connection with the Special Character of the School to the satisfaction of the Board.

- (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** 24 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 Tagged Positions** 26 The Proprietor, in accordance with Section 66(1), designates one permanent teaching position at the School as special position requiring particular capabilities on the part of a teacher holding this position.
- Advertisements for this position shall require appointees to possess these particular capabilities as a condition of appointment.
- Staffing Tagged Positions** 26 The Proprietor in accordance with Section 65 (1)(c) designates one permanent teaching position at the School as a position of importance carrying a responsibility for religious instruction. Advertisements for this position shall state that a willingness and ability to take part in religious instruction appropriate to the Special Character of the School shall be a condition of appointment. Such an advertisement may also state that a willingness and ability to uphold the Special Character shall be a condition of the appointment
- Staffing Restrictions** 27 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** 28 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** 29 Unless expressly provided for in this Agreement words and expressions shall have the meaning given those words and expressions in the Act.
- Dated** 30 The effective date of this Deed of Agreement shall be the eleventh day of September 1995.
- 31 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.

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



THE COMMON SEAL OF THE EVANGELISTIC CHURCH)
was hereunto affixed in the presence of:)

Peter Cull . Chairman of Trustees.
Down Trustee.
Haroldson PASTORAL TEAM
Miles 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)

Kathy Phillips

HER MAJESTY THE QUEEN in the presence of:

ASD

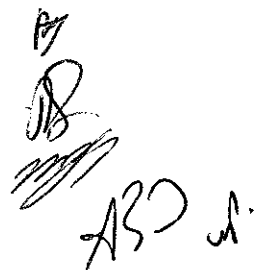
FIRST SCHEDULE

Description of total land, buildings and other improvements comprising 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 Trustees of the Evangelistic Church more or less situate in Milson Road, Christchurch, 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 1.0719 hectares or thereabouts situated in the City of Christchurch being Lot 4 on Deposited Plan 38139 and being all the land in Certificate of Title Volume 16F/1201 (Canterbury Registry)

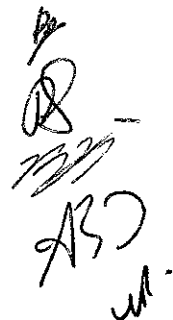
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SECOND SCHEDULE

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.

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ST MARTIN'S 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:

	11. 9.95	11. 9.96	11. 9.97	11. 9.98	11. 9.99	11. 9.2000	11. 9.2001
SITE							
Ensure Adventure playground and playground equipment complies with NZS 5828:1986 "Specifications for Playgrounds and Playground Equipment"			X				
Repair fence on south side of grassed area		X					
Repair asphalt areas as necessary		X					
Provide additional hard court area							
Repair leaking drinking fountain		X					
BLOCK A							
Fire Protection							
Replace lockset to secondary egress door with one that can be opened from the inside without the use of keys							
Ensure that doors open out to landing and steps with risers no greater than 200 mm							
Replace fire alarm sounder outside Area A1		X					
Provide secondary egress		X					

11. 9.95 11. 9.96 11. 9.97 11. 9.98 11. 9.99 11. 9.2000 11. 9.2001

Electrical

Upgrade lighting
 Provide cover to switch board in terms of appropriate Codes
 Change ceiling rose in Boiler Room to comply with Regulations
 Fix insulation on boiler
 Provide solid core door to boiler room

X
 X
 X
 X

General

Install ceilings/insulation & structurally upgrade if required in terms of the Works Consultancy Report of May 1995
 Paint interior
 Replace carpet

X
 X

Exterior

Provide access for the disabled
 Paint roof
 Paint exterior
 Repair areas of subsidence around foundations

X
 X
 X

BLOCK B

Area 2

Fire Protection

Replace lockset to secondary egress door with one that can be opened from the inside without the use of keys
 Replace broken glass in call point between Areas 2 & 3
 Ensure that doors open out to landing and steps with risers no greater than 200 mm
 Provide insulation between radiant heaters and hessian board

X
 X
 X

Electrical

Upgrade lighting
 Upgrade number of power points
 Permanently wire radiant heaters

X
 X

General

Install ceilings/insulation & structurally upgrade if required in terms of the Works Consultancy Report of May 1995
 Replace floor covering
 Paint interior

X
 X

	11. 9.95	11. 9.96	11. 9.97	11. 9.98	11. 9.99	11. 9.2000	11. 9.2001
TOILETS							
Repaint interior						X	
Upgrade flooring with impervious seamless flooring				X			
Repaint roof						X	
Area 3							
Fire Protection							
Replace lockset to secondary egress door with one that can be opened from the inside without the use of keys	X						
Ensure that doors open out to landing and steps with risers no greater than 200 mm		X					
Electrical							
Upgrade lighting			X				
Upgrade number of power points			X				
Provide cover to switch board in terms of appropriate Codes	X						
General							
Install ceilings/insulation & structurally upgrade if required			X			X	
Replace floor covering						X	
Paint interior						X	
Exterior							
Waterproof and paint roof							
Repair guttering and renew fascia as necessary on west side			X				
Replace or repair broken "Hardiplank" sheets		X					
Paint woodwork		X					
Paint exterior							X
BLOCK C							
Areas 4 & 5							
Fire Protection							
Replace lockset to secondary egress door with one that can be opened from the inside without the use of keys						X	
Ensure that doors open out to landing and steps with risers no greater than 200 mm						X	
Provide an additional call point between Areas 4 & 5	X						
Provide a 30 Minute separation between Areas 5 & Computer Room						X	

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General									
Paint interior									
Replace exterior doors									X
Exterior									
Paint roof									
POOL									
Obtain report on Pool plant & fittings and rectify as required									
GENERAL									
Fire Protection									
Provide additional fire hose reels as required									
Disabled Access									
Provide access for the disabled as required in terms of NZS 4121									
Health & Safety									
Eliminate potential hazards associated with sheds and other features to meet the requirements of the Health & Safety in Employment Act									
Structurally secure boiler and library shelving									
Upgrade heating/electrical wiring									
BUILDING REQUIREMENTS									
Provide by new construction or remodelling the following:									
Toilet facilities for the disabled									
Staff toilet facilities									
Girls' toilet facilities									

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