

INTEGRATION DEED OF AGREEMENT

THIS DEED is made the 13th day of March 19945

BETWEEN **The Maranatha Foundation** ("the Proprietor") a Trust incorporated 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 the Maranatha 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 1967 as a New entrants to Form 2 primary school for girls and boys offering education with a Special Character and was subsequently granted registration as a secondary school. The School operated as a combined school under the name Prospect House until 1983 when it reverted to a primary school. The name was changed to Maranatha Christian School in 1989.

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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 of**Facilities**

- 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 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) Maranatha Christian School is a Primary, New Entrants to Form 2 Christian school. The name "Maranatha" highlights the ultimate vision of preparing children for the greatest future event - the Second Coming of Jesus Christ. The school was established by the Commonwealth Covenant Church for the purpose of providing education with a Special Character to the children of its members and to children of families from other churches with a similar Biblical basis of faith and doctrine. The School is an extension of Church and family life, where members can exercise their right to teach basic Biblical values to their children within a caring Christian environment.
- (b) The Special Character of the School is upheld by the Maranatha Foundation Board and is determined by the Christian beliefs and values held by the Commonwealth Covenant Church as defined by the Pastors Conference who continue to have the right to determine from time to time what is necessary to preserve and safeguard that Special Character.
- (c) Maranatha Christian School aims to provide an environment in which Christ is the centre of the lives of pupils and staff, where the Word of God has an honoured place.
- (d) It is the goal of the School that Christian character be developed in the life of each student, so that they may find life-long fulfilment in making the unique and positive contribution to society for which they were created. Therefore the aim is to educate young people to have courage and integrity, who will understand, appreciate and practise the virtues of Christianity. This, we believe, will furnish our country with responsible citizens. To this end, everything that is taught at the School is incorporated into a Christian world

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view based firmly on the Bible both as the source of truth and the unifying factor which gives perspective and meaning to all learning. The principal features of this unified programme are:

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 the world,

recognition of the Holy Spirit's work in revealing God's truth and drawing people to Him,

promotion of a Christian lifestyle fostering spiritual, academic, social and physical development through an ordered and disciplined environment,

inculcation of effective self-discipline by educating students to be appreciative, cooperative, responsible, conscientious and above all caring towards others and the creation about them.

Proprietor's Rights & 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 125 pupils in New Entrants to Form 2 at the first day of July 1994. It is agreed, as provided for for in Section 7(6)(g) of the Act, that the maximum roll of the School shall be 140.

Enrolment**Preferences**

- 21 (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 or general connection with the Special Character of the School. The Board shall not give preference of enrolment to the parents of any child unless the Proprietor 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**

- 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 the 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**

- 23 An advertisement for the position of Principal of the School may, 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.

Chaplain

- 24 Religious Studies forms part of the education with a Special Character provided by the School and therefore the Proprietor, at its expense, may employ any person or persons whether as a Chaplain or otherwise for duties relating to the instruction and the provisions of Section 69(2) and (3) of the Act shall apply.

Staffing**Tagged****Positions**

- 25 The Proprietor in accordance with Section 66 (1) may designate the permanent teaching positions at the School as special positions requiring the appointees to assist in the planning, organisation and responsibility of courses and programmes at the School to ensure that they reflect the Special Character of the School.

Advertisements for these designated positions shall state that a willingness and ability to uphold the Special Character shall be a condition of the appointment.

Staffing**Restrictions**

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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.

Staffing Limits

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If at the effective date of integration the School has more teachers than the staffing entitlement in a comparable State School, a teaching position shall be dis-established when a teacher leaves that position, unless an exception has been made under Section 91 of the Education Act 1989.

Attendance**Dues**

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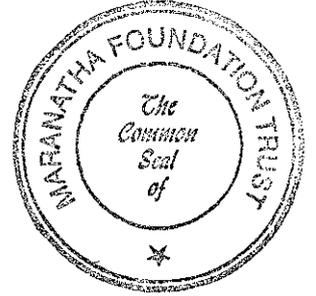
The Proprietor may either enter into agreements with the parents or other persons accepting responsibility for the education of pupils at the School provided as a condition of the enrolment and attendance of each pupil at the School that the parents or other persons shall pay attendance dues pursuant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

- Definitions** 29 Unless expressly provided for in the Act, nothing in this Agreement shall be deemed to limit or restrict the powers imposed on the Proprietors under the Act.
- Dated** 30 The effective date of this Deed of Agreement shall be the fifteenth day of March 1995.
- 31 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.

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

THE COMMON SEAL OF THE MARANATHA FOUNDATION)
was hereunto affixed in the presence of:)

Jeremy P. Bennidge (SECRETARY) TRUSTEE
AW Pearce (Chairman & 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:

Charlotte Hughes-Johnson
Adviser
36 Hanover Street
Wellington

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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 Maranatha Foundation Trust, more or less situate in Hill Road, Belmont, Lower Hutt, being known as the Maranatha 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 1.2390 hectares more or less situate in the City of Lower Hutt being Lot 1 on Deposited Plan 60350 and being all the land in Certificate of Title Volume 30A/730 (Wellington Registry)

SUBJECT TO

Transfer 278779 Fencing Agreement

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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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MARANATHA 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:

	15. 3. 95	15. 3. 96	15. 3. 97	15. 3. 98	15. 3. 99	15. 3. 2000	15. 3. 2001	15. 3. 2002
SITE								
Reseal driveway								
Form a separate sealed bus turning area							X	
Fit grates to vent holes under building							X	
Replaster steps outside Areas 16 & 17 as necessary		X	X					
Asphalt internal courtyard to provide level surface and incorporate drainage								
Trim back trees which overhang buildings				X				
Replace roof over covered courtyard		X						
Provide fence at end of playing field near gully		X	X					
Install collection sump at tennis court corner of playing field and drain to drainage system		X						
Confirm that sub-soil drain across playing field is one metre deep with fabric filter at trench sides. If not take corrective action		X						
Install a concrete wing wall structure with pipe and debris sump at the 150mm PVC stormwater pipe entrance and connect sub-soil drain through this at 200mm above invert								
Dig trench across top of slip face to collect surface runoff		X						
Install collection sump at end of trench and pipe to culvert		X						
Grade top of slip face at maximum slope of 2.5 : 1		X						
Plant entire face of slip with suitable ground cover with top 3 metres in suitable quick growing trees							X	
Repair handrails to steps outside Areas 16 and 17							X	

(H) [Signature]

1 . 95 15. 3.96 15. 3.97 15. 3.98 1 . 99 15. 3.2000 15. 3.2001 15. 3.2002

BLOCK A

Fire Protection

- Remove tower bolt from door in Area 1
- Replace locksets on doors in Area 1 with ones that can be opened from the inside without the use of keys
- Remove tower bolt from door in Area 2
- Replace locksets on doors in Area 2 with ones that can be opened from the inside with out the use of keys

x
x
x
x

Electrical

- Upgrade lighting in Area 1
- Ensure that power points are able to work separately in Area 1
- Upgrade lighting in Area 2
- Upgrade number of power points in Area 2

x
x
x
x

General

- Clean skylight in Area 1
- Paint interior of Area 1
- Replace carpet in Area 1
- Clean skylight in Area 2

x
x
x
x

Exterior

- Paint exterior surfaces
- Spot treat rust spots around nail holes in roof
- Paint roof

x
x
x

BLOCK B

General

- Replace flooring with seamless vinyl or similar
- Upgrade urinal
- Paint interior

x
x
x

Exterior

- Finish off exterior lining
- Paint exterior surfaces
- Spot treat rust spots around nail holes in roof
- Paint roof

x
x
x
x

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15.3.95 15.3.96 15.3.97 15.3.98 15.3.99 15.3.2000 15.3.2001 15.3.2002

BLOCK F

Fire Protection

- Remove tower bolts from doors in Area 10 x
- Replace locksets to doors in Area 10 with ones that can be opened from the inside with out the use of keys x
- Provide additional handrail to fire escape from Area 10 x

Electrical

- Upgrade lighting in Area 10 x

General

- Fasten down loose carpet in Area 10 x
- Replace carpet in Area 10 x
- Paint interior of Area 10 x
- Provide STDU in Area 13 x
- Replace carpet in corridor x

Exterior

- Paint exterior x
- Paint roof x

BLOCK G

Fire Protection

- Remove tower bolts from doors in Area 15 x
- Replace locksets to doors in Area 15 with ones that can be opened from the inside with out the use of keys x
- Reactivate door to Area 15 to provide emergency egress x

Electrical

- Upgrade heating in Area 15 x

General

- Replace carpet in Area 15 x

Exterior

- Paint exterior surfaces x
- Paint roof x

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BLOCK I

Fire Protection

- Remove tower bolts from door in Area 21 X
- Replace locksets to door in Area 21 with ones that can be opened from the inside with out the use of keys X
- Remove tower bolts from door in Area 24 X
- Replace lockset to door in Area 24 with one that can be opened from the inside with out the use of keys X

Electrical

- Upgrade lighting in Area 21 X
- Upgrade lighting in Area 24 X
- Repair broken power point in Area 24 X
- Upgrade number of power points in Area 24 X

General

- Re-lay carpet in Area 18 X
- Repair hole in wall in Area 21 X
- Clean carpet in Area 21 X
- Paint interior of Area 21 X
- Replace skylight in corridor outside Area 22 X
- Repair ceiling in Area 23 where water has leaked through X
- Repair hole in wall in Area 24 X
- Paint interior of Area 24 X

Exterior

- Paint exterior surfaces X
- Paint roof X

BLOCK J

Exterior

- Paint exterior surfaces X
- Paint roof X

GENERAL

- Provide access for disabled to all areas X
- Provide toilets for the disabled X
- Provide hot water to all toilets X
- Improve ventilation in Areas 11, 12, and 13 X

3.95 15.3.96 15.3.97 15.3.98 3.99 15.3.2000 15.3.2001 15.3.2002

Identify all fluorescent fittings containing PCB's and replace by 1 August 1995

BUILDING REQUIREMENTS

Provide by new construction or remodelling the following:

Casualty/Sickroom of 9 sq m

Upgrade Area 15 to provide suitable teaching environment

Demolish Pool and level site

Demolish Blocks C & D

x
x
x
x

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