

## INTEGRATION DEED OF AGREEMENT

THIS DEED is made the 18<sup>th</sup> day of February 1998

**BETWEEN** New Life Ministries Incorporated ("the Proprietor") a charitable entity 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 Nelson Christian Academy ("the School") a member of the New Life Churches of New Zealand.
- 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 and was established in 1977 and has operated as a Christian private school for girls and boys from Year 1 to Year 8 offering education with a Special Character.
- The School also operated with Year 9 to Year 13 pupils from 1993 to 1996 inclusive.
- The present intention is to proceed with Year 1 to Year 8 with a view to integration.

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**NOW THIS DEED WITNESSES AND IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:**

- |   |    |  |
|---|----|--|
| <b>Agreement</b>                        | 1  | The Minister and the Proprietor agree that the School is to become an Integrated Year 1 to Year 8 Primary School pursuant to the Act.  |
| <b>Proprietor's Land &amp; Premises</b> | 2  | The Proprietor is the owner of all the land described in the First Schedule hereto ("the Proprietor's land") and the improvements thereon.   |
| <b>Integrated School Premises</b>       | 3. | 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."   |
| <b>Use of School Premises</b>           | 4. | 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 exclusive right of possession and use of the School premises and all chattels and other assets Associated with the School. |

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**School Premises  
Proprietor's Use**

5. At the request of the Proprietor, the Board may grant the use of the School premises and all chattels and other assets associated therewith to the Proprietor or other person 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**

6. With the consent of the Proprietor, the Board may grant the use of the School premises and all chattels and other associated assets associated therewith to any 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 its 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**

7. The Proprietor shall be responsible for all mortgages, liens and other charges upon the School premises.

**Upgrading  
Buildings**

8. The Proprietor 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

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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.

The Proprietor shall, upon completion of any improvements to electrical services described in the Third Schedule, arrange for the local electrical supply authority to inspect the School premises in terms of Regulation 45 of the Electrical Supply Regulations 1976 or such other regulation as shall be in force in substitution for the time.

9. 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**

10. 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**

11. The Proprietor shall insure the buildings forming part of the School premises and the Proprietor's chattels (if any) 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.

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**Future Maintenance**

12. Subject to Clauses 8 and 9 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**

13. 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**

14. 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.
15. A teacher shall pursuant to section 71(6) 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.

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**Special Character  
Agreement**

16. 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  
Agreement**

17. Parents wishing to enrol their children at Nelson Christian Academy must have established a particular or general connection with the Special Character of Nelson Christian Academy.

The Special Character is defined as:-

(1.) Nelson Christian Academy is a full Primary School designed to provide an educational programme based upon Christian values and a Christian world-view.

**Mission Statement:**

The School aims to provide a first class Christian education that will meet the spiritual, academic, emotional, social and physical needs of its students.

Nelson Christian Academy exists for the purpose of providing a Bible based Christian education for the Nelson region.

In particular it will provide for families which attend Bible

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believing Churches and in general it will provide for families which hold Christian beliefs and values. It is a ministry designed to assist parents in their God-given task to bring up their children in the "training and admonition of the Lord", (Ephesians 6 v4) so that they may, "love the Lord their God with all their heart, and with all their soul, and with all their mind and with all their strength." (Mark 12:30).

- (2.) The special character of the School is determined by the Trustees of New Life Ministries Incorporated, (the Proprietors of the School.). The Christian beliefs, values and lifestyles are held by the Nelson and Richmond New Life Churches.

Namely:

- (a.) God is creator of heaven and earth, of all things visible and invisible, sustaining and ruling over creation, including mankind.
- (b.) God is the source of all wisdom and knowledge.
- (c.) God the Father, Jesus His Son and the Holy Spirit are integral to every area of study and endeavour in the School.

- (3.) The School reflects this by:

- (a.) Using the Bible as the basis for exploring God's world and as a standard against which to compare and interpret all curriculum materials and educational practices.
- (b.) Teaching Christian values, behaviour and forgiveness through the process of acknowledgment of sin, repentance and acceptance of Jesus' gift of grace.
- (c.) Using prayer as a key tool in learning, inviting the Holy Spirit into every learning situation.
- (d.) Regarding all children, no matter of what race or nationality, as having value because they are made in the image of God and are loved by Him. Encouraging each child, as a unique individual, to develop to his/her fullest potential the gifts God has given to him/her and acknowledging achievement in accordance with the child's efforts.

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- (e.) Integrating knowledge and understanding with Christian beliefs through a balanced, comprehensive range of learning strategies based upon appropriate Christian curricula and proven educational programmes.
- (f.) Acting as a continuum and extension of the teaching provided in the Christian home and in the Church.
- (g.) Providing an environment where children, parents and teachers can experience Godly relationships, showing the character of Christ in love, discipline, respect, honour and trust and witness an exemplary demonstration of Biblical truths in the lives of others.
- (h.) Providing staff who are suitable role models of the qualities it seeks to engender in the students.
- (i.) Expecting parents of children attending the school to promote these beliefs and practices.

**Proprietor's Rights  
& Responsibilities**

18. 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, 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.

**Board of  
Trustees**

19. The Board of Trustees shall be the controlling authority of the School and shall be constituted pursuant to the Education Act 1989.

  
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**School Roll**

20. The School had a roll of 127 pupils in Year 1 to Year 8 at the 1<sup>st</sup> day of July 1997 being the year in which the roll figures were last compiled. It is agreed, subject to any amendments as provided for by Supplementary Agreements, that the maximum roll of the School shall be 150.

**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 and 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 5% 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

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

**Chaplain**

24. Christian 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 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 may designate all the teaching positions at the School which in accordance with Section 66 (1) of the Act shall be positions which require an appointee to accept and exercise a responsibility to maintain and preserve the Special Character of the School. Advertisements for these positions shall require an appointee to possess these capabilities as a condition of appointment.

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**Staffing Restrictions**

26. 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 consent of the Secretary.

**Staffing Limits**

27. When teachers' salaries are funded via a payrolled school through the central allocation of teacher entitlements, and 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**

28 The Proprietor may enter into agreements with either the parents or other persons accepting responsibility for the education of pupils at the School that, as a condition of enrolment and attendance of each pupil at the School, 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.

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.

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**Dated**

31 The effective date of this Deed of Agreement shall be the.....  
day...of.....

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

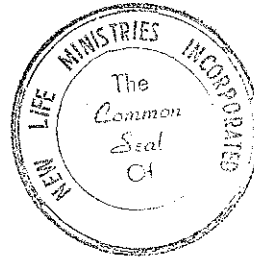
**IN WITNESS WHEREOF** these presents have been executed the day and year first hereinbefore written.

**THE COMMON SEAL OF** )

New Life Ministries Incorporated )

was hereunto affixed in the )

presence of: *[Signature]*



*[Signature]*  
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**SIGNED** by

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:

*[Signature: Kathy Phillips]*

*[Signature]*  
Adviser  
Wellington

*[Signature]*  
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### **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 New Life Ministries Incorporated more or less situate in Marsden Valley, Stoke, Nelson 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 detailed on page 8 Building Integration Report by Opus International Consultants Limited dated July 1997 as follows:-

"Currently the School owns 2.183 hectares, which has buildings A,B,C,D,J and K.

The School also is currently negotiating to purchase the land that Buildings E,F,G,H, and I are sited on. The School owns all these buildings. The approximate area of this land is 0.275 hectares.

The School has also just purchased another small section from land adjacent to the School, this land area is approximately 0.57 hectares.

How much of this land is useable is difficult to ascertain, but could be in the order of 1.5 to 1.8 hectares. The School could have a roll of up to 250 with this area of useable land."

  
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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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## THIRD SCHEDULE

## WORKS 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. All work is to be carried out by competent tradesmen or in a workmanlike manner to the Ministry of Education standards.

(NOTE: 1 to 10 must be carried out before integration.)

1. Replace carpet where worn and fix to floor.	'97 X
2. Replace all portable electric heating with fan convector or "black heat" radiant heaters in all classrooms. To meet code requirements of 18 degrees.	X
3. Remove all rubbish around buildings that could sustain a fire.	X
4. Restrict the access to under classrooms.	X
5. Remove redundant brick fireplace in Block B.	X
6. Craftroom: Line roof or ceiling with 9.5mm thick plaster board Insulate between roof lining with 100mm thick fibreglass insulation.	X
7. Craftroom: Install permanent heating in room, to meet code requirements of 18°	X
8. Craftroom: Repair alternative means of escape - door hardware.	X
9. Craftroom: Handrail at northern end fire escape. The landing and steps are a potential hazard for pupils to fall from.	X
10. Craftroom: Ventilation (mechanical) for the woodworking machinery and room will need to be considered to reduce the dust contamination.	X

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WORKS TO BE CARRIED OUT BY THE PROPRIETOR IN RELATION TO THE INTEGRATED SCHOOL:  
 This is an addition to the THIRD SCHEDULE on page 15.

OTHER RECOMMENDATIONS (not essential before integration.)

- |  | THIRD | SCHEDULE (continued) |     |     |
|--|-------|----------------------|-----|-----|
|  | '99   | '00                  | '01 | '02 |
| 11. <b>Access and Facilities for Disabled Persons.</b><br>At present the classrooms cannot be accessed by disabled persons easily. This will need to be addressed by the Board of Trustees when the next building alterations are carried out, or beforehand should a disabled person require it. The type of facility required is a 1:12 ramp to the classrooms, disabled toilet/shower for staff and pupils. | X     |                      |     | X   |
| 12. It is recommended that consideration be given to dividing the roof void to reduce lateral fire spread. This should be programmed in the NEXT 5 years.  |       |                      |     |     |
| 13. When the next major upgrade of a classroom area, ie., new classrooms, access and facilities for disabled persons be installed. Ramp at classroom 5 end of corridor. Disabled toilet complete with shower. (Refer No 11 above.)   |       |                      |     | X   |
| 14. <b>Craftroom:</b> Install diffusers on light fittings. Can be carried out in the next 3 to 5 years.  | X     |                      |     |     |
| 15. <b>Block G - Caretaker's:</b> Clean roof and repaint.  |       |                      |     |     |
| 16. <b>Block F - Mark's Classroom:</b> Paint and repair the external wall claddings. Should be carried out in the next 2 to 3 years.   |       | X                    |     |     |
| 17. <b>Block F:</b> Clean and paint the roof. Should be carried out in the next 2 to 3 years.  |       | X                    |     |     |
| 18. <b>Craftroom:</b> This building has a front entrance with softboard wall linings. To be replaced with 9.5mm thick plasterboard when the next alterations are carried out in the building.  |       |                      |     | X   |

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