

V

Paeroa Christian Schools Incorporated Integration Deed of Agreement

This Deed: is made the 30th day of May 1997

Between: The Paeroa Christian Schools Incorporated ("the Proprietor") incorporated under the Incorporated Societies Act 1908 on the 1st day of October 1987

And: Her Majesty the Queen acting by and through the Minister of Education ("the Minister").

Background:

- A The Proprietor is the owner of Paeroa Christian School ("the School") an interdenominational Christian 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 is currently operating as a primary school for girls and boys from New Entrants to Form Two, 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 integrated pursuant to the Act.

Board of Trustees:

- 2 The Board of Trustees ("the Board") shall be the "Controlling Authority" of the School and shall be constituted pursuant to the Education Act 1989.

Proprietor's Land and Premises:

- 3 The Proprietor is the owner of all the land described in the First Schedule ("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 herein after 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 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.

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 Pursuant to Section 40(2)(c) of the Act 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 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. 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:

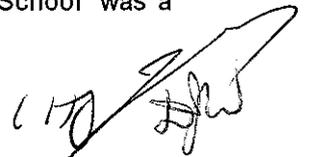
- 11 The Proprietor may own, control and maintain any lands, buildings, chattels and assets that, although not part of the School premises (as defined by clause 4), are regarded by the Proprietor as appropriate to maintain the Special Character of the School.

Insurance:

- 12 The Proprietor shall insure the buildings forming part of the School premises and the Proprietor's chattels (if any) owned or held upon trust 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 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:

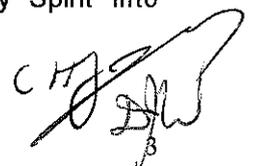
- 18 18.1 Paeroa Christian School is a Christian school established by and for parents choosing a God-centred education for their children.
- 18.2 The mission statement of the School is: "To provide for parents a balanced Christian education to help develop children to their full potential, preparing them for service to God and the community".
- 18.3 The Special Character of the School is determined by the Statement of Faith and Guiding Principles contained in the Proprietor's Constitution and the Society Executive of the Proprietor shall have the right to determine from time to time what is necessary to preserve and safeguard that Special Character.

Special Character Statement:

- 18.4 Because God is:
- the Creator of heaven and earth, of all things visible and invisible, sustaining and ruling over creation, including man....and is
 - the source of all wisdom and knowledge God the Father, Jesus His Son, and the Holy Spirit are relevant to every area of study and endeavour in the School.

The School reflects this by:

- (a) using the Bible as the basis for exploring God's world;
- (b) teaching Christian values and behaviour 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;



Handwritten signature and initials, possibly 'C.H.J.' and 'D.W.', with a large flourish.

- (d) encouraging each child to give of their best because God creates and equips each person for their unique role in His service, and acknowledging achievement in accordance with the child's effort;
- (e) implementing the curriculum through the perspective of Christian beliefs and values as exemplified in the Bible;
- (f) acting as a continuum and extension of the teaching provided in Christian homes;
- (g) endeavouring to develop 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.

Proprietor's Rights and Responsibilities:

- 19 The Proprietor shall subject to the provisions of this Agreement:
- 19.1 Continue to have the responsibility to supervise the maintenance and preservation of education with a Special Character provided by the School.
 - 19.2 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.
 - 19.3 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.
 - 19.4 Expect that the members of the Board of Trustees will indicate their commitment to the Special Character of the School.

School Roll:

- 20 The School had a roll of 38 pupils New Entrants to Form 2 at 1 March 1997. It is agreed that the maximum roll of the School shall be 75.

Enrolment Preferences:

- 21 21.1 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.
- 21.2 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 current roll of the School.

Access to School:

- 22 The Proprietor together with its servants, agents and licensees shall, subject to 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.

Handwritten signatures and initials, including what appears to be 'C.P.' and 'D.P.' with a date '4/1' and other initials.

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.

Staffing - Teaching 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 been notified by the Proprietor to the Secretary of Education without first obtaining the consent of the Secretary.

Attendance Dues:

- 26 The Proprietor of the School 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 provision of Section 36 of the Act.

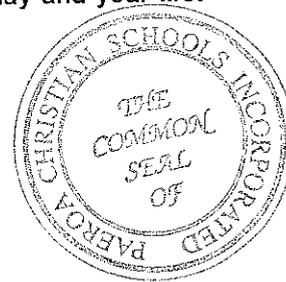
Dated:

- 27 The effective date of this Deed of Agreement shall be the fourth day of June 1997.
- 28 On and after the effective date specified in this Deed of Agreement the School shall be an integrated New Entrants to Form 2 primary school in terms of the Private Schools Conditional Integration Act 1975.

A handwritten signature in black ink, appearing to be 'J. W. M. C. H. J.', is written in the bottom right corner of the page.

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

THE COMMON SEAL OF THE PAEROA CHRISTIAN SCHOOLS INCORPORATED)



was hereunto affixed in the presence of:)

[Signature] John William Tissingh - Board Chairman

[Signature] Delwyn Joy Wankill - Board Secretary

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:)

[Signature] Kathy Phillips

Charlotte Hughes-Johnson

Adviser

36 Haverer St
Wellington

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 Paeroa Christian Schools Incorporated, more or less situate in Coronation Street, Paeroa, being known as Paeroa 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 4044 square metres or thereabouts situated in Block XII Waihou Survey District being Lots 6, 7, 8, and 9 on Deposited Plan 7313 and being all the land in Certificate of Title Volume 45D/124 (South Auckland Registry).

CHD 
Paeroa Christian School 

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.


Paeroa Christian School


PAEROA 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.

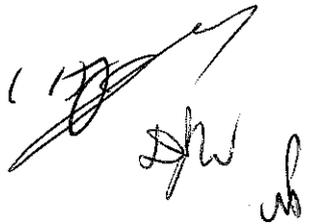
SUMMARY OF DEVELOPMENT PLAN 1997 TO 2000

Provide Health and Safety Requirements as specified below by 4 June 1997

- Provide Fire Alarm System
- Upgrade fire exit doors
- Remove portable heaters
- Provide protection as necessary for screws on powerpoints and switches.
- Provide Staff/Disabled Toilet facilities
- Provide new flooring in toilets, paint and general maintenance
- Check all fluorescent lights for PCB's & replace as necessary
- Ensure playground equipment complies with specifications
- Provide cover plates for sump and drain adjacent to Hall
- Provide temporary solution to lifting carpet tiles in Area 1

Provide teaching, recreational spaces and access by remodeling or reconstruction by 4 June 1998

- Provide covered walkway along east side of Block.
- Remodel Areas 1 & 2 to provide a teaching space of 72.1 sq m (To be Area A), and a teaching space of 70.3 sq m (To be Area B), including walls, doors, flooring, heating, lighting and redecorate to include sunfilter curtains.
- Remodel Area 5 to provide a casualty/sickroom
- Remove all disconnected wiring
- Provide two drinking fountains.
- Resurface netball court area



Provide teaching spaces and access by remodelling or reconstruction by 4 June 1999

- Remodel Areas 3, & 4 to provide one teaching space of 70.5 sq m (To be Area C) including walls, doors, flooring, heating, lighting and redecorate to include sunfilter curtains.
- Remodel Areas 4, 7 & 10 to provide a Library/Bookroom of 41.1 sq m (To be Area D) including walls, doors, flooring, heating, lighting and redecorate to include sunfilter curtains.

Provide teaching and recreational spaces by 4 June 2000

- Double size of grassed area

DETAILED SITE AND SCHOOL BLOCK REQUIREMENTS

AGREED PHASING OF WORK TO BE COMPLETED BY:

4. 6.97 4. 6.98 4. 6.99 4. 6.2000 4. 6.2001 4. 6.2002 4. 6.2003

SITE

- Ensure Adventure playground and playground equipment complies with NZS 5828:1986 "Specifications for Playgrounds and Playground Equipment" x
- Double size of grassed area x
- Resurface netball court area x
- Provide cover plates for sump and drain adjacent to Hall x

SCHOOL BLOCK

Area 1

- Replace tilt-a-door with secondary egress door ensuring it opens outwards and lockset is one which can be opened from the inside without the use of keys x
- Provide temporary solution to lifting of carpet tiles x
- Replace floor coverings x
- Line north wall and make good x
- Complete wall lining to south wall with fire rated material and make good x
- Check all fluorescent light fittings for PCB insulation and replace as necessary x
- Provide sunfilter curtains x
- Upgrade number of power points x
- Upgrade heating x

4. 6.97 4. 6.98 4. 6.99 4. 6.2000 4. 6.2001 4. 6.2002 4. 6.2003

Upgrade lighting

Area 3

- Replace floor covering
- Upgrade secondary fire egress door to comply with requirements of Fire & Design of Education Buildings, ensuring door opens opens outwards and lockset is one which can be opened from the inside without the use of keys
- Complete wall lining to north wall with fire rated material and make good
- Check all fluorescent light fittings for PCB insulation and replace as necessary
- Upgrade lighting
- Upgrade number of power points
- Upgrade heating
- Provide sunfilter curtains

Area 4

- Repair holes in wall lining
- Patch and redecorate as necessary
- Upgrade fire egress door to comply with requirements of Fire & Design of Education Buildings, ensuring door opens outwards and lockset is one which can be opened from the inside without the use of keys

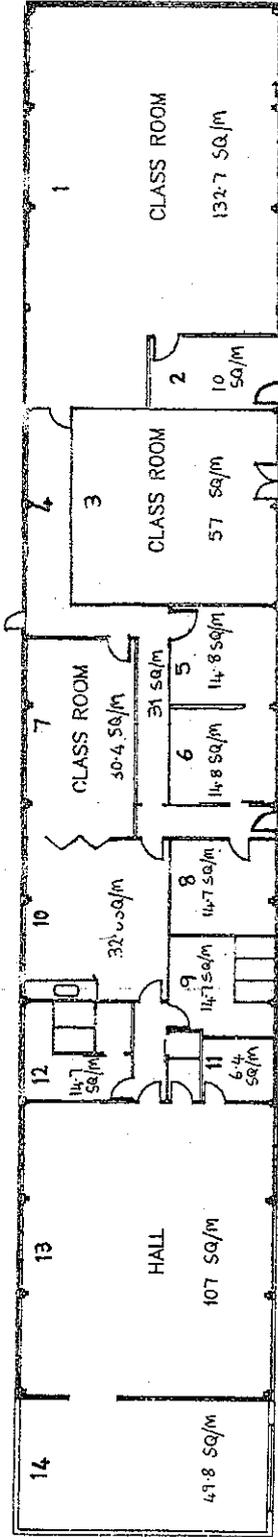
Area 9

- Provide new floor covering
- Fix taps
- Provide a door to the switchboard area and remove flammable materials
- Redecorate area

Area 11

- Provide new floor covering
- Fix taps
- Repair or replace rotten boards in window sills
- Redecorate area

	4. 6.97	4. 6.98	4. 6.99	4. 6.2000	4. 6.2001	4. 6.2002	4. 6.2003
GENERAL							
Provide separate staff toilet facilities	x						
Provide handicapped toilet facilities	x						
Provide access for handicapped as required							
Provide casualty/sickroom of 9 sq m		x					
Provide FIRE EXIT signs to indicate Fire Exits	x						
Repair external fire hose reel cabinets							
Provide a fixed manually operated fire alarm system which is readily accessible and is audible from all parts of the Block	x						
Remove portable heaters	x						
Remove all disconnected wiring	x						
Fit locks to main Switchboard and Subboards	x						
Provide protection as necessary to screws on powerpoints and switches	x						



Paeroa Christian School

Scale 1:200
10/2/97

(Handwritten signature)