

INTEGRATION DEED OF AGREEMENT

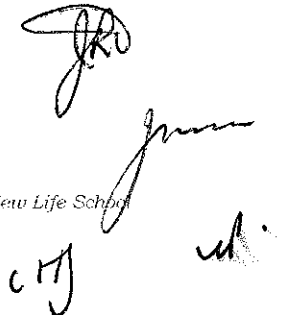
THIS DEED is made the 25th day of March 1994

BETWEEN **The Rangiora New Life Fellowship Trust** "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 the Rangiora New Life School ("the School") operated by the Rangiora New Life Fellowship Trust.
- 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 1981 as a primary school. A secondary division was added in 1984 since when it has operated and has been registered as a New Entrants to Form 7 Composite School for girls and boys offering education with a Special Character.

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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 New Entrants to Form 7 Composite School pursuant to the Act.

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."

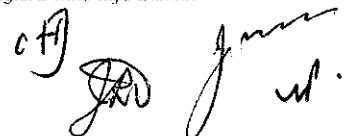
Use of School Premises

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.



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 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**. 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

Shared 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) The Proprietor agrees to make available to the School the use of its hall when it is not otherwise required by the Proprietor.

(Handwritten signatures)

- Temporary Facilities** (c) The Proprietor agrees to make available in the non integrated area the following facilities until such time as the building programme is complete:
- * Pupil toilets
 - * Science classroom
 - * Science store/preparation room
 - * Homecraft room and store
 - * Art and craft room
 - * Resource area
 - * Library and workroom
 - * Administration facilities.
- Shared Costs** (d) As long as the Proprietors and School share common meters for electricity and water both shall contribute to the costs according to their respective use.
- 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 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) The Rangiora New Life School is a composite New Entrant to Form 7 Christian school established by the Rangiora New Life Fellowship for the purpose of offering primary and secondary education with a Special Character in a small, caring environment to the children of its members and to children of families from other churches with a similar biblical basis of faith and doctrine. The Fellowship regard the School as an extension of their Christian Fellowship and families where members can exercise their right to live and teach biblical values to their children as they have been revealed in the life and teachings of the Lord Jesus Christ.
- (b) The Special Character of the School is determined by the Christian beliefs and values held by the Rangiora New Life Fellowship, who continue to have the right to determine from time to time what is necessary to preserve and safeguard that Special Character.

(c) 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. To this end everything that is taught at the School is integrated into a Christian world 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 integrated 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 balanced 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, co-operative, 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.

CHJ JRO J. M. W.

School Roll

- 20 The School had a roll of 106 pupils in New Entrants to Form 7 at the first day of March 1993 being the year in which the roll figures were compiled. It is agreed, subject to any amendments as provided for by Supplementary Agreements, that the maximum roll of the School shall be 135.

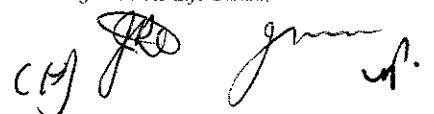
Enrolment

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 connection with the School through membership of, or affiliation with, the Rangiora New Life Fellowship 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 in New Life Fellowship. 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 shall, 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 assist in upholding 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 (a) The Proprietor in accordance with Section 65 (1)(c) may designate the following teaching position at the School as a position of importance carrying a responsibility for religious instruction:

Deputy Principal

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 assist in upholding the Special Character shall be a condition of the appointment.

- (b) The Proprietor may designate up to 6 permanent teaching positions at the School which in accordance with Section 66 (1) of the Act shall be special positions which require an appointee to accept and recognise 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.

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 the consent of the Secretary.

Staffing

Limits

27 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

28 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

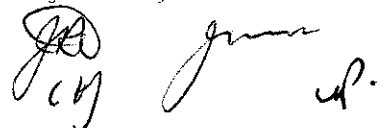
29 Unless expressly provided for in this Agreement words and expressions shall have the meaning given those words and expressions in the Act.

30 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

31 The effective date of this Deed of Agreement shall be the twenty-eighth day of March 1994.

32 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.

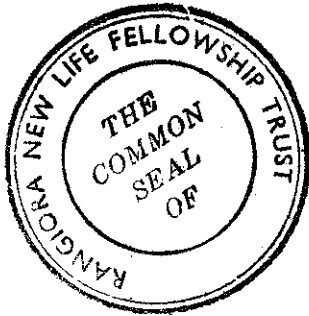


IN WITNESS WHEREOF these presents have been executed the day and year first hereinbefore written.

THE COMMON SEAL OF THE RANGIORA NEW LIFE FELLOWSHIP TRUST

was hereunto affixed in the presence of:

) *J Davidson*
) *J Woodward*



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 St
Wellington

[Signature]

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 Rangiora New Life Fellowship Trust more or less situate in Rangiora, 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 3.9041 hectares or thereabouts situated in Blocks X and XI Rangiora Survey District being part Rural Section 316 and being all the land in Certificate of Title Volume 20F/745 (Canterbury Registry)

SUBJECT TO

Easements plan 49744 of 27/1/86
Water and sewerage drainage right granted in Transfer 596861/2
Easement Plan 51666 of 12/5/87
Electric Power conveyance right granted in Transfer 685329/1
Easement Plan 54825 of 23/6/89
Water drainage right granted in Transfer 825705/9

C 17

ed.

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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RANGIORA NEW LIFE SCHOOL

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. The proprietor will ensure that all work is carried out in a tradesmanlike and professional manner.



28. 3. 94 28. 3. 95 28. 3. 96 28. 3. 97 28. 3. 98 28. 3. 99 28. 3. 2000 28. 3. 2001

AGREED PHASING OF WORK TO BE COMPLETED BY:

SITE								
Ensure Adventure playground and playground equipment complies with NZS 5828:1986 "Specifications for Playgrounds and Playground Equipment"								X
Remove incinerator or replace with approved model				X				
Repair area of cracked concrete					X			



BLOCK A								
Fire Protection:								
Remove tower bolts from Fire Egress Doors								X
Label all secondary egress doors with "EXIT" signs								X
Partition the Block between Areas 4 and 13 with half hour fire rated material extending into the roof area and smoke stop doors								X
Submit an evacuation scheme to the NZS Fire Service for approval and post appropriate notices in all Areas when approval is received						X		

Electrical:								
Upgrade number of power points in Area 10								X
Upgrade number of power points in Area 11								X
Upgrade heating in Area 12								X
Upgrade number of power points in Area 12								X
Upgrade lighting in Area 15								X

	28. 3.94	28. 3.95	28. 3.96	28. 3.97	28. 3.98	28. 3.99	28. 3.2000	28. 3.2001
General:								
Install seismic restraints to Pot Belly Stove in Area 16		X						
Secure fire surround to Pot Belly Stove in Area 16		X						
Replace Rock Board Screen to Pot Belly Stove in Area 16		X						
Modify flue surround to Pot Belly Stove in Area 16 to sit in correct position		X						
Replace Pot Belly Stove in Area 16					X			X
Provide floor covering in Area 17					X			
Provide floor covering in Area 18					X			
Replace Rock Board Screen to Pot Belly Stove in Area 19		X						
Install seismic restraints to Pot Belly Stove in Area 19		X						
Replace Pot Belly Stove and Flue in Area 19						X		X
Provide floor covering to Area 20								
Make good alterations, line ceiling and paint Area 20					X			
Cover pinex pin boards in Area 20 with fire retardant material								
Install seismic restraints to Pot Belly Stove in Area 21		X						
Install spacers and fasten metal heat shield of Pot Belly Stove to wall in Area 21		X						
Replace Pot Belly Stove in Area 21 when necessary								
Frame up and line from Area 21 to Area 22								
Rehang door from Area 21 to Area 22 to open outwards					X			X
Exterior:								
Reclad eastern end of Block with 1 hour fire rated material and replace framing as required								X
Replace roof ridding as necessary					X			
Replace flue cap on flue from Area 16					X			
Replace Fire Exit door from Area 16					X			
Replace down piping outside Area 17					X			
Replace Fire Exit door from Area 19					X			
Replace guttering along north side of Block					X			
Replace rotten fascia board on eastern end of Block					X			
Replace rotten barge board along northern side of Block					X			
Replace rotten scribe on northern side of Block					X			
Replace rotten corner capping on western end of Block					X			
Provide hatch cover to underside of building					X			
Clean back and paint guttering and down piping					X			
Line ceilings and walls of porches and paint					X			
Install sump from northern side of Block					X			

X

Install base battens along northern and western sides of Block	28. 3.94	28. 3.95	28. 3.96	28. 3.97	28. 3.98	28. 3.99	28. 3.2000	28. 3.2001
Replace broken batten on northern side of Block			X		X			
Replace windows on Block					X			
Paint exterior					X			

BUILDING REQUIREMENTS

Provide by new construction or remodelling:

Stage 1:

- Pupil Toilets by 31/12/94
- Handicapped toilet by 31/12/94
- Classroom Science of 77.4 sq m by 31/12/94
- Science Store/Preparation Room of 10.6 sq m by 31/12/94
- Classroom Homecraft of 77.4 sq m by 31/12/94
- Art & Craft Room of 95.2 sq m by 31/12/94
- Homecraft Store of 10.6 sq m by 31/12/94
- Clothing Store of 10.6 sq m by 31/12/94

Stage 2:

- Resource area of 55.7 sq m by 31/12/98
- Library of 83.6 sq m by 31/12/98
- Library Workroom of 21.7 sq m by 31/12/98

Stage 3:

- Principal's Office of 18.6 by 31/12/2000
- Position of Responsibility of 9.3 sq m by 31/12/2000
- Staff Rest Room of 4.3 sq m by 31/12/2000
- Office of 18.6 sq m by 31/12/2000
- Casualty Room of 9.3 sq m by 31/12/2000
- Caretakers Room of 6.7 sq m by 31/12/2000