

THIS DEED OF AGREEMENT is made the 17<sup>th</sup> day of NOVEMBER 1988

BETWEEN ST MARK'S SCHOOL BOARD a duly constituted Board pursuant to a certain Deed of Trust dated the 29th day of September 1980 (hereinafter with its successors referred to as "the Proprietor") of the first part

AND HER MAJESTY THE QUEEN acting by and through the Minister of Education (hereinafter referred to as "the Minister") of the second part

WHEREAS

- A. The Proprietor is the owner of St Mark's School, Opawa, Christchurch (hereinafter referred to as "the School")
- B. The School is an Anglican Primary Day School for boys and girls from new entrants to Form 2 offering education with a Special Character.
- C. The School was established in 1921 and is operated as an independent school under the control of the Board of Governors.
- D. The Minister and the Proprietor have agreed to enter into this Deed of Agreement pursuant to the Private Schools Conditional Integration Act 1975, whereby the School is to be established as an Integrated School.

NOW THIS DEED OF AGREEMENT WITNESSES THAT IT IS HEREBY COVENANTED AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. THAT the Minister and the Proprietor HEREBY AGREE that the School is to become an Integrated School pursuant to the Private Schools Conditional Integration Act 1975.

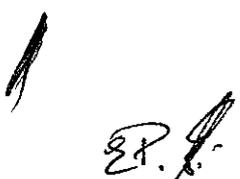
2. THE School's Special Character as is hereinafter described, shall incorporate the education with a Special Character as provided in the School AND IT IS HEREBY AGREED AND DECLARED that the School shall at all times in the future be conducted and operated so as to maintain and

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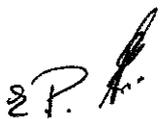
preserve the School's Special Character and these presents shall be interpreted so as to maintain and preserve the Special Character of the School.

3. ON behalf of the Proprietor it is hereby agreed that:-

- (a) The Proprietor is the owner of all the land more particularly described in the First Schedule hereto (hereinafter referred to as "the Proprietor's land") and the improvements thereon. The School premises for the purposes of this Deed of Agreement are the land and improvements more particularly described in the First Schedule hereto, and are hereinafter referred to as "the School premises".
- (b) The Proprietor shall set apart and appropriate as owner all the School premises and all the chattels and other assets of the Proprietor associated with the School exclusively for the purposes of the School as an integrated School so that the Controlling Authority of the School shall have the exclusive right to the possession and use of the School premises and chattels PROVIDED THAT -
  - (i) At the request of the Proprietor, the School Committee may grant the use of the School premises and chattels 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 School Committee shall not unreasonably or arbitrarily withhold its consent.
  - (ii) With the consent of the Proprietor, the School Committee may grant the use of the School premises and chattels to other 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 his consent. The School Committee may require any such person or persons to pay a reasonable fee to the Proprietor as a condition of such use.



- (c) The Proprietor shall accept and meet the liability for all mortgages, liens and other charges upon the land and buildings comprising the School premises.
- (d) The Proprietor shall plan, pay for, and execute the improvements described in the Third Schedule to the School premises, 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 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 same.
- (e) The Proprietor shall plan, execute and pay for such capital works and associated facilities at the School as may be approved or required, from time to time by the Minister pursuant to Section 40 (2) (d) of the Private Schools Conditional Integration Act 1975.
- (f) The Proprietor may own or hold upon trust, and control and maintain any land, buildings and associated facilities that although not part of the integrated School premises in terms of this Deed of Agreement are regarded by the Proprietor as appropriate to maintain the Special Character of the School.
- (g) The Proprietor shall insure all the buildings forming part of the School premises and 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 Private Schools Conditional Integration Act 1975.



- (h) No person employed at the School and paid for his or her services in whole or in part out of monies appropriated by Parliament shall be paid by the proprietor or its servants or agents any remuneration additional to that provided for by the Private School Conditional Integration Act 1975 or shall be granted or permitted any condition of service more favourable than that permitted in the case of a person employed in a comparable position in a state school PROVIDED HOWEVER that 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 the integration of the school.
- (i) The Proprietor will upon request from the Minister or duly authorised officer of the Education Department change its name by deleting the word "Board" and substituting such other word or words as it shall determine but so as to avoid confusion with the controlling authority. Such a request shall not be made unless and until the proposals known as the Picot Report are implemented by the Department.

4. THE land and buildings constituting the School premises are subject to the mortgages, debts, liens, encumbrances, easements, licences, restrictions and other matters which affect the title to or enjoyment of the land and have the appurtenances or benefits attaching to the land more particularly described in the First Schedule hereto.

5. THE School provides and shall continue to provide education with a Special Character the essential elements of which are:-

- (a) Association with the Anglican Church: The School has a close association with the Anglican Church which has been maintained since it became independent of St Mark's Anglican Church in 1981. The general School programme with its religious instructions and observances are based on the teachings and formularies of the Anglican Church. This includes regular worship at the St. Mark's Anglican Church, Opawa, regular religious tuition within the School curriculum, regular church


services at the School and a leading role in School life undertaken by the Vicar of the Parish.

- (b) Philosophies: There are four additional key elements to the philosophy of the School, namely
- (i) education as members of a supportive school family group;
  - (ii) participation in choral and instrumental music within and outside the school curriculum and in the community, and in extra curricular sports and cultural pursuits;
  - (iii) maintenance of high standards of etiquette and behaviour including the compulsory wearing of the school uniform subject to any relevant provisions in statutes or regulations or direction from the Minister, Director General of Education or other officer holding power to give such direction;
  - (iv) curriculum and teaching methods which place emphasis on language, reading, mathematics, social awareness, community inter-reaction, homework, examinations, school reports, prizegiving and outdoor education, subject to any relevant provisions in statutes or regulations or direction from the Minister, Director General of Education or other officer holding power to give such direction;
- (c) Balance of the School: St Mark's is a co-educational, full primary school with new entrants through to Form 2 and has a balanced ratio of boys and girls drawn from a varied socio-economic background.

6. THE Proprietor of the School subject to the provisions of this Deed of Agreement:-



EP. S.

- (a) Shall continue to have the responsibility to supervise the maintenance and preservation of the education with a Special Character provided by the School.
- (b) Shall continue to have the right to determine from time to time what is necessary to continue, preserve and safeguard the Special Character of the education provided by the School and described in this Deed of Agreement.
- (c) May invoke the powers conferred upon it by the Private Schools Conditional Integration Act 1975, if in the opinion of the Proprietor the Special Character of the School as defined and described in this Deed of Agreement has been or is likely to be jeopardised or the education with a Special Character provided by the School as defined and described in this Deed of Agreement is no longer preserved and safeguarded.
- (d) Shall have the right to nominate a representative to the appointments committee of the controlling authority (when it is dealing with appointments to the staff of the School) and such representative shall advise the Committee on the suitability of applicants for positions in the school in accordance with such regulations thereon as shall be in force from time to time.

7. (a) THE Controlling Authority of the School shall be the Education Board of the Canterbury Education District as constituted pursuant to Section 15 of the Education Act 1964.

- (b) Any election conducted pursuant to Section 26 of the Private Schools Conditional Integration Act 1975 shall be conducted as nearly as possible in the manner prescribed by the School Committees Administration Regulations 1965 and any regulations made in amendment thereof or in substitution therefor and the provisions of those regulations shall, with any necessary modifications, be applied accordingly.



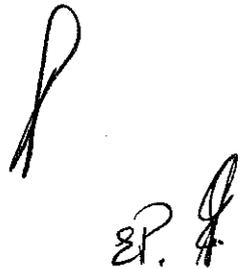
- (c) The control and management of the School shall be exercised subject to the provisions of Section 25 (6) of the Private Schools Conditional Integration Act 1975.

8. THE maximum roll of the School shall be two hundred and forty five (245) pupils.

8A. PREFERENCE of enrolment shall be given to those children whose parents have established to the satisfaction of the Proprietor a particular or general religious or philosophical connection with the special character of the School. In determining whether a child should have preference the Proprietor may take account of the following criteria:-

- (a) Children of parents who are actively involved in St Mark's Church, Opawa.
- (b) Children with parents who are actively involved in other Anglican Churches or churches of other denominations.
- (c) Children with siblings who have attended or are presently attending the School.
- (d) Children of past pupils of the School.
- (e) Children who will benefit from the Special Character of the School and whose parents have an empathy with the character and aims of the School.

8B. IN ACCORDANCE with Section 7 (6) (h) of the Private Schools Conditional Integration Act 1975, unless the Proprietor and the Controlling Authority 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 Private Schools Conditional Integration Act 1975 shall be limited at all times to twelve (12) pupils that being five (5) per centum of the maximum roll of the School at the time of integration.

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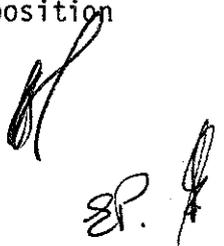
9. AS religious observances and religious instruction form part of the education with a Special Character provided by the School, religious observances and religious instruction in accordance with the determination of the Principal shall continue to form part of the School programme in accordance with Sections 31 and 32 of the Private Schools Condition Integration Act 1975.

10. THE Proprietor, together with its servants, agents and licensees, shall, subject to the proviso to Section 40 (2) (i) of the Private Schools Conditional Integration Act 1975, have at all reasonable times access to the School to ensure that the Special Character of the School is being maintained.

11. THE Proprietor, together with its servants, agents and licensees, shall have at all reasonable times access to the land and buildings of the School constituting the School premises sufficient to enable it to exercise the powers and carry out the responsibilities vested in it and imposed on it by the Private Schools Conditional Integration Act 1975 and by this Deed of Agreement.

12. AN advertisement for the position of Principal of the School shall in accordance with Section 65 (1) (a) of the Private Schools Conditional Integration Act 1975 state that willingness and ability to take part in religious instruction appropriate to the Special Character of the School shall be a condition of employment. Any person so appointed to the position of Principal shall accept these requirements as a condition of appointment. The Principal so appointed shall accept and recognise a responsibility to maintain and preserve the Special Character of the School.

13. THE position of Deputy Principal at the School is agreed pursuant to Section 66 of the Private Schools Conditional Integration Act 1975 to be a specific position that requires particular capabilities in the teacher appointed, namely to assist in planning and organising the courses and programmes at the School to ensure that they reflect the Special Character of the School and an advertisement for the position of Deputy Principal shall state that possession of these capabilities shall be a condition of appointment. Any person so appointed to the position

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of Deputy Principal shall accept these requirements as a condition of appointment.

14. WHENEVER there is a position at the School designated as deputy principal or assistant principal and the appointee is also to be responsible for supervising junior classes it is agreed pursuant to Section 65(1) (d) of the Private Schools Conditional Integration Act 1975 as amended by the Private Schools Conditional Integration Amendment Act 1986 that the Controlling Authority of the School shall state in any advertisement for that position 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. Any person so appointed to these positions shall accept these requirements as a condition of employment. If a person is so appointed as assistant principal these requirements shall continue to be binding on that person if subsequently appointed deputy principal at the School while still retaining the responsibility for junior classes PROVIDED HOWEVER that in the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement then the position (if any) to which these requirements are a condition shall be determined in accordance with the then current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder.

15. UP to fifty (50%) per cent of other teaching positions at the School shall be positions of importance carrying a responsibility for religious instruction and the advertisement for those positions 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. Any person so appointed to these positions shall accept these requirements as a condition of appointment PROVIDED HOWEVER that in the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement then the number of teaching positions designated under Section 65 (1) (c) of the Private Schools Conditional Integration Act 1975 as positions of importance carrying a responsibility for religious instruction shall be determined in accordance with the then current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder.

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16. THE position of Musical Director at the School is agreed pursuant to Section 66 of the Act to be a specific position that requires particular capabilities in the teacher appointed, namely to assist with and direct the planning and organisation of musical courses, programmes and tuition at the School to ensure that they reflect the special character of the School, and an advertisement for the position of Musical Director shall state that possession of these capabilities shall be a condition of appointment. Any person so appointed to the position of Musical Director shall accept these requirements as a condition of appointment.

17. THE Proprietor may with the consent of the School Committee in accordance with Section 69 of the Private Schools Conditional Integration Act 1975 arrange for any person to undertake voluntary tasks to assist in the School with the teaching of religious observances and religious instruction appropriate to the Special Character of the School.

18. IT is agreed by and between the parties hereto that as religious observances and religious instruction form part of the Education with a Special Character provided by the School the Proprietor may employ any person as a Chaplain or otherwise for the purposes of such instruction.

19. THE Proprietor of the School shall have the right to enter into an Agreement with the parents or other persons accepting responsibility for the education of a child providing that as a condition of enrolment and attendance of that child at the School, the parents or other persons shall pay attendance dues established in respect of the School at such rates and subject to such conditions as may be approved from time to time by the Minister, by notice in the New Zealand Gazette in accordance with Section 36 of the Private Schools Conditional Integration Act 1975.

20. THE School is a Primary School for boys and girls from new entrants to Form 2 and shall remain so until such time as an agreement to change in this organisation of the School is reached between the Proprietor and the Minister and the parties hereto entering into a supplementary Deed of Agreement to give effect thereto.



21. 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 Director-General of Education without first obtaining the consent of the Director-General.

22. IT is agreed that until the School achieves a state pupil/teacher ratio equivalent to that of a comparable state school a teaching position shall be disestablished whenever a teacher appointed to a position in accordance with Section 71 of the Private Schools Conditional Integration Act leaves.

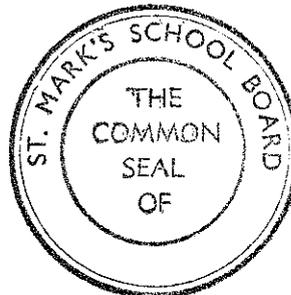
23. THE Minister shall subject to Clause 3 (d) and (e) of this Deed of Agreement after the effective date hereof maintain the School premises and the associated facilities in a state of repair order and condition as for a comparable State School under the same controlling authority and provide for the maintenance of the chattels as though the School were a State School. The School shall be entitled to such furniture and equipment as the Controlling Authority supplies from time to time to comparable State Schools.

24. THE effective date of this Deed of Agreement shall be the 16th day of November, 1988.

25. 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 ST MARK'S)  
SCHOOL BOARD was hereunto )  
affixed in the presence of:-)

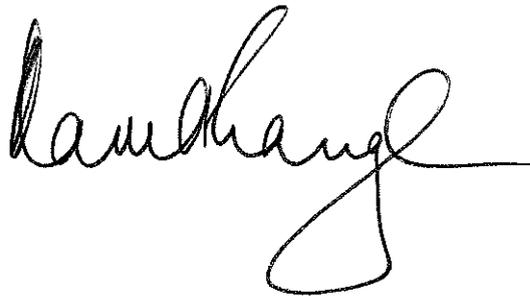


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*E. M. Pascoe* (Board member)

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SIGNED for and on behalf of )  
HER MAJESTY THE QUEEN by )  
Minister of Education in the )  
presence of:- )

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KEVIN BROWN  
PRIVATE SECRETARY  
MINISTER OF EDUCATION  
PARLIAMENT BUILDINGS

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FIRST SCHEDULE

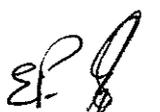
Legal description of the Proprietor's land - the School premises  
comprise all of this land:

THE PROPRIETOR'S LAND

5516m<sup>2</sup> Lot 5 DP 25742 C.T. 7C/57 SUBJECT TO Certificate No. 5837581  
and Mortgage No. 590543/2

1325m<sup>2</sup> Lot 15 DP 2011 C.T. 239/293 SUBJECT TO Caveat No. 107372/1

1138m<sup>2</sup> Lot 14 DP 2011 C.T. 21F/387 SUBJECT TO Certificate NO. 583758/1  
and Mortgage No. 590543/2



SECOND SCHEDULE

The attached plan showing the school premises edged in red is Schedule II to this integration agreement.



ST MARKS SCHOOL  
 CHOIMONDELEY AVENUE, CHRISTCHURCH

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.

AGREED PHASING OF WORK TO BE COMPLETED BY:

31/1/89	31/1/90	31/1/91	31/1/92	31/1/93
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SITE  
 Replace concrete paths from Locarno Street where not replaced by redevelopment. x

FENCING

West Boundary - renaill palings, replace rails where necessary, straighten posts. x  
 Replacement of live hedge if required in future (proprietor to meet all costs). x  
 Provide gate or chain at Locarno Street entrance. x  
 Replace 86.86 metre fence (Locarno Street) with timber posts and capping with mesh and with concrete mowing strip. x

East Boundary - minor repairs to palings, renaill galvanized iron section where required, replace trellis section with iron. x  
 Resurface main paved area. x  
 Form driveway and seal west side of hall. x  
 Form and chip seal area adjacent to areas 11-14. x

ROOMS 1-3

INTERIOR

Provide door for secondary egress to comply with fire code. x

ROOMS 7-16

EXTERIOR

Repaint. x  
 Replace all defective timbers including those infested with borer. x  
 Reroof entire flat area - replace sarking where necessary. x  
 Replace spouting and downpipes. x  
 Extend gully traps 75mm above ground level. x  
 Ensure all traps have ci gratings. x  
 Ease all windows and doors prior to painting. x



ROOMS 17-21

EXTERIOR

- Repair.
- Extend roofing iron between roof windows.
- Make permanent repairs to all flashings.
- Replace spoutings and internal gutter and downpipes.
- Replace Malthoid roofing.
- Replace iron on gable over Room 20.
- Repair all defective timbers.
- Replace exterior door panels.
- Replace door locksets and broken cabin hooks.
- Alter electricity power supply lines to comply with regulations.
- Ease windows and doors prior to painting.

ROOMS 17 & 18

EXTERIOR

- Complete repaint due.
- Upgrade lighting to fluorescents - 4 each area.
- Upgrade heating to black heats - 4 each area.
- Repair cupboard door panels and catches.
- Repair damage in display board.
- Provide door stops where necessary.
- Replace carpet tiles with sheet Duralay.
- Replace curtains.

ROOMS 19-23

- Repaint cloakroom.
- Upgrade floor coverings.

ROOMS 24-30 - HALL

INTERIOR

- Provide curtaining to all windows.

ROOMS 31 - 35

- Not acceptable - replace
- Upgrade entrance steps while rooms are still in use. Rise not to exceed 150mm, tread minimum 300mm.

31/1/89      31/1/90      31/1/91      31/1/92      31/1/93

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FIRE PROTECTION  
MEANS OF ESCAPE

31/1/89      31/1/90      31/1/91      31/1/92      31/1/93

- 1      Space 1  
Additional door egress is required remote as practicable from the entry door. This door should open outwards and be latched to be openable from the inside without keys. A fire exit sign should be displayed.
- 2      Space 4  
Remove tower bolt from secondary egress door, the side fitted with deadlock latch. Replace deadlock latch with a type that is openable from the inside without keys.
- 3      Space 7  
Secondary egress is via administration area, alter external door latch in staffroom to be openable from the inside without keys.
- 4      Spaces 17 & 18  
External exit doors from cloakroom and film room should be openable from the inside without keys, alter deadlock latch accordingly. Deadlock latches on intercommunicating doors between classrooms and cloakroom should be deactivated by removing the locking bolt.
- 5      Space 25  
If music is to be taught in Space 25, an external door should be provided for secondary egress as internal doors lead to storage spaces which are unlikely to be left unlocked.
- 6      Spaces 33 & 34  
Provide a secondary egress via windows in each of these spaces being as remote as practicable from the entry door.
- 7      Space 37  
Deactivate deadlock latch on secondary egress door by removing the locking bolt.
- 8      Space 38  
Secondary egress facilities via Standard 2 Classroom should be signposted and inter-communicating door deadlock latch should be deactivated.

x

x

x

x

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x

x

x



BUILDING REQUIREMENTS

Provide by new construction or remodeling:

<u>Stage</u>	<u>Description</u>	31/1/89	31/1/90	31/1/91	31/1/92	31/1/93
1	Entry hall, kitchen. Tuck shop, music resources etc. between Hall & Classrooms 4 & 5.		X			
2	Toilet blocks between Hall and future Library.		X			
3	Classroom 6.			X		
4	Redevelopment of staffroom, Headmaster's and Secretarial areas, sickroom etc.			X		
5	Classrooms 7 & 8, removal of first prefab.				X	
6	Classrooms 1, 2 & 3, removal of second prefab.					X
7	Conversion of Classroom 7 to Library.					X
8	Completion of yards, carparks and demolition of Hansen House (Rooms 35, 37 etc).					X