

INTEGRATION DEED OF AGREEMENT

THIS DEED is made the 11th day of September 1995

BETWEEN **The Southcity Educational Charitable Trust** ("the Proprietor") a charitable entity incorporated under the Charitable Trusts Act 1957

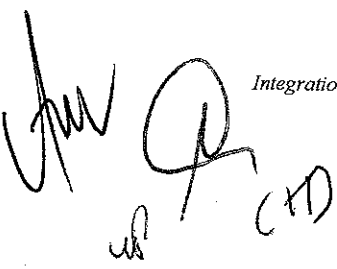
AND **Her Majesty The Queen** acting by and through the Minister of Education ("the Minister").

BACKGROUND

- A The Proprietor is the owner of the South City 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 1980 as a primary school by the Hamilton New Life Church. Since when it has operated as a primary school for girls and boys from New Entrants to Form Two offering education with a Special Character.

 *Integration Deed*

South City Christian School

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 2 Primary 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.

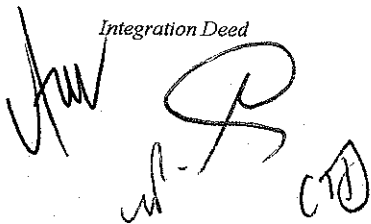
Proprietor's Land & Premises 3 The Proprietor is the owner of all the land described in the **First Schedule** hereto ("the Proprietor's land") and improvement thereon.

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.

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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.

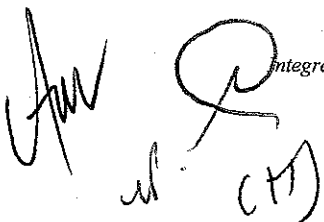
Proprietor's Debt

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

Upgrading

Buildings

- 9 The Proprietor shall plan pursuant to section 40(2)(c) of the act, 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.

 Integration Deed

School Premises

External Use

11 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.

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 (Integrated) School premises as though the School was a State School.

Proprietor's

Borrowing's

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

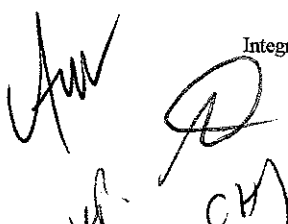
Remuneration

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.

Integration Deed

South City Christian School

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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 school is an interdenominational Christian school originally established by the Hamilton New Life Fellowship for the purpose of offering primary 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 Christian basis of faith and doctrine. With the incorporation of the Proprietor the school became an interdenominational school for children of families who wished to have their children educated in an environment consistent with Christian principles.
- (b) The Special Character of the School is determined by the Statement of Faith and Guiding Principles For Education contained in the Proprietors Trust Deed and the trust board of the proprietor shall have the right to determine from time to time what is necessary to preserve and safeguard that Special Character.
- (c) The School as an extension of the Christian home exercises the right to live and teach Christian values and to encourage children to also live out those values so that they will make mature and caring contributions to society. This happens through a comprehensive and integrated programme, key aspects of which are:
- * an appreciation of God (the Father) as creator and sustainer of all things;
 - * that Jesus of Nazareth (God's only Son) came into the world with a message of hope and reconciliation and He is our only means of salvation;
 - * that the Holy Spirit is at work in the world today drawing men, women and children toward God;
 - * reliance on Scripture as the revealed Word of God;



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- * an ongoing commitment to emotional, physical, spiritual, social and intellectual development;
- * constructive attitudes toward self, others and creation.

**Proprietor's Rights
& Responsibilities**

19 The Proprietor shall, subject to the provisions of this Agreement:

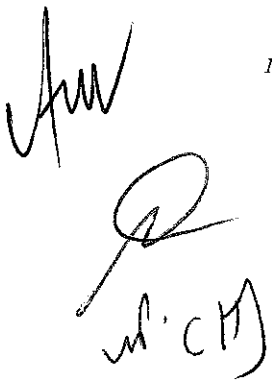
- (a) continue to have the responsibility to supervise the maintenance and preservation of education with a Special Character provided by the School;
- (b) continue to have the right to determine from time to time what is necessary to preserve and safeguard the Special Character of the School as defined herein;
- (c) invoke the powers conferred upon it by the Act should the Proprietor so determine if, in the opinion of the Proprietor, the Special Character of the School has been or is likely to be jeopardised or the education with such Special Character so provided is no longer preserved and safeguarded.

School Roll

20 The School had a roll of 52 pupils in New Entrants to Form 2 at the first day of May 1995 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 66.

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**Enrolment
Preferences**

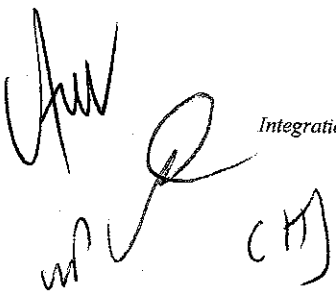
- 21 (a) A preference of enrolment at the School under Section 29(1) of the Act shall be given to those pupils with parents who have established a particular or general connection with the Special Character of the School through belonging to Christian churches having a similar biblical basis of faith and doctrine as specified in the Proprietors Trust Deed. 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.

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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 one permanent teaching position at the School which in accordance with Section 66 (1) of the Act shall be a special position which requires an appointee to accept and recognise a responsibility to maintain and preserve the Special Character of the School. Advertisements for this position 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.

Attendance

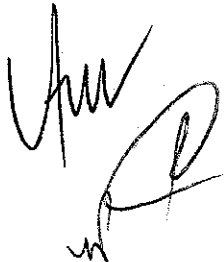
Dues

27 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

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

29 Unless expressly provided for in the Act, nothing in this Agreement shall be deemed to limit or restrict the powers imposed on the Proprietors under the Act.



Dated 31
Agreement shall be the 11 th day of September 1995.

The effective date of this Deed of

32 On and after the effective date specified in this Deed of Agreement the School shall be an Integrated Primary 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.

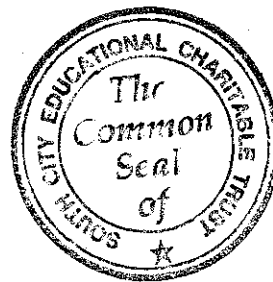
THE COMMON SEAL OF SOUTHCITY EDUCATIONAL CHARITABLE TRUST.

was hereunto affixed in the presence of:)

)

Board Member

Board Member



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:)

Kathy Phillips

*Charlotte Hughes-Johnson
Adviser
36 Hanover Street
WELLINGTON*

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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

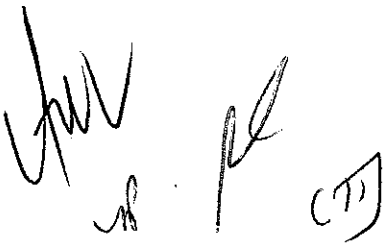
All that land, buildings and other improvements owned by Southcity Educational Charitable Trust more or less situated in Collins Road, Hamilton, and being particularly described as follows and delineated in green on the plan forming part of the Second Schedule hereto.

All that parcel of land containing 2.6675 hectares more or less situated in the Waipa District Council Lot 1 on Deposited Plan 28467 and Lot 1 on Deposited Plan 31904 and being part Allotment 365 Parish of Te Rapa and being part of the land in Certificate of Title Volume 20B/428 (South Auckland Registry)

TOGETHER WITH

Drainage Rights created by Transfer 71684

Subject to the provisions of Section 36(4) of the Counties Amendment Act 1961

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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 containing 1.5 hectares 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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sh *R*
(H)

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

AGREED PHASING OF WORK TO BE COMPLETED BY:

	1996	6/96	6/97	6/98	6/99	6/00	6/01	6/02	6/04	6/06
1. Disconnection of the floor power points from under the floor and mains Block A.										
2. Extra classroom lighting to satisfy the provisions of the Building Act (Block A).										
3. Two fire call points to satisfy the provisions of the Building Act (Block A).										
4. Egress exit doors (Block A).										
5. Ventilating sky lights in the boys toilets (Block A).										
6. Hand rail on the ramp (Block A).										
7. Play ground surfaced with bark										
8. Swimming pool enclosure maintenance										
9. Lockable storage cupboards for classroom 1 (Block A).										
10. Designation of a sick bay area (Block A).										
11. Designation of a withdrawal room (Block A).										

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Southcity Christian School

Third Schedule

WORKS TO BE CARRIED OUT BY THE PROPRIETOR IN RELATION TO THE INTEGRATED SCHOOL

AGREED PHASING OF WORK TO BE COMPLETED BY:

	6/96	6/97	6/98	6/99	6/00	6/01	6/02	6/04	6/06
<u>1997-1999</u>									
1. Increase hard paved area to 615 m ²				X					
2. Replace damaged claddings (Block A).	X								
3. Replace guttering where necessary (Block A).	X								
4. Add more display boards (Block A).	X								
5. Install a sink and bench for classroom 1 (Block A).	X								
6. Fit new heaters (Block A).	X								
7. Site a leased relocatable as the third classroom, with toilet block. Designate the toilets by classroom 2 as staff toilets.							X		
8. Remove canopy over hard paved area.	X								
<u>2000-2006</u>									
1. Replace storage shed C.						X			
2. Replace louvre windows (Block A).							X		
3. Repaint interior and exterior (Block A).								X	
4. Replace floor coverings (Block A).								X	
5. Purchase the leased relocatable.									X
6. Tarseal or paving of driveways, parking and path upgrading						X			

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