

INTEGRATION DEED OF AGREEMENT

THIS DEED is made the 21st day of January 1998

BETWEEN **North Haven Limited** ("the Proprietor") an incorporated body under the provisions of the Companies Act 1993

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

BACKGROUND

- A The Proprietor is the owner of Timaru Christian School ("the 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 1996 and has operated since then as a Year 1 to 8 primary school for girls and boys 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 an Integrated primary school pursuant to the Act catering for girls and boys from Year 1 to 8.
- Board of Trustees** 2 The Board of Trustees (hereinafter called "the Board") shall be the controlling authority of the School and shall be constituted pursuant to Part IX of 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 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 At the request of the Proprietor, the Board may grant the use of the School premises and all chattels and other assets associated therewith to the Proprietor or other person or persons at any time when the School premises and chattels are not required for School purposes and the Board shall not unreasonably or arbitrarily withhold its consent. The Board may require the Proprietor or other person or persons to pay a reasonable fee to the Board as a condition of such use.

- School Premises External Use** 7 With the consent of the Proprietor, the Board may grant the use of the School premises and all chattels and other assets associated therewith to any 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 its consent. The Board may require any such person or persons to pay a reasonable fee to the Board as a condition of such use.
- Proprietor's Debt** 8 The Proprietor shall be responsible for all mortgages, liens and other charges upon the School premises.
- Upgrading Buildings** 9 The Proprietor, pursuant to Section 40 (2)(c) of the Act, 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** or such other dates as may be agreed from time to time between the Minister and the Proprietor. 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 (a) The Proprietor may own, control and maintain any lands, buildings, chattels and assets that, although not part of the Integrated premises, are regarded by the Proprietor as appropriate to maintain the Special Character of the School.
- (b) The proprietor acknowledges that the access driveway from North Street to the School hatched in yellow on the plan attached to the **Second Schedule** is used in common and the costs of maintaining the access

driveway shall be shared between the Proprietor and the Board as may be agreed in writing from time to time.

- Insurance** 12 The Proprietor shall insure the buildings forming part of the School premises and the Proprietor's chattels 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 Statement** 18 (a) Timaru Christian School is a non-denominational, Christian school catering for Years 1 to 8. It was established by the Timaru Christian Schools Trust in 1996 to bring glory to the Lord Jesus Christ and to provide a learning environment that sets a firm foundation for life in keeping with Christian beliefs and values.
- (b) The special character of the School is determined by Christian beliefs and values held by North Haven Limited as set out in the Statement of Faith in the **Fourth Schedule**. North Haven Limited, a body corporate, has the responsibility to determine from time to time what is necessary to preserve and safeguard the special character. All members of the School community, proprietors, trustees, parents, staff and pupils are expected to support the special character of the school. All school policy and guidelines will be developed and implemented in ways supportive of the special character of the School.
- Mission & Goals** (c) The mission of the Timaru Christian School is to provide a God centred, quality education in a community built on Christian beliefs that:
- (i) nurtures each student's growing relationship with the Lord Jesus Christ, preparing them to be salt and light in the world;
- (ii) extends the physical, intellectual, emotional, social and spiritual needs of each child in a caring Christian environment;
- (iii) reflects in the presentation of its curriculum, including all the New Zealand Curriculum Statements, God's purposes as revealed in the Scriptures and in the risen Lord Jesus Christ;
- (iv) permeates all aspects of School life.

- Proprietor's Rights** 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 16 pupils in New Entrants to Form 2 at the first day of July 1997. It is agreed, as provided for in Section 7(6)(g) of the Act, that the maximum roll of the School shall be 56.
- Enrolment Preferences** 21 (a) A preference of enrolment at the School under Section 29(1) of the Act shall be given to those pupils whose parent(s)/guardian(s) have established a connection with the School through membership of or affiliation with a Christian Church having a Biblical basis of Faith consistent with the statement of Special Character and the **Fourth Schedule**.
- (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 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.

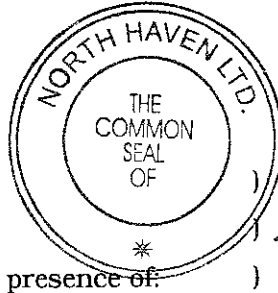
- Staffing:** 23 An advertisement for the position of Principal of the School shall in accordance with Section 65 (1) (a) of the Act, state that a willingness and ability to take part in religious instruction appropriate to the School shall be a condition of appointment. The Principal so appointed shall accept and recognise a responsibility to maintain and preserve the Special Character of the School.
- Principal's Appointment**
- Staffing** 24 For the purposes of Section 65(1)(c) the position of all permanent 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.
- Positions**
- Staffing** 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 already been notified by the Proprietor to the Secretary of Education without first obtaining the consent of the Secretary.
- Restrictions**
- Attendance** 26 The Proprietor may enter into agreements with either 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.
- Dues**
- Definitions** 27 Unless expressly provided for in this Agreement words and expressions shall have the meaning given those words and expressions in the Act.
- Dated** 28 The effective date of this Deed of Agreement shall be the twenty-eighth day of January 1998.

29 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
NORTH HAVEN LIMITED**

was hereunto affixed in the presence of:



Mr. J. Henderson

SIGNED by

Kathy Philips

Kathy Philips)
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:

Judith Manchester
53 Cronick Terrace
Wellington 5
Consultant

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 North Haven Ltd., more or less situate in North Street, Timaru, being known as Timaru 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 4993 sq. metres or thereabouts situated in the City of Timaru being part of Rural Section 730 part being more particularly described as Lot 1 on Deposited Plan No. 15521 and being all the land described in Certificate of Title No. A1/171 (Canterbury Registry).

SUBJECT TO:

- (a) Grant of Stormwater easement in Transfer 557099.
- (b) Grant of right to convey sewage in Transfer 673866/1.
- (c) Mortgage to Westpac Banking Corporation A283147/1

SECOND SCHEDULE

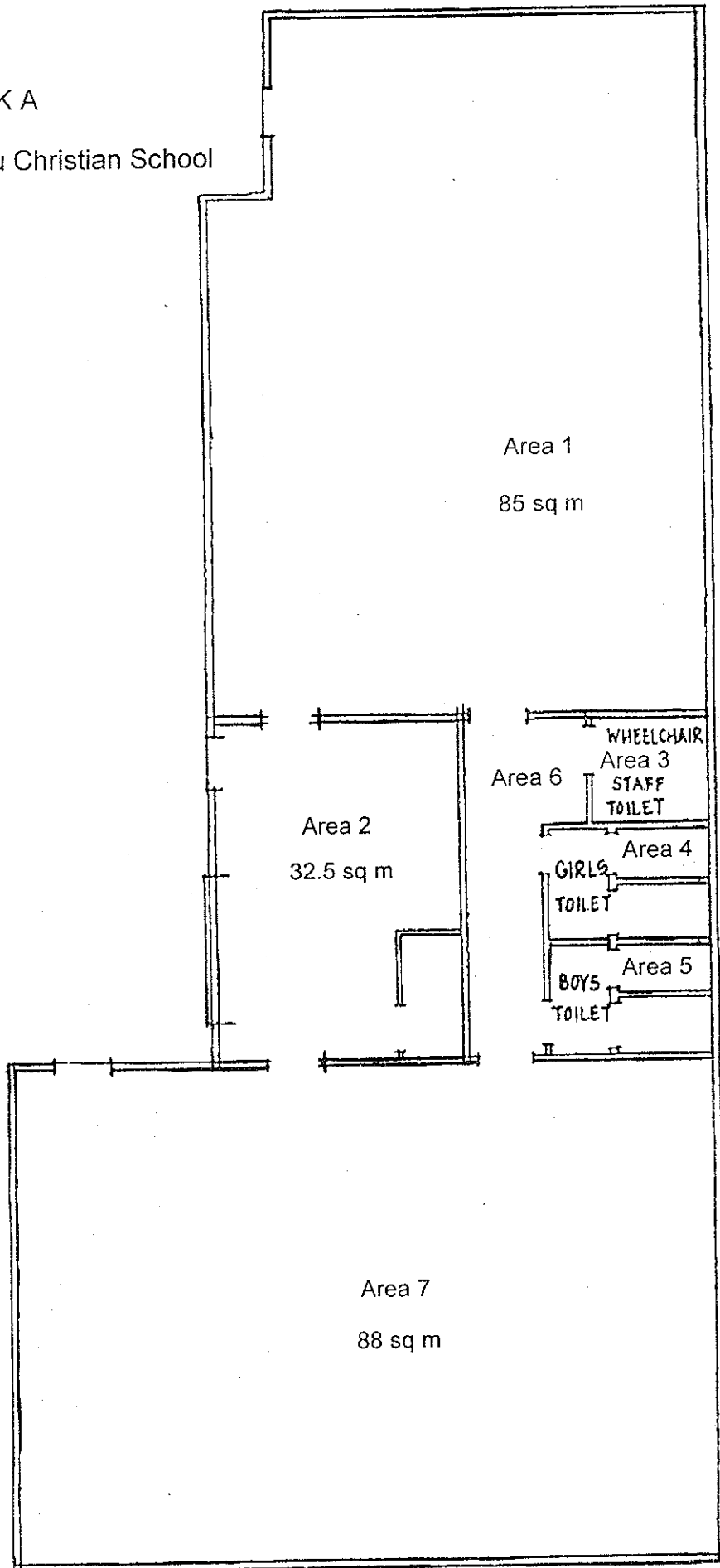
Description of land, buildings and other improvements comprising the School premises.

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.

BLOCK A

Timaru Christian School



Handwritten signature or initials.

28.1.98 28.1.99 28.1.2000 28.1.2001 28.1.2002 28.1.2003

Interior:

Area 1

- Repair holes in ceiling and paint as necessary
- Replace missing architrave over door
- Fit Fire Exit sign over door
- Remove unused gas outlets
- Replace secondary egress door locks with ones that can be opened from the inside without the use of keys
- Patch vinyl as required
- Provide carpet
- Ensure all power points are active

X
X

X
X
X
X
X

X

Area 2

- Install sink and cupboard unit
- Patch vinyl as required
- Provide carpet to area
- Fit architrave to cleaners cupboard and paint

X
X

X

Area 3

- Install additional fittings or urnette as required
- Provide automatic door closer

X

Area 4

- Install additional fittings as required
- Provide automatic door closer

X

Area 5

- Provide automatic door closer

X

Area 6

- Paint architrave around door to Area 1

X

Area 7

- Replace secondary egress door locks with ones that can be opened from the inside without the use of keys
- Complete installation of sink unit
- Repair pinboard as necessary
- Plaster as necessary and paint entire area
- Patch vinyl

X

X
X
X

X

28.1.98 28.1.99 28.1.2000 28.1.2001 28.1.2002 28.1.2003

Provide carpet to area					X
Install a skylight or additional window to provide natural light					
Upgrade heating	X		X		
Provide Fire Exit sign to door	X				
Secure shelving					
Provide whiteboard					
Change interconnecting doors to solid core fire rated doors	X				



FOURTH SCHEDULE

Timaru Christian School

STATEMENT OF FAITH

1. We believe in the one true and living God, eternal in three persons, Father, Son and Holy Spirit, the Creator of heaven and earth.
2. We believe that the Holy Scriptures are the only inspired and infallible written revelation of God to man and the supreme authority in all matters of life and faith.
3. We believe that man was created in the image and likeness of God, to have dominion over the earth and to do all things to the glory of God.
4. We believe that all have sinned, falling short of the glory of God, and come under His righteous judgement.
5. We believe in Jesus Christ, the only begotten Son of the Father, conceived of the Holy Spirit, born of the virgin, crucified, died and was buried. On the third day He was raised from the dead. He ascended into heaven and sits at the right hand of God the Father and will personally return in glory to judge the living and the dead.
6. We believe by God's grace, through the work of the Holy Spirit, we are saved if we turn from our sin and believe in Jesus Christ as our Lord and Saviour.
7. We believe in the bodily resurrection of all mankind to the eternal blessedness of the saved and the everlasting punishment of the lost.
8. We believe in the on-going work of the Holy Spirit to equip, inspire, empower and encourage God's people to witness and work in faith.
9. We believe in one holy universal Church, of which Christ is Head. He draws together the Body of believers by His Spirit and Word, through faith and unity of purpose to further the Kingdom of God.
10. We believe in God centred education providing the foundation of all learning, teaching the Lordship of Christ in our world.
11. We believe that God has given parents the responsibility to train their children according to His Word, and therefore acknowledge that the school is an extension of the home.

