

INTEGRATION DEED OF AGREEMENT

KAMO CHRISTIAN COLLEGE

**THIS DEED
BETWEEN**

is made the 26th September 1996
Northland Christian Fellowship Incorporated (the "Proprietor"),
an incorporated body under the Incorporated Societies Act 1957
AND Her Majesty the Queen acting by and through the Minister of
Education (the "Minister").

AND

BACKGROUND

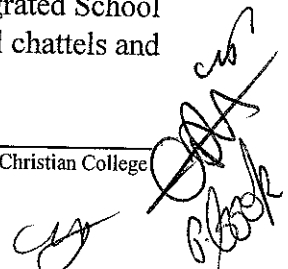
The Proprietor is the owner of Kamo Christian College (the
"School").

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").

The School was founded and was established in 1980. It was
registered in July 1981, and has operated as a Composite School
offering Primary and Secondary 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 Composite School pursuant to the Act, on a basis which will preserve and safeguard the Special Character of the education provided. |
| 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 the land described in the First Schedule 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, for the purposes of the School as an integrated school, and further agrees that the Controlling Authority of the Integrated School shall have the right of use of the School premises and all chattels and other assets associated with the School. |



- Proprietor's Use of School Premises** 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.
- External Use of School Premises** 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 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 arrange for the inspection of the School premises in terms of regulations 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 integrated 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, 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 to extend the benefit of the indemnity provided by the policy to the Minister (refer Section 40(2)(h) of the Act).
Any contribution made by the school to this insurance cost may be agreed in writing from time to time by the Proprietor and Board of Trustees.

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- Future Maintenance** 13 Subject to Clauses 9 and 10 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 for 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 person employed at the (Integrated) School who are paid in whole or in part out of money appropriated by Parliament shall be negotiated with rates and allowances 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 or 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'S 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 Kamo Christian College is a composite primary and secondary school established by the Northland Christian Fellowship for parents choosing a God-centred, Biblical world-view, Christian education for their children.
- 18.2 The Mission Statement for Kamo Christian College is as follows:
To provide a Biblical Education for students that will equip them for life and eternity, the goal being the implementation of God's Kingdom, through Christian teachers who understand, teach and mentor from the Biblical Worldview, which recognises that God, and not man, is the focal point of all of life and learning.

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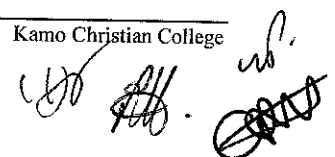
18.3 The Special Character of the School is determined by the Christian beliefs, values and lifestyle of the Christian church as determined from time to time by the Board of the Northland Christian Fellowship, and is to be upheld in word and fulfilled in practice by staff who are recognised by the Board of the Northland Christian Fellowship as qualified church ministry team members.

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, and as a standard against which to compare and interpret all curriculum material.
- 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.
- d) Encouraging each child to give 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) Inextricably integrating knowledge of the world and Christian beliefs, through an integrated approach of an appropriate Christian curriculum and developed programme plans.
- f) Acting as a continuum and extension of the teaching provided in Christian homes.
- g) Providing 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.
- h) Employing staff who are role models for students, who promote values and standards based on Biblical principles.



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 by the 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.

School Roll

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The School had a roll 65 Primary and Secondary pupils at 13 June 1996. It is agreed that subject to any amendments as provided for by Supplementary Agreements, that the maximum roll of the School shall be 120.

Enrolment Preferences

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- 21.1. A preference 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 particular or general connection with the Special Character of the School to the satisfaction of the Board.
- 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 5% of the roll at the School, with no more than 5% non-preference students at each of Intermediate and Secondary levels.

Access to School

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The Proprietor 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 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 Chaplain** 24 The Proprietor, at its expense, may employ any person whether as Chaplain or otherwise for duties relating to the instruction and provisions of Section 69(2) and (3) of the Act.
- Staffing Teaching Positions** 25 An advertisement for the position of teacher in the School shall, in accordance with Section 65(1)(c) of the act, and paragraph 19.3 of this Integration Deed of Agreement state that a willingness and ability to take part in religious instruction appropriate to the School shall be a condition of appointment. The teacher so appointed shall accept and recognise a responsibility to maintain and preserve the Special Character of the School.
- 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 of the School may either enter in 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 person shall pay attendance dues pursuant to the provision of Section 36 of the Act.

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Dated

28 The effective date of this Deed of Agreement shall be
1 October 1996

29 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 NORTHLAND CHRISTIAN FELLOWSHIP INC was hereunto affixed in the presence of:



P. B. Halvorsen
Chairman

[Signature]
Secretary

Signed by:

Kathy Phillips

Ministry of Education
pursuant to authority delegated by the
Ministry of Education acting on behalf of
HER MAJESTY THE QUEEN in the presence of:

Charlotte Hythe Johnson
Adverser

Jb Hansen Sr
Wellington

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FIRST SCHEDULE

Description of land, buildings and other improvements comprising the Proprietor's land of which the school premises form a part.

THE PROPRIETOR'S LAND

All that land, buildings, and other improvements owned by Northland Christian Fellowship Incorporated situated at 55 Great North Rd, Kamo, Whangarei, and being more accurately described as follows and delineated in red on drawings on the following pages.

That parcel of land containing 1.87 hectares more or less situate in the town of Whangarei being part of Lot 1 on Deposited Plan 107797 in Certificate of Title Volume 151C Folio 964.

CTD

AK

W.P.
CTD

SECOND SCHEDULE

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

THE SCHOOL PREMISES

All of that part of the Proprietor's land described in the First Schedule delineated in red on the annexed Site Plan of the Proprietor's land and 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 Floor Plan hereto.

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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 in a workmanlike manner to the Ministry of education standards.

SITE

Seal carpark area plus entrance and exit driveways	1/10/1997
Playground drainage and fill.	1/10/1999
Replace existing 'homestead' (Block C)	1/10/1999

