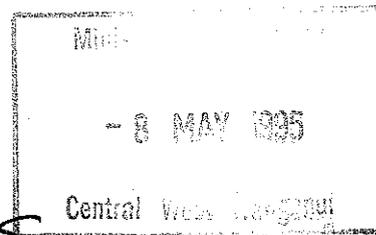


INTEGRATION DEED OF AGREEMENT

FAITH ACADEMY



THIS DEED

is made the 18th May 1995

BETWEEN

Wanganui Assembly of God Property Trust Board (the "Proprietor"), an incorporated body under the Charitable Trusts Act 1957

AND

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

BACKGROUND

The Proprietor is the owner of Faith Academy (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 established in 1979 and is currently operating as a New Entrant to Form 2 Primary School 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 New Entrant to Form 2 Primary 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 all 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 possession and 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**, 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

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specified against the improvements in the **Schedule**. The Proprietor upon completion of any improvements to electrical services described in the **Third Schedule** shall 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).

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 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 (Integrated) School who are paid in whole or in part out of money appropriated by Parliament shall be negotiated with rates

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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 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 18.1 Faith Academy is a Christian school established by Faith Community Church to serve as an extension to all Christian families in Wanganui by providing an education presented from a sound Biblical foundation and based on the beliefs, values and lifestyle as revealed in the Holy Bible.
- 18.2 The Special Character of the school is determined by a Christian approach to living consistent with the Official Statements of The General Council of the Assemblies of God of New Zealand and presented by the qualified staff who are church ministry team members.
- 18.3 The purpose of the school is to support all Christian families and churches in Wanganui in the transmission of their faith systems to their children. The function of the school is to facilitate the development of a mature commitment in the students to Jesus Christ so they will become responsible, effective and caring ambassadors for Christ in the wider community. The Holy Bible will be used as the basis for exploring God's world and as a standard against which to compare and interpret all studies undertaken. The Christian teachers will be committed to each child's total development.

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 and 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

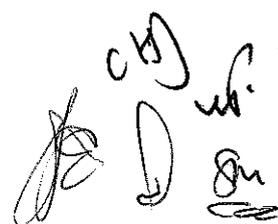
- 20 The School had a roll of 66 pupils New Entrants to Form 2 at 1st March 1995. It is agreed that the maximum roll of the School shall be 90.

Enrolment Preferences

- 21 21.1 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, and 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.
- 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 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.

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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.

Staffing
Tagged Positions

24 The Proprietor may designate pursuant to Section 66(1) of the Act that one teaching position shall be a special position that requires particular capabilities on the part of the teacher holding the position. The teacher so appointed shall accept and recognise a responsibility to maintain and preserve the Special Character of the school.

Staffing Restrictions

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.

Staffing Limits

26 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.

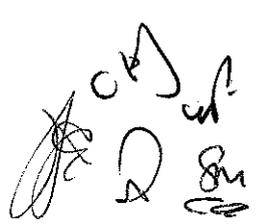
Attendance Dues

27 The Proprietor of the School may 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 provision of Section 36 of the Act.

Dated

28 The effective date of this Deed of Agreement shall be the twenty second day of May 1995 .

29 On and after the effective date specified in this Deed of Agreement the School shall be an integrated New Entrants to Form 2 primary school in terms of the Private Schools Conditional Integration Act 1975.

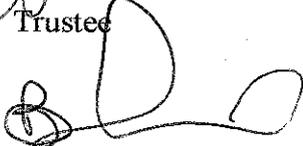


IN WITNESS WHEREOF these presents have been executed the day and year first hereinbefore written.

THE COMMON SEAL OF "THE WANGANUI ASSEMBLY OF GOD PROPERTY TRUST BOARD" was hereunto affixed in the presence of:)



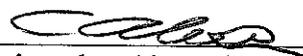
Hiafi Talotusitusi Esera
Trustee



Bryan David Simmonds
Trustee



Andrew George Stanbrook-Mason
Trustee



Christopher Alexander
Trustee

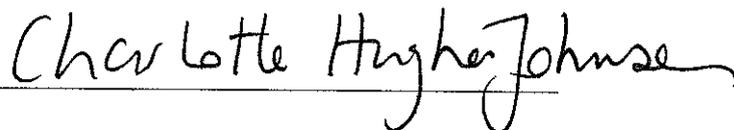


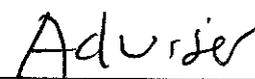
SIGNED by:

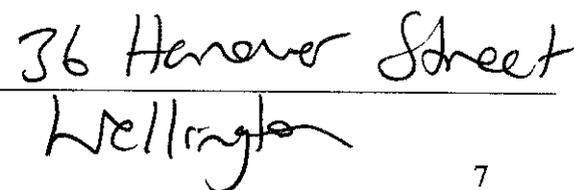
Kathy Phillips)
Senior Manager)
National Operations)
Ministry of Education)
pursuant to authority delegated by the)
Minister of Education acting on behalf of)



HER MAJESTY THE QUEEN in the presence of:







FIRST SCHEDULE

Description of total 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 the Wanganui Assembly of God Property Trust Board situated at 127 Springvale Road, Wanganui and being more particularly described as follows and delineated in green on drawing 50375

All that parcel of land containing 1.7045ha more or less situate in the City of Wanganui being part Lot 2 on Deposited Plan 50375 in Certificate of Title Volume 20B Folio 863.

There is an Existing Registered First Mortgage over the property situated at 127 Springvale Road, Wanganui on Certificate of Title 20B/863 with Trustbank Central Limited, Loan No. 4645501, Security No. 624500.

The amount outstanding on the mortgage is \$71,500 as at 1st March, 1995.

CXD
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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 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.

CTD
W
28/11/11

**FAITH ACADEMY 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.

Site	Agreed Phasing of Work to be completed by:				
	1995	1996	1997	1998	1999
Repair fences Western boundary				X	
Construct fence Southern boundary				X	
Repair drinking fountain	X				
Paint outside seating			X		
Paint covered way			X		
Prepaint repairs - bike sheds			X		
Exterior repaint - bike sheds			X		
Reseal rear and side of Classroom 4			X		
Provide downpipe at rear of Classroom 4	X				
Provide adequate drainage of stormwater - Classroom 4	X				
Provide safety cover over exterior waste pipe drain at side of Classroom 4	X				
Repair concrete path between Classrooms 3 & 4					X
Complete concreting of former pool site					X
<u>Main Block</u>					
Interior redecorate Art Store			X		
Repair door Art Store			X		
Interior redecorate Classroom 1			X		
Interior redecorate Classroom 2			X		
Replace carpet Classroom 2			X		
Interior repaint Boys & Girls Toilets					X
Interior repaint Boys & Girls Toilets					X
Repair roof leaks Boys & Girls Toilets					X
Interior redecorate P.E. Store & Principal's Office					X

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1995 1996 1997 1998 1999

Classroom 3

Interior redecorate					
Replace carpet		X			
Provide wet area	X				X
Replace ceiling panel			X		
Upgrade lighting				X	
Provide display panels					
Provide extra power points	X				
Provide safety & hand rails					
Replace guttering	X				
Exterior prepaint repairs				X	
Exterior repaint				X	

Classroom 4

Interior redecorate					
Provide vinyl in wet area					X
Reroute waste pipe from rear coat & bag area	X		X		
Repair concrete steps		X			
Exterior prepaint repairs				X	
Exterior repaint				X	
Remove chimney tops below guttering level	X				

Library

Interior prepaint repairs					
Interior repaint				X	
Upgrade flooring				X	
Replace door				X	
Exterior prepaint repairs			X		
Exterior repaint				X	
Provide gutterings & downpipes					X

Handwritten signatures and initials:
 C.H.
 S.P.
 D.S.
 E.S.