

**INTEGRATION DEED OF AGREEMENT  
KAIKOHE CHRISTIAN SCHOOL**

**THIS DEED** is made the 18<sup>th</sup> July 1997

**BETWEEN** **THE KAIKOHE CHRISTIAN FELLOWSHIP TRUST**  
(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 Kaikohe Christian School (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, established and registered as Private Primary School in 1985.

**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, 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 herein after 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**

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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 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**

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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 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, less expenses as outlined in Clause 6.

**Proprietor's Debt**

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

**Upgrading Buildings**

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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 specified against the improvements in the **Third Schedule**.

The Proprietor upon completion of any improvements to the electrical services described in the **Third Schedule** shall arrange for the inspection of the School premises in terms of the regulations in force at the time.

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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. (Eg. Chapel.)
- 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 in terms of 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 Borrowing's** 14 The Proprietor, with the consent of the Minister, which consent shall not be withheld unreasonably, 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 the 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/she received or was accorded on the day before the effective date of integration.

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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**

- 18.1 Kaikohe Christian School is a Christian school established by the Kaikohe Christian Fellowship Trust for parents choosing a God-centred, Biblical world-view, Christian education for their children.
- 18.2 The Guiding Principle of the School is that the School is an educational mission committed to reaching families in the community with the love of Christ.
- 18.3 The School Mission Statement - "To provide a Christ-centred learning environment, utilising an individualised curriculum with a view to developing Godly character and academic achievement." - is reflected in the Special Character of the School.
- 18.4 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 Trustees of the Kaikohe Christian Fellowship Trust, and is to be upheld in word and fulfilled in practice by staff who are recognised by the Trustees as qualified church ministry team members of a local Spirit filled Bible believing church.

*Need in the past*

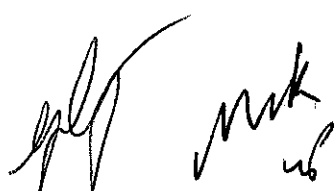
**Proprietor's Rights and Responsibilities**

19

- 19.1 The proprietor shall subject to the provisions of this Agreement: 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.

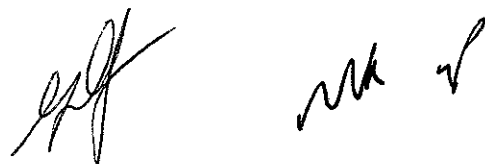
**School Roll 20**

The School has a roll of 37 students at March 1997. It is agreed that subject to any amendments as provided for by



Supplementary Agreements, that the maximum roll of the school shall be 52.

- Enrolment Preferences** 21
- 21.1 A preference at the School under Section 29(1) of the Act shall be given to those pupils who, with parents 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 child of any parent unless the Proprietor concurs that those parents and child have established a 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 Minister otherwise agree, and subject to the 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 percent of the maximum roll at the School.
- Access to School** 22
- The Proprietor with its servants, agents and licensees shall subject to the provision of Section 40(2)(i) of the Act have at all 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 Special Character of the School shall be a condition of appointment.
- Staffing Chaplain** 24
- The Proprietor, at its expense, may employ any person whether as Chaplain or otherwise for duties relating to the instruction of students and the provisions of Section 69(2) and (3) of the Act will apply.
- Staffing Teaching Positions** 25
- For the purposes of Section 65 (1) (c) of the Act, the positions of all teachers 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 a condition of appointment.

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**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 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 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 the attendance dues pursuant to the provision of Section 36 of the Act.

**Dated 28** The effective date of this Deed of Agreement shall be 1 August.1997.  
**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.

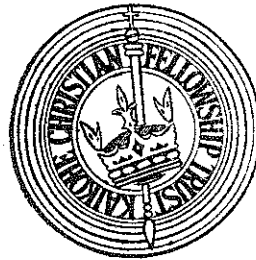
IN WITNESS WHEREOF these presents have been executed the day and year first hereinafter written.

THE COMMON SEAL OF THE KAIKOHE CHRISTIAN FELLOWSHIP TRUST

was hereunto affixed in the presence of : )

Michael Swan  
Trustee

[Signature]  
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 :

Kathy Phillips

Judith Manchester  
Consultant  
53 Cronick Terrace  
Wellington 5

[Signature] [Signature]

## 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 the Kaikohe Christian Fellowship Trust incorporate more or less situate in Mangakahia Road, Kaikohe 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 .3298 hectares more or less situated in the Kaikohe Town District and being Lots 1, 2 and 3 on Deposited Plan 32911, Portion of Kohewhata No 29A and 29B Blocks, Certificate of Title, Volume 987/161 and 849/59 and Kohewhata No. 29C Block, on M.L. 10176.

### SUBJECT TO

Part XIII of the Land Act 1924  
Section 248 of the Native Land Act 1931

*[Handwritten signature]*  
Michael Green  
*[Handwritten initials]*

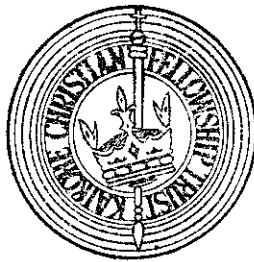


## SECOND SCHEDULE

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

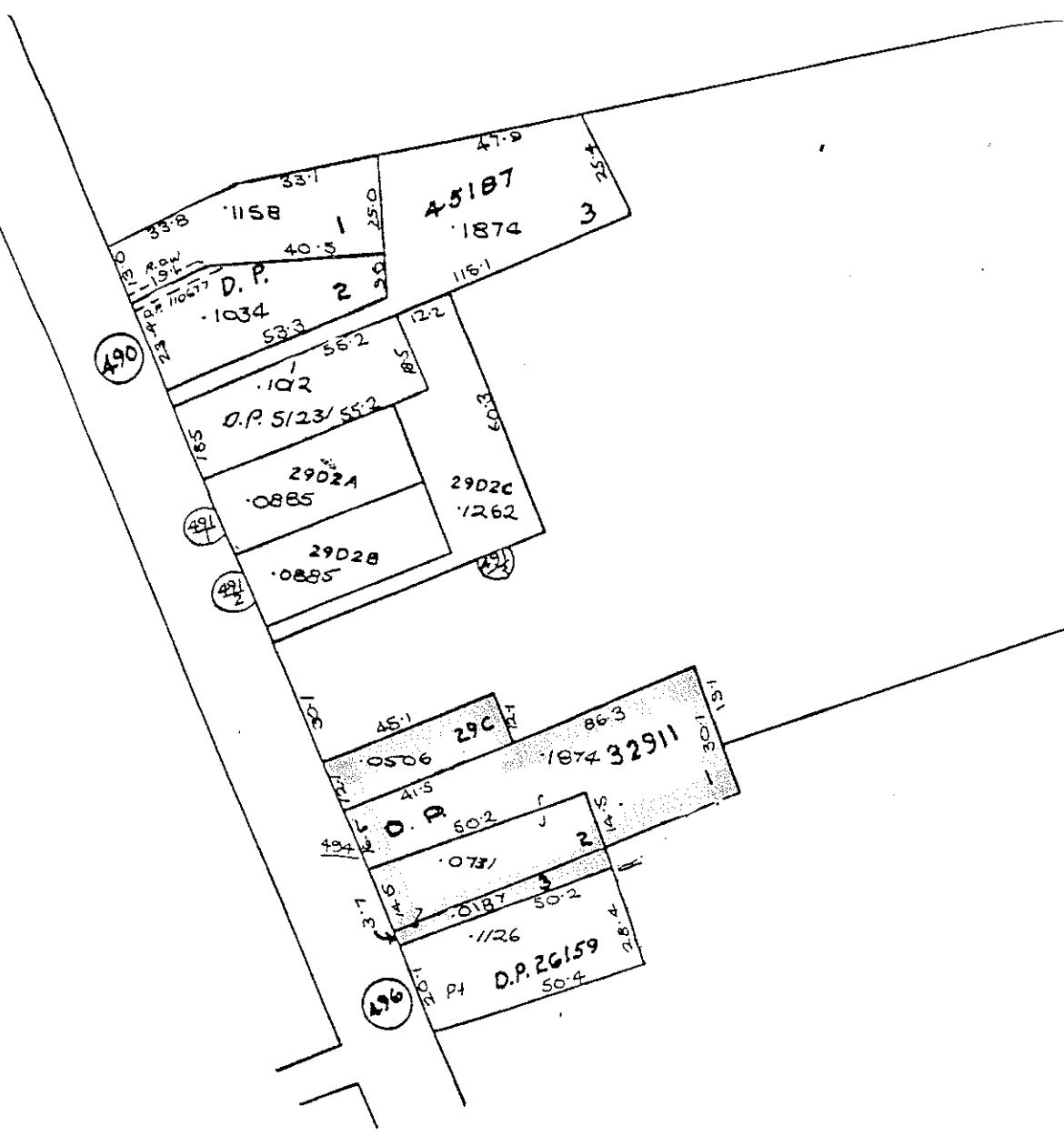
### THE SCHOOL PREMISES

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.



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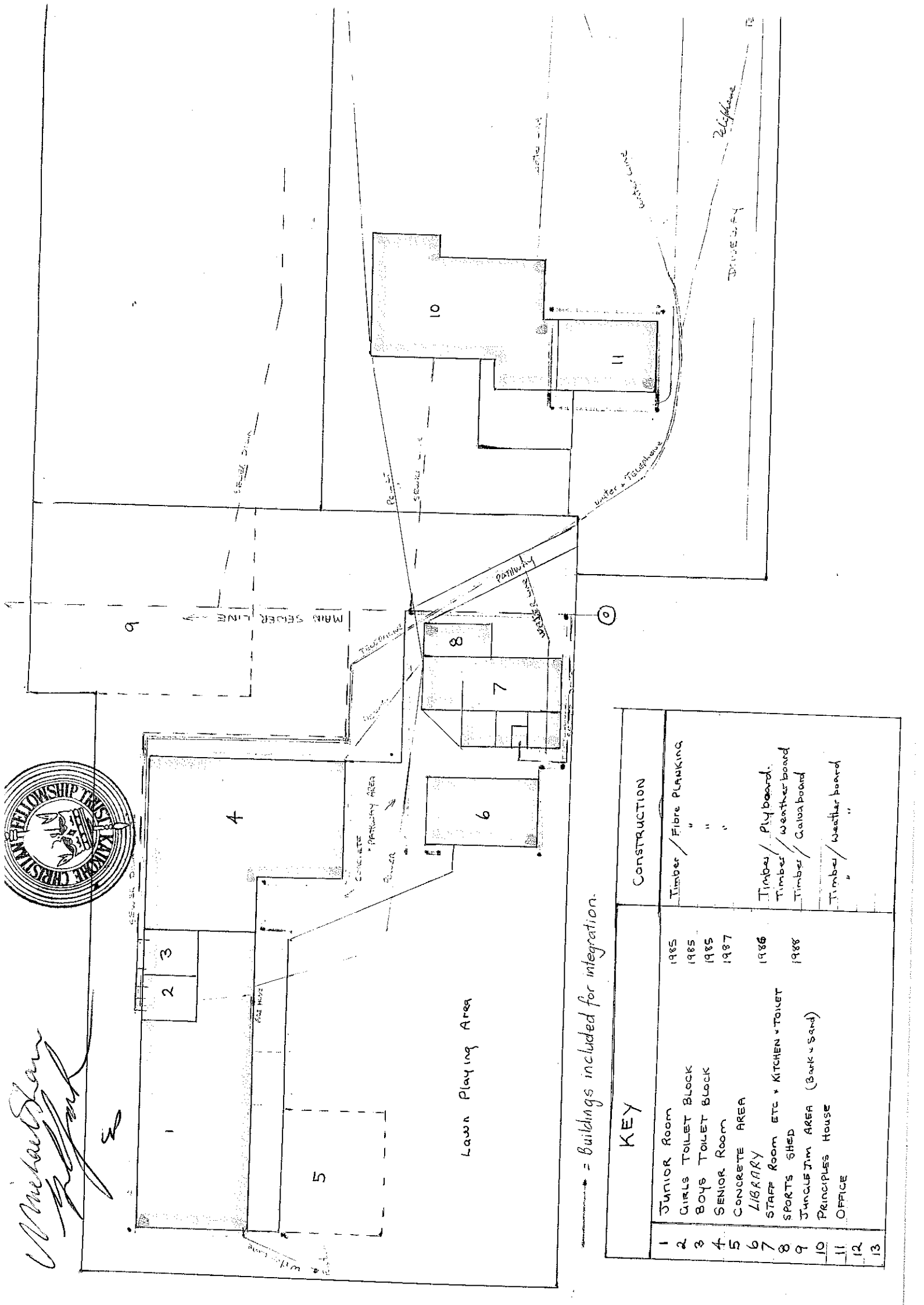
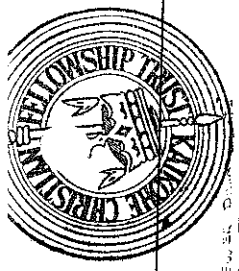


*G. G. Gush*  
*Mitchell Shaw*  
*at*

DP 32911 —  
 — 0506 — 29C  
 — 1874  
 — 0731  
 — 0187  
 — 3298



*Michael Dan*  
*Ref: 10/10/88*



\* = Buildings included for integration.

KEY		CONSTRUCTION
1	JUNIOR ROOM	Timber / Fibre PLANKING
2	GIRLS TOILET BLOCK	"
3	BOYS TOILET BLOCK	"
4	SENIOR ROOM	Timber / Ply board.
5	CONCRETE AREA	Timber / weather board
6	LIBRARY	Timber / Caloa board
7	STAFF ROOM ETC + KITCHEN + TOILET	Timber / weather board
8	SPORTS SHED	"
9	JUNGLE JIM AREA (BARK + SAND)	"
10	PRINCIPLES HOUSE	Timber / weather board
11	OFFICE	"
12		
13		

## THIRD SCHEDULE

### KAIKOHE CHRISTIAN SCHOOL 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:

	31.12.97	01.08.98	01.08.99
<b><u>Site</u></b>			
All weather drive and surface for at least four cars			X
<b><u>Buildings</u></b>			
<b><u>Library</u></b>			
Provide handrails to ramp	X		
Provide exit signs to doors	X		
Attend exposed light socket	X		
Structural support to ridge beam		X	
<b><u>Staffroom</u></b>			
Provide exit signs to door	X		
Remove electrical plug and cable from floor level	X		
<b><u>General</u></b>			
Provide adequate fire protection equipment in accordance with Firewatch Report, 4 June 1997	X		

*Michael Owen  
W*

