

INTEGRATION DEED OF AGREEMENT **RECEIVED**  
KAITAIA ABUNDANT LIFE SCHOOL 15 DEC 1993

**THIS DEED**

is made the

29<sup>th</sup> March 1996

**BETWEEN**

**KAITAIA ABUNDANT LIFE CENTRE 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 Kaitaia Abundant Life 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 and was established in 1988. It was registered in February 1989, 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 Year 1 to Year 15 Area 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 possession and use of the School premises and all chattels and other assets associated with the School.

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**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 specified against the improvements of the Schedule. The Proprietor upon completion of any improvements to electrical services 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 no part of the integrated premises, are regarded by the Proprietor as appropriate to maintain the Special Character of the School.

**Proprietor's Shared Property**

12 The Proprietor acknowledges that the access Right of Way from North Road, Kaitaia and the car park, hatched in yellow on the plan attached in the Second Schedule is used in common, and the costs of maintaining the access Right of Way and car park, shall be shared between the Proprietor and the Board of Trustees as may be agreed in writing from time to time.

**Insurance**

13 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).

*CTD GAA [Signature]*

**Future  
Maintenance** 14

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** 15

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**

16

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.

17

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** 18

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** 19

19.1 Kaitaia Abundant Life School is established by the Kaitaia Abundant Life Centre Trust for parents choosing a God-centred, Biblical world-view, Christian education for their children.

19.2 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 Kaitaia Abundant Life Centre Trust.

19.3 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.

*CPD GAA J. W.*

- (b) teaching Christian values and behaviour through the process of acknowledgement 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) providing staff who are suitable role models of the qualities it seeks to engender in the students.

**Proprietor's Rights and Responsibilities**

20 The Proprietor shall subject to the provisions of this Agreement:

- 20.1 Continue to have the responsibility to supervise the maintenance and preservation of education with a Special Character provided by the School;
- 20.2 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;
- 20.3 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** 21 The School had a roll of 48 Primary and Secondary pupils at 21 August 1995. It is agreed that subject to any amendments as provided for by Supplementary Agreements, that the maximum roll of the School shall be 90.

**Enrolment Preferences** 22 22.1 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.

*(Handwritten signatures)*

22.2 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 10% of the roll at the School.

**Access to  
School**

23

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** 24

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.

**Staffing  
Chaplain**

25

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**

26

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**

27

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**

28

The Proprietor of the School 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 person shall pay attendance dues pursuant to the provision of Section 36 of the Act.

*(Handwritten signatures)*

Dated 29 The effective date of this Deed of Agreement shall be 1<sup>st</sup> April 1996

30 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 KAITAIA ABUNDANT LIFE CENTRE TRUST

was hereunto affixed in the presence of: )

G. R. Adair  
GLEN RAYMOND ADAIR  
Trustee



ALLAN ALEXANDER DOW  
Trustee

Signed by: Kathy Phillips

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

Charlotte Hughes Johnson  
Adviser  
36 Haremore Street  
Wellington

*Handwritten initials and marks at the bottom right of the page.*

**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 Kaitaia Abundant Life Centre Trust situated at 11 North Road, Kaitaia and being more particularly described as follows and delineated in green on drawing 105331.

All that parcel of land containing 1.2244 hectares more or less situate in the town of Kaitaia being Lot 1 on Deposited Plan 105331 in Certificate of Title Volume 58A Folio 619

**SUBJECT TO**

Mortgage C.364450.2 to ANZ Banking Group (New Zealand) Limited.

*(Handwritten signatures)*





**SECOND SCHEDULE**

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

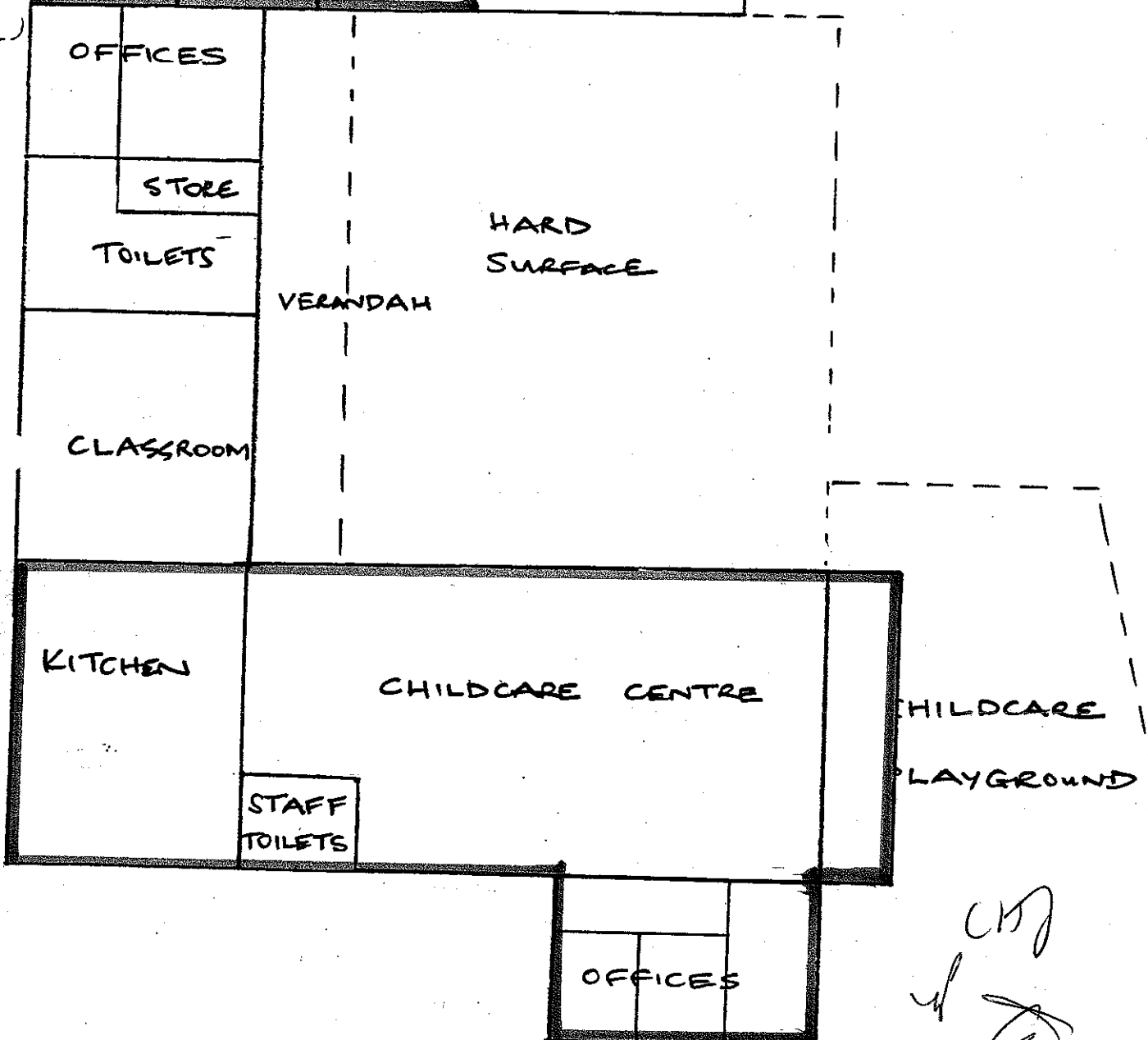
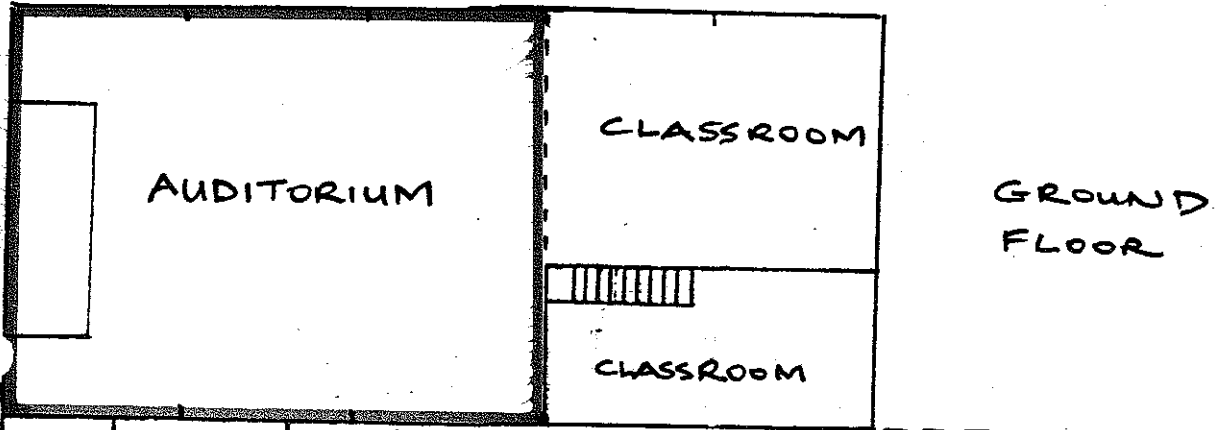
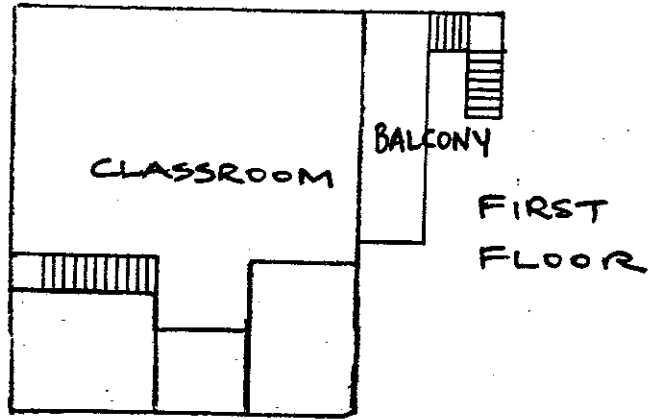
**THE SCHOOL PREMISES**

All of the Proprietor's land as described in the First Schedule hereto **SAVE AND EXCEPT** the part delineated in red on the annexed Site 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 Floor Plan hereto.

CHD  
W  
D GA

FLOOR PLANS  
ABUNDANT LIFE  
CENTRE

Scale: 1:200 approx.

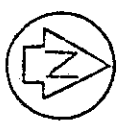
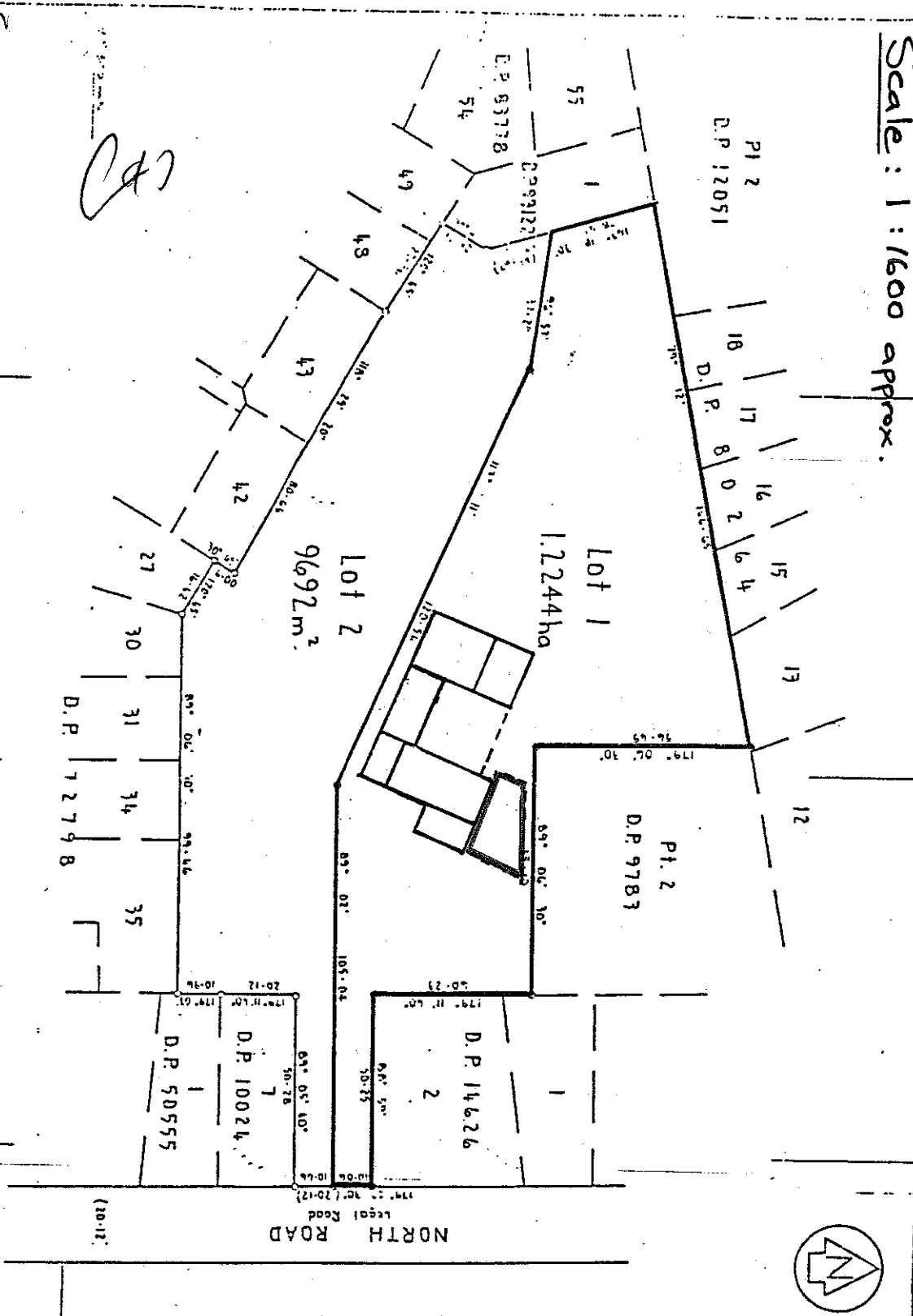


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Handwritten initials and signatures.

# SITE PLAN - ABUNDANT LIFE CENTRE - LOT 1

Scale: 1:1600 approx.



Approved  
 Englewood Owner

New CST Allocated  
 Lot 1 - 58A / c/m  
 Lot 2 - 58A / c/m  
 Total area 2.1936 ha.  
 Computed in C.T. 55A/831 (2012)

Donald Borrington, 1001 St. James St., Auckland  
 Registered Surveyor and holder of an exempt practice certificate  
 by me in accordance with the provisions of the Survey Act 1980  
 and the Survey Regulations 1980. The plan was prepared by me  
 on 29th October 2012.  
 Donald Borrington  
 at Auckland, 29th October 2012.

First Book  
 Registered Plan  
 Registered  
 D.P. 105331

LOCAL AUTHORITY KAITIARA BOFOUGH  
 Surveyed by D. B. VON STURMER

Lots 1 & 2 being Subdivision of Pt. Lot 1 D.P. 83780

THE DISTRICT OF NORTH AUCKLAND  
 DISTRICT ENGINEER V. TAKAHUE  
 WITH MR. Kaitiara B.

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