

**THE SOVEREIGN IN RIGHT OF NEW ZEALAND**

**acting by and through the Minister of Education**

**and**

**New Zealand Christian Proprietors Trust**

**Incorporated under the Charitable Trusts Act 1957**

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**DEED OF INTEGRATION**

**KingsView School, Queenstown**

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## DEED OF INTEGRATION AGREEMENT

**BETWEEN** Her Majesty the Queen acting by and through the Minister of Education (the "Minister") of the first part.

**AND** New Zealand Christian Proprietors Trust incorporated under the Charitable Trusts Act 1957 ("the Proprietor") of the second part

### WHEREAS:

- A The Proprietor intends to establish and integrate **KingsView School, Queenstown** (hereinafter referred to as "**the School**").
- B The School is to be a Christian full primary school for boys and girls from Year One (1) to Year Eight (8) offering Education with a Special Character.
- C The Minister and the Proprietor ("**the Parties**") have agreed to enter into this Deed of Agreement pursuant to the Private Schools Conditional Integration Act 1975 ("**the Integration Act**"), whereby the School is to be established as an integrated state School.
- D The Proprietor shall take a lease of the Land in the form annexed to the Second Schedule to this Deed.

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## Definitions

In this Deed of Agreement, unless the context requires otherwise the parties agree as follows:

"Board of Trustees" means the Board of Trustees of the School;

"Effective Date" shall be 1 January 2011;

"Minister" includes the current and all future Ministers of Education, or any Minister of the Crown who, under the authority of any warrant or with the authority of the Prime Minister, is responsible for the administration of the Integration Act;

"School" means KingsView School, Queenstown.

## THIS DEED RECORDS AN AGREEMENT BETWEEN THE PARTIES as follows:

1. That the Minister and the Proprietor agree that the School is to be established as an integrated state school pursuant to the Integration Act.
2. The School's Special Character, shall incorporate the Education with a Special Character as provided in the School and it is 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.
3. Proprietor agrees that:-
  - (a) The Proprietor occupies the land and improvements more particularly described in the Schedule ("**the School premises**") pursuant to the terms of the Deed of Lease.
  - (b) The Proprietor shall set apart and appropriate all the School premises and all the chattels and other assets of the Proprietor associated with the School exclusively for the purposes of the School as an integrated state school, so that the KingsView School Board of Trustees ("**the Board of Trustees**") shall have the exclusive right to the possession and use of the School premises and chattels:

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- (i) At the request of the Proprietor the Board of Trustees may, subject to section 40A of the Integration Act grant the use of the School premises and chattels 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 of Trustees shall not unreasonably or arbitrarily withhold its consent. The Board of Trustees may require the Proprietor or other person or persons to pay a reasonable fee to the Board of Trustees as a condition of such use.
- (ii) The parties acknowledge with the consent of the Proprietor, the Board of Trustees may, subject to section 40A of the Integration Act, grant the use of the School premises and chattels to 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 his consent. The Board of Trustees may require any such person or persons to pay a reasonable fee to such Board of Trustees as a condition of such use.
- (c) The Proprietor shall accept and meet the liability for all mortgages, liens and other charges upon the land and buildings comprising the School premises, in respect of which the Proprietor is legally responsible.
- (d) The Proprietor shall plan, execute and pay for such capital works and associated facilities at the School as may be approved or required, from time to time, by the Minister pursuant to section 40(2)(d) of the Integration Act.
- (e) The Parties recognise the Proprietors' rights under section 40(2)(e) of the Integration Act to maintain additional property and facilities.
- (f) The Parties note the Proprietors' obligations under section 40(2)(e) and (h) regarding insurance.
- (g) No person employed at the School and paid for his/her services in whole or in part out of moneys appropriated by Parliament, shall be paid by the Proprietor or his servants or agents any remuneration additional to that provided for by the Integration Act or shall be granted or permitted any condition of service more favourable than that permitted in the case of a person employed in a comparable position in a non-integrated state school.

Handwritten signatures of the Proprietor and the Board of Trustees. The Proprietor's signature is a stylized 'L' with a horizontal line through it. The Board of Trustees' signature is a stylized 'AT'.

4. The land and buildings constituting the School premises are subject to the mortgages, debts, liens, encumbrances, easements, licences, restrictions and other matters which affect the title to or enjoyment of the land and have the appurtenances or benefits attaching to the land particularly described in the **First Schedule**.
  
5. The Special Character of the School is that it is a non-denominational Christian School for families established by the Proprietor for the Christian Community of Queenstown and surrounding districts which promotes and supports the School and of which the School is part, to provide and to continue to provide Education with a Special Character, that is to say:  
  
*The School is a Christian School in which the whole School community through the general School programme and in its religious instructions and observances, exercises the right to live and teach the values of Jesus Christ. These values are as expressed in the Scriptures and in the practices, worship and doctrine of the evangelical Christian Church, as determined from time to time by the Proprietor.*
  
6. The Proprietor of the School, subject to the provisions of this Deed of Agreement:-
  - (a) Shall continue to have the responsibility to supervise the maintenance and preservation of the Education with a Special Character provided by the School;
  
  - (b) Shall continue to have the right to determine from time to time what is necessary to preserve and safeguard the Special Character of the Education provided by the School and described in this Deed of Agreement;
  
  - (c) May invoke the powers conferred upon it by the Integration Act, if in the opinion of the Proprietor the Special Character of the School as defined and described in this Deed of Agreement has been or is likely to be jeopardised or the Education with a Special Character provided by the School as defined and described in this Deed of Agreement is no longer preserved and safeguarded.
  
7. The Board of Trustees constituted pursuant to Part IX of the Education Act 1989, shall be the controlling authority of the School.
  
8. The Parties acknowledge that the Board of Trustees is required under section 25(6) of the Integration Act, to make provision for adequate consultation with the



Proprietor, in terms of the Proprietor's rights and responsibilities under section 3 of that Act.

9. The Board of Trustees shall be deemed to have been dissolved upon cancellation of this Deed of Agreement or closure of the school under the Integration Act.
10. It is agreed that the maximum roll of the School shall be 100 students.
11. The Proprietor agrees that pursuant to paragraph (d) of Clause 3 of this Deed of Agreement it will bring the School up to the minimum standard of accommodation laid down from time to time by the Secretary of Education for a comparable non-integrated state school.
12. Preference of enrolment at the School under section 29(1) of the Integration Act shall be given only to those children whose parents, in the Proprietor's opinion, have established a particular or general religious connection with the Special Character of the School. Both parties express their common understanding and mutual expectation that the Board of Trustees will conduct enrolment procedures in accordance with section 29 of the Integration Act.
13. In accordance with section 7(6)(h) of the Integration Act unless the Proprietor and the Secretary of Education otherwise agree and subject to places being available, the number of pupils whose parents or other persons accepting responsibility for the education of the child do not have a preference of enrolment at the School in accordance with the provisions of section 20(1) of the Integration Act shall be limited to 10% of the maximum roll and the Board shall not enrol more than that number.
14. It is agreed that as religious observances and religious instruction form part of the Education with a Special Character provided by the School, religious observances and religious instruction in accordance with the determination made from time to time by the Proprietor shall continue to form part of the School programme in accordance with sections 31 and 32 of the Integration Act.
15. The Proprietor, together with its servants, agents and licensees shall, subject to the proviso to section 40(2)(i) of the Integration Act, have at all reasonable times access to the School to ensure that the Special Character of the School is being maintained.
16. The Proprietor, together with its servants, agents and licensees, shall have at all reasonable times access to the land and buildings of the School constituting the

  


School premises sufficient to enable it to exercise the powers and carry out the responsibilities vested in it and imposed on it by the Integration Act and by this Deed of Agreement.

17. An advertisement for the position of the Principal of the School shall, be in accordance with section 65 (1)(a) of the Integration Act.
18. There shall be a position at the School to be designated by the controlling authority as Director of Religious Studies in accordance with section 65(1)(b) of the Integration Act which position shall be part of the normal staffing entitlement of the School as established pursuant to the Education Act 1989. An advertisement for that position 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. Any person so appointed to the position of Director of Religious Studies shall accept these requirements as a condition of appointment.
19. A person appointed to the position of Director of Religious Studies at the School shall undertake such teaching duties, if any, as may be required by the Principal of the School.
20. The number of teaching positions which, in accordance with section 65(1)(c) of the Integration Act shall be positions of importance carrying a responsibility for religious instruction shall be 100 percent of the Total Staffing Entitlement of the School as established pursuant to the Education Act 1989. Any advertisement for those positions shall state a willingness and ability to take part in religious instruction appropriate to the Special Character of the School and shall be a condition of appointment. Any person appointed to these positions shall accept these requirements as a condition of appointment.
21. The parties of this Deed of Agreement acknowledge that the School shall be entitled to funding for staffing incentives on the same basis as an equivalent non-integrated state school. For the avoidance of doubt, this means that where the Board of Trustees is unable to fill a position of importance carrying a responsibility to provide religious instruction, then the Board of Trustees will not be eligible for any additional funding for staffing or recruitment incentives.
22. An advertisement for the position of Deputy Principal of the School shall be in accordance with section 66(2) of the Integration Act.

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23. It is agreed by and between the parties hereto that as religious observances and religious instruction form part of the Education with a Special Character provided by the School the Proprietor may employ any person as a Chaplain or otherwise, for the purposes of religious observances or instruction and the provision of section 69(2) and (3) of the Integration Act shall apply.
24. Notwithstanding anything contained in this Deed of Agreement, the parties acknowledge that Part 10 of the Education Act 1989 applies to any person employed in a teaching position at the school.
25. The Proprietor of the School shall have the right to enter into an Agreement with the parents or other persons accepting responsibility for the education of a child providing that, as a condition of enrolment and attendance of that child at the School, the parents or other persons shall pay attendance dues established in respect of the School or group of Integrated Schools owned by the Proprietor at such rates and subject to such conditions as may be approved from time to time by the Minister, by notice in the New Zealand Gazette in accordance with Section 36 of the Integration Act.
26. The Minister shall subject to Clause 3(d) and (e) of this Deed of Agreement after the effective date maintain the School premises and the associated facilities in a state of repair order and condition as for a comparable non-integrated state school and provide for the maintenance of the chattels as though the School were a non-integrated state school.
27. The Proprietor shall not assign, nor take any steps in preparation of an assignment or transfer of, all or any of its obligations under this Deed of Agreement unless it has first obtained the prior written consent of the Minister.
28. The parties acknowledge and agree that the Proprietor is not an agent of the Minister or of the Ministry of Education and may not represent itself by its servants or agents or otherwise that it is an agent of the Minister or of the Ministry of Education.
29. The Minister and the Proprietor shall act in good faith to each other in respect of any dealings or matters under or in connection with this Deed of Agreement.



30. On and after the effective date specified in this Deed of Agreement the School shall be an integrated school in terms of the Integration Act.
31. All notices which are required to be sent under this Deed of Agreement shall be in writing and sent to the address for notifications in accordance with the following clause unless otherwise agreed between parties.
- (a) All notices to the Minister shall be sent to the Group Manager, Education, Curriculum and Performance, Ministry of Education, PO Box 1666, Thorndon, Wellington, facsimile (04) 463 8252.
  - (b) All notices to be sent to the Proprietor shall be sent to Chairman, NZ Christian Proprietors Trust, PO Box 306, Orewa.

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**EXECUTION**

SIGNED this <sup>December</sup> ~~13<sup>th</sup>~~ day of ~~November~~ 2010 by

*Mark Larson*



**Mark Larson**  
**Chairman**  
**New Zealand Christian Proprietors Trust**  
in the presence of:

Signature:

*Linda Bellamy*

Name:

*Linda Bellamy*

Occupation:

*67 Leinster Road, Christchurch 8014*

Ordinary place of residence:

*Personal Assistant*

SIGNED this <sup>December</sup> ~~13<sup>th</sup>~~ day of ~~November~~ 2010 for and on behalf of the Sovereign in right of  
New Zealand by

*Anne Tolley*

**HONOURABLE ANNE TOLLEY**

Minister of Education, in the presence of:-

Signature:

*Daniel Reid*

Name:

*Daniel Reid*

Occupation:

*Senior Adviser*

Ordinary place of Residence:

*Lower Hill*

## **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:**

**14 Yewlett Crescent, Frankton**

**DP 21869 held in Certificate of Title OT 13C/420 Otago Register**



## SECOND SCHEDULE

Description of total 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.

Unit G and accessory unit G1 and G2 ( see attached ) DP 21869 Certificate of Title OT13C/420 Otago Register. Plans for refurbishment of the above units into an areas for the school, pre school and Salvation Army auditorium are also attached.

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### **THIRD SCHEDULE**

#### **Works to be carried out by the Proprietor in relation to the School.**

These works are to be planned, executed and paid for by the Proprietor in accordance with the provisions of this Schedule in relation to the buildings, associated facilities, and any fit out requirements including the non-capital fixtures constructed to meet minimum standards of a comparable state school. All work is to be carried out by a competent tradesperson in a workmanlike manner to comply with all the relevant New Zealand building codes, statutory requirements, and Territorial Local Authority and Ministry of Education standards.

To be completed by 31/1/11:

- Smoke alarms to all rooms.
- Exit signs are posted in all relevant areas.
- Thickness of glass windows to be increased to meet safety requirements on all outside windows.
- Upgrade toilet area to meet existing state school requirements.

To be completed by 30/12/13:

- Improve cross ventilation in all rooms.
- Replace carpets in all rooms.

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