

INTEGRATION DEED OF AGREEMENT

THIS DEED

is made the 5th day of November 1998

BETWEEN

THE KINGSWAY TRUST a charitable trust incorporated under the Charitable Trusts Act 1957 ("the Proprietor")

AND

HER MAJESTY THE QUEEN acting by and through the Minister of Education ("the Minister").

BACKGROUND

A

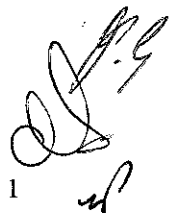
The Proprietor is the owner of KingsWay School ("the School").

B

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").

C

The School was established in 1986 as a Primary School. It now operates as a Year 1 to Year 11 composite School for girls and boys offering education with a Special Character.

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NOW THIS DEED WITNESSES AND IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

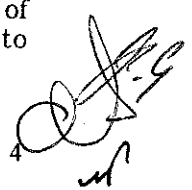
- Agreement** 1 The Minister and the Proprietor agree that the School is to become an Integrated Composite school pursuant to the Act.
- Board of Trustees** 2 There shall be a Board of Trustees which shall be the controlling authority of the School and shall be constituted pursuant to Part IX of the Education Act 1989 ("the Board").
- Proprietor's Land & Premises** 3 The Proprietor is the owner of all the land described in the **First Schedule** hereto and the improvements thereon. ("the Proprietor's land")
- 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, exclusively for the purposes of the School as an integrated School and further agrees that the Board shall have the exclusive right of possession and use of the School premises and all chattels and other assets associated with the School.
- School Premises Proprietor Trustee's Use** 6 At the request of the Proprietor, the Board may grant the use of the School premises and all chattels and other assets associated therewith 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 shall not unreasonably or arbitrarily withhold its consent. The Board may require the Proprietor or other person or persons to pay a reasonable fee to the Board as a condition of such use.
- School Premises External Use** 7 With the consent of the Proprietor, the Board may grant the use of the School premises and all chattels and other assets associated therewith to any other person or persons at any time when the School premises are not required for school purposes and the Proprietor shall not unreasonably or arbitrarily withhold its consent. The Board may require any such persons or persons to pay a reasonable fee to the Board as a condition of use.
- Proprietor's Debt** 8 The Proprietor shall be responsible for all mortgages, liens and other charges upon the School premises.
- Upgrading Buildings** 9 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 in the **Schedule**. The Proprietor shall upon completion of any improvements to electrical services described in the **Third Schedule** arrange for the inspection of the School premises in terms of the Regulations currently 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.
- Proprietors
Other Land**
- 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 (if any) for the purposes of the School against risks normally insured against, in some responsible insurance office in New Zealand, and further acknowledges the obligation on it created by Section 40(2)(h) of the Act.
- Future
Maintenance**
- 13 Subject to Clauses 9 and 10 and 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 associated therewith and for such purposes may charge, mortgage or encumber the School premises or any part thereof.
- Staff Remuneration
and Terms of
Employment**
- 15 Contracts of employment for persons employed at the School who are paid in whole or in part out of money appropriated by Parliament shall be negotiated in accordance with Part VII of the State Sector Act, 1988.
- 16 A teacher to whom the proviso to Section 71 (6) applies 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 provided that in the case of such teacher who is paid more than a teacher with comparable service and qualifications in a state school the Proprietor shall, after the effective date of integration, ensure that the Crown (acting through the

Minister) shall not be liable for payment of the difference in the salary.

- Special Character Agreement**
- 17(a) For the purposes of this agreement "Special Character" means the Special Character of the School described in the **Fourth Schedule**.
- 17(b) The School's Special Character shall incorporate education with a Special Character as provided in the School. 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.
- Proprietor's Rights & Responsibilities**
- 18 The Proprietor shall:
- i. continue to have the responsibility to supervise the maintenance and preservation of education with a Special Character provided by the School;
 - ii. 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;
 - iii. invoke the powers conferred upon it by the Act and this agreement 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**
- 19 The School had a roll of 207 pupils at the 2nd day of March 1998 being the year in which the roll figures were compiled. It is agreed, subject to any amendments as provided for by Supplementary Agreements, that the maximum roll of the School shall be 255.
- Enrolment Preferences**
- 20(a) A preference of enrolment at the School under Section 29(1) of the Act shall be given to those pupils whose parent(s)/guardian(s) have established a particular connection with the School through membership of, or affiliation with, evangelical Christian Churches having a Biblical basis of faith consonant with the statement of Special Character or a general connection with the school through a demonstrated acceptance of the statement of Special Character.
- 20(b) 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 a maximum of 10% of the roll of the School.
- Access to School**
- 21 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.

- Staffing, Principal's Appointment** 22 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. Such an advertisement shall also state that a willingness and ability to uphold the Special Character shall be a condition of the appointment.
- Director of Religious Studies** 23 Christian Studies forms part of the education with a Special Character provided by the School and therefore the Proprietor, at its expense, may employ any person whether as Chaplain or otherwise for duties relating to the instruction and provide resources. The provisions of Section 69(2) and (3) of the Act shall apply.
- Tagged Positions** 24 For the purposes of Section 65(1)(c) the position 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 an essential condition of appointment. Such advertisements shall also state that a willingness and ability to uphold the Special Character shall be a condition of employment.
- 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 (a) The staffing entitlement of the School shall be the same as that for a comparable state school at the effective date of integration of the School.
- (b) In the event that the School Board employs more staff than that to which it is entitled to under clause 26(a), then the Proprietor shall ensure that there shall be no residual liability (which shall include payment for staffing over entitlement after integration, and any redeployment pertinent to this overstaffing) on the Crown acting through the Minister.
- (c) For the avoidance of doubt the Proprietor shall indemnify the Minister to the fullest extent permitted by law from any financial loss whatsoever the Minister may suffer from any breach or non observance of this clause by the Proprietor.
- Attendance Dues** 27 The Proprietor may enter into agreements with either 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 provisions of Section 36 of the Act.

Definitions

28 Unless expressly provided for in this Agreement words and expressions shall have the meaning given those words and expressions in the Act.

Dated

29 The effective date of this Deed of agreement shall be the sixth day of November 1998.

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.

Handwritten signatures and initials in the bottom right corner, including a large signature and the initials 'W.P.' below it.

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

THE COMMON SEAL OF THE KINGSWAY TRUST
was hereunto affixed in the presence of:



J. Green SECRETARY,
[Signature] Chairman

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

[Signature]
Advisor
Wellington

[Handwritten initials]

FIRST SCHEDULE

Description of total land, buildings and other improvements which comprises 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 KingsWay Trust, more or less situated in Jelas Road, Silverdale, being known as KingsWay School and being particularly described as follows and delineated in yellow and pink on the plan forming part of the Second Schedule hereto.


All that parcel of land containing 4.2000 hectares more or less being Lot 3 Deposited Plan 133341 and being part Allotment 146 Parish of Waiwera and the whole of the land comprised and described in Certificate of Title 78C/228 (North Auckland Registry) TOGETHER WITH AND SUBJECT TO water supply easement created by Transfer 621491.2 AND SUBJECT TO Encumbrance C.077417.5 to The Rodney County Council.

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 yellow 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.

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KINGSWAY SCHOOL

THIRD SCHEDULE

OVERVIEW STATEMENT


It is agreed that the school currently has sufficient space for a roll of 255 with an expected maximum of 35 pupils in years 9-11. It is noted that the proprietor intends to complete the car parking area by the start of the 1999 school year weather permitting, thereby freeing up a total of 1937 sq m of hard area for playground space.

WORK 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. The proprietor will ensure that all work is carried out in a tradesmanlike and professional manner. Any variations to the timetable or modifications to individual items must be negotiated between the Proprietor and the local Property Office of the Ministry and confirmed in writing.

AGREED PHASING OF WORK TO BE COMPLETED BY:

	12.10.98	1.4.99	1.6.99	12.10.2000
Site				
Provide adequate fencing on east boundary between gully and school grounds				
Provide additional drinking fountain	X			
Provide new car parking area which meets school safety and local authority requirements				
Undertake grounds and playing field development		X		
Buildings				
Provide a total Library space of 161 sq metres				X
Structure				
Ensure that adventure playground complies with NZS5828:1986 "Specifications for Playgrounds and Playground Equipment"				X



27/11/98

Integration Deed

Kingsway School

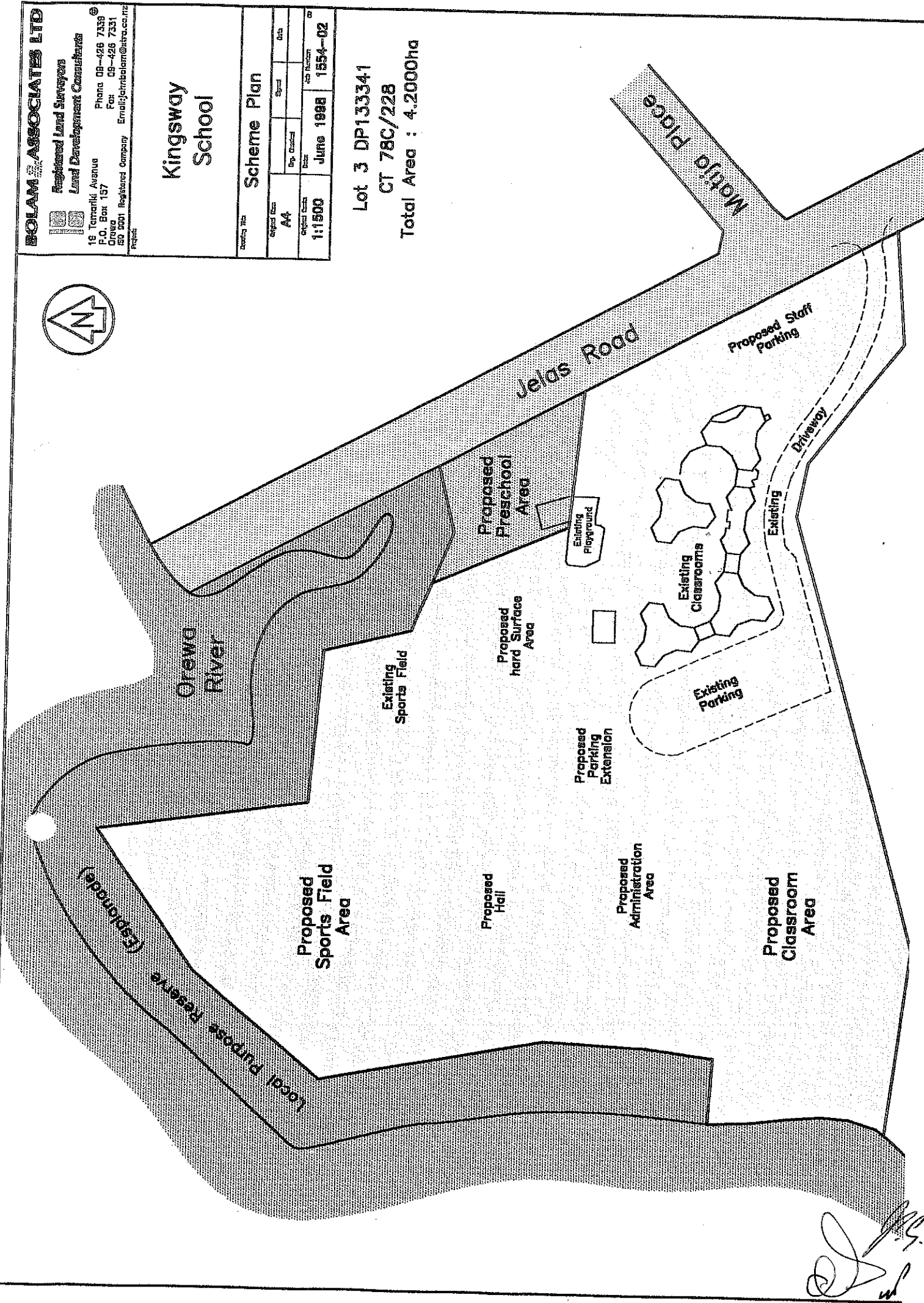
BOLAM ASSOCIATES LTD
 Registered Land Surveyors
 Land Development Consultants
 16 Tamaraiki Avenue
 P.O. Box 157
 Orewa
 SO 0001 Registered Company Email: j@bolam.co.nz
 Phone 09-426 7399
 Fax 09-426 7331

Kingsway School

Scheme Plan

original scale	AA	date	
original date	June 1998	job number	1554-02

Lot 3 DP133341
 CT 78C/228
 Total Area : 4.2000ha



[Handwritten signature]

FOURTH SCHEDULE

KingsWay School Special Character Statement

- 1 KingsWay School is a non-denominational Christian Composite School established in 1986 by The KingsWay Trust. The School was founded to work in partnership with Christian parents to fulfil their responsibility for the education of their children by providing a Christ centred learning environment based on Biblical truth and practice as recognised by adherents of the evangelical Christian faith.
- 2 These Biblical truths and practices which are summarised in the appended Statement of Faith recognise:
 - God's purposes as revealed in the Scriptures and in the risen Lord Jesus Christ;
 - that all truth finds its meaning and centre in God;
 - that God gives purpose and hope to individuals as well as to His creation by virtue of the redemptive work of Jesus Christ;
 - a mission perspective involving a radical, personal commitment to seeing the Kingdom of God extended;
 - prayer as a key tool in learning, inviting the Holy Spirit into every learning situation.
- 3 These Biblical beliefs encompass all aspects of the School and permeate the curriculum, including all of the New Zealand Curriculum statements which are presented within this Christian world view. It is expected that all members of the School community will demonstrate commitment to these Biblical beliefs and be role models of these.
- 4 The purpose of the School, in partnership with parents, is to develop the abilities and character of young people who:
 - will develop a Christlike character as taught in the Bible;
 - recognise that God calls His people to claim the whole of human life for Jesus Christ as they spread the good news of His saving grace;
 - have a Christian vision and are equipped to become godly leaders in the fields of their giftings and abilities;
 - will live virtuous lives and exemplify Biblical values in every area of life, personal, family and in the pursuit of social peace, just government, responsible citizenship, compassionate neighbourliness, wise parenting and a responsible attitude to creation.
 - will develop their academic abilities in balance with their other abilities and character.

STATEMENT OF FAITH

KingsWay School is non-denominational. Whilst teachers and school families represent many different Christian congregations, we hold to the following truths.

- (a) We believe in the Triune God, eternal in three persons, Father, Son and Holy Spirit, One God, the only living and true God, the creator of Heaven and Earth.
- (b) We believe in Jesus Christ, the only begotten Son of the Father; that he was conceived by the Holy Spirit, born of a virgin, crucified, died and was buried, was resurrected from the dead and ascended into Heaven; that He is presently at the right hand of God the Father as prophet, priest and king and will personally return to earth in power and glory to judge the living and the dead.
- (c) We believe that the Holy Scriptures of the Old and New Testaments as originally given are the inspired and infallible record of the revelation of God to man, and are the supreme authority in all matters of life and faith.
- (d) We believe in the sovereignty of God in creation, providence and redemption.
- (e) We believe God's acts of creation, and not evolution, are responsible for the origin of all things, and that creation according to the Biblical record is an historical event.
- (f) We believe in the Providence of God whereby He upholds the universe, governs the world, supplies the needs of His creatures and brings His will to pass.
- (g) We believe that man was created in the image and likeness of God to have dominion over the Earth and to do all things to the glory of God.
- (h) We believe in man's universal fall into sin through Adam's transgression and in his subsequent guilt, depravity, judgement and condemnation.
- (i) We believe in the free offer of salvation to all men and the necessity of faith in the Lord Jesus Christ to be saved.
- (j) We believe that to those who believe God imputes righteousness – not on account of their faith or good works but because of God's grace.
- (k) We believe in the necessity of the work of the Holy Spirit to apply the benefits of Christ's redemption to individual sinners, working in them at times regeneration, faith, repentance, sanctification, and glory to God.
- (l) We believe the Holy Spirit's indwelling of the believer begins at regeneration and enables the believer to continuously die unto and be forgiven for sin and to live unto righteousness.
- (m) We believe in one Holy, universal Church, the Body of Christ, to which all God's redeemed people belong and in which they are united through the Spirit.