

INTEGRATION DEED OF AGREEMENT

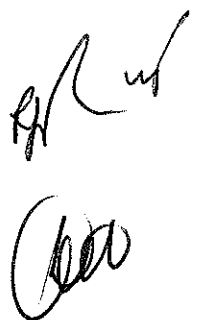
THIS DEED is made the 1st day of July 1998

BETWEEN **Westminster Christian School Incorporated** ("the Proprietor") an incorporated body under the provisions of the Incorporated Societies Act 1908

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

BACKGROUND

- A The Proprietor is the owner of Westminster Christian 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 founded in 1981 and has continued since then offering education with a Special Character. Initially the School served pre-school and primary children but from 1994 it has operated as a Year 1 to 13 composite school for girls and boys.



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 catering for girls and boys from Year 1 to 13.
- Board of Trustees** 2 The Board of Trustees (hereinafter called "the Board") shall be the controlling authority of the School and shall be constituted pursuant to Part IX of the Education Act 1989.
- Proprietor's Land & Premises** 3 The Proprietor is the owner of all the land described in the **First Schedule** hereto ("the Proprietor's land") 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, 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'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** 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

- External Use** to any 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 its consent. The Board may require any such person or persons to pay a reasonable fee to the Board as a condition of such 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, pursuant to Section 40 (2)(c) of the Act, 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 such improvements in the **Third Schedule** or such other dates as may be agreed from time to time between the Minister and the Proprietor. 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.
- Proprietor's Property** 11 (a) 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.
- (b) The proprietor acknowledges that the access driveway from Westminster Gardens to the School hatched in yellow on the plan attached to the **Second Schedule** is used in common and the costs of maintaining the access driveway shall be shared between the Proprietor and the Board as may be agreed in writing from time to time.

- Insurance** 12 The Proprietor shall insure the buildings forming part of the School premises and the Proprietor's chattels 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 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 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 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 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
Statement**

- 18 (a) Westminster Christian School is an inter-denominational school from Year 1 to Year 13 established in 1981 to serve the formal educational needs of families within the religious context of New Zealand's traditional Judeo/Christian heritage in the spirit of the following historic confessions of faith and universal creeds:

The Westminster Confession

The Belgic Confession, Heidelberg Catechism, Canons of Dort

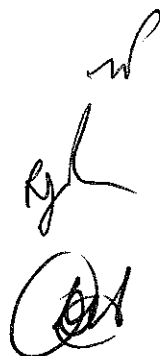
The Apostles, Nicene and Athanasian Creeds

- (b) The Special Character and mission of Westminster Christian School is defined, preserved and administered through the constitution of the Westminster Christian School Incorporated Society by its elected Executive Committee members (the Proprietors) and the proceedings of the Society.
- (c) The principal features of Westminster's Special Character and mission can be summarised as follows:
- (i) To assist families in helping their sons and daughters learn about the world and their places and tasks in it as God's responsible stewards and image bearers
 - (ii) To challenge pupils to celebrate the Lordship of Jesus Christ over all and every aspect of creation
 - (iii) To encourage in the pupils an integrity of purpose resulting from a growing wonder of knowing God as Creator and Redeemer together with the development of their understanding of how He has conditioned every fact in the universe
 - (iv) To develop within the pupils an exciting sense of destiny, citizenship and purpose with hope, both for time and eternity according to the Bible.

- Proprietor's Rights** 19 The Proprietor shall, subject to the provisions of this Agreement:
- (a) continue to have the responsibility to supervise the maintenance and preservation of education with a Special Character provided by the School;
 - (b) 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;
 - (c) 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 133 pupils in Year 1 to Year 13 at the 28th day of January 1998. . It is agreed, subject to any amendments as provided for by Supplementary Agreements (Section 7(9)) that the maximum roll of the School shall be 170.
- Enrolment Preferences** 21 (a) A preference of enrolment at the School under Section 29(1) of the Act shall be given to those pupils with parents or guardians who have established a particular connection with the Special Character of the School through attendance at a Christian Church which accepts the spirit expressed in the universal creeds and historic confessions of faith or a general connection through the parent's formal acceptance of the statement of Special Character.
- (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 10% of the maximum 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.
- 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. The Principal so appointed shall accept and recognise a responsibility to maintain and preserve the Special Character of the School.
- Staffing Positions** 24 For the purposes of Section 65(1)(c) the position of all permanent teachers other than the Principal 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. Such advertisements shall also state that a willingness and ability to uphold the Special Character shall be a condition of appointment.
- 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.
- Attendance Dues** 26 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** 27 Unless expressly provided for in this Agreement words and expressions shall have the meaning given those words and expressions in the Act.
- Dated** 28 The effective date of this Deed of Agreement shall be the first day of July 1998.
- 29 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 of the page. There are three distinct marks: a stylized signature at the top, a signature in the middle, and a circled signature at the bottom.

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



THE COMMON SEAL OF WESTMINSTER)
CHRISTIAN SCHOOL INCORPORATED)
was hereunto affixed in the presence of:)

[Signature] Executive Committee Member

[Signature] EXECUTIVE
COMMITTEE
MEMBER

SIGNED by

Kathy Phillips)
Senior Manager)
National Operations)
Ministry of Education)

[Signature]
Kathy Phillips

pursuant to authority delegated by the)
Minister of Education acting on behalf of)

HER MAJESTY THE QUEEN in the presence of:

[Signature]
adviser
Wellington

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 Westminster Christian School Incorporated, more or less situate in Westminster Gardens, Glenfield, Auckland, being known as Westminster Christian School 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 3.4384 hectares more or less being Lot 424 Deposited Plan 160128 and Part Lot 500 Deposited Plan 144878 and being part North West Middle Part of Allotment 204 Parish of Takapuna and being all the land in Certificate of Title Volume 96B/246 (North Auckland Registry).

A handwritten signature in black ink, appearing to be 'W. C. S.', is written vertically on the right side of the page.

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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1.7.98 1.7.99 1.7.2000 1.7.2001 1.7.2002 1.7.2003 1.7.6.2004

General						
Ensure adequate access for disabled to Block	x					
Electrical						
Provide lock to distribution cabinet doors	x					
Block B						
Exterior						
Complete ramp to Block	x					
Treat minor rust on roof to avoid damage to surface coating			x			
Check North West and South East corners for leaks and remedy as required			x			
Paint balustrades			x			
Structural						
Check that foundations and subfloor bracing complies with NZS 3604:1990 and remedy if required			x			
Interior						
Provide separate light switch to Area 11			x			
Provide ventilation in Area 3	x					
Provide ventilation in Area 13	x					
Provide ventilation in Area 14	x					
Electrical						
Securely clip electrical cables onto underfloor	x					
Provide lock to switchboard cabinet	x					
Provide distribution board schedule chart inside distribution door	x					
Fire Protection						
Provide manual fire alarms and bells	x					
General						
Provide additional ventilation to all areas						x

1.7.98 1.7.99 1.7.2000 1.7.2001 1.7.2002 1.7.2003 1.7.6.2004

Block C

Exterior

Provide baseboards as required

Paint Block

Clean out gutters, check fall and remedy if required

x
x
x