

# INTEGRATION DEED OF AGREEMENT

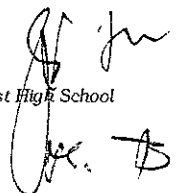
**THIS DEED** is made the 28<sup>th</sup> day of January 1993

**BETWEEN** **The New Zealand Seventh-day Adventist Schools Association Limited** ("the Proprietor") a charitable entity incorporated under the Companies Act 1955

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

## BACKGROUND

- A The Proprietor is the owner of the Auckland Seventh-day Adventist High School ("the School") a member of the system of schools operated by the Seventh-day Adventist Church.
- 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 and was established in 1970 and has operated as a Form 3 to Form 7 secondary school offering 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 Form 3 to Form 7 Secondary School pursuant to the Act.
- Proprietor's Land & Premises**
- 2            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**
- 3            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**
- 4            The Proprietor agrees to set apart and appropriate as owner, all of the School premises identified on the plan attached as 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 controlling authority of the Integrated School (the Board of Trustees, hereinafter called "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**
- 5            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 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.

**School Premises****External Use**

- 6 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 the use of such facility which fee shall be payable to the Proprietor.

**Proprietor's Debt**

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

**Upgrading****Buildings**

- 8 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 such improvements in the **Schedule**. The Proprietor shall upon completion of any improvements to electrical services described in the **Third Schedule** arrange for the local electrical supply authority to inspect the School premises in terms of Regulation 45 of the Electrical Supply Regulations 1976 or such other regulation as shall be in force in substitution for the time.
- 9 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**

- 10 The Proprietor may own, control and maintain any lands, buildings, chattles 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** 11 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 on it created by Section 40(2)(h) of the Act.
- Future Maintenance** 12 Subject to Clauses 8 and 9 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** 13 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**
- 14 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.
- 15 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**
- 16 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** 17 (a) The Auckland Seventh-day Adventist High School is a Seventh-day Adventist school established by the local community of the Seventh-day Adventist Church to serve the educational needs of its children and the mission of the Church. This mission includes the provision of educational opportunity to all who share its objectives. The school is a member of the system of schools operated by the Conferences of the Seventh-day Adventist Church in New Zealand.
- (b) The Special Character of the School is determined by the faith system made up of the Christian beliefs, values and lifestyle of the Seventh-day Adventist Church as determined from time to time by the General Conference of the Seventh-day Adventist Church through The New Zealand Seventh-day Adventist Schools Association Limited.
- (c) The purpose of the School is to support the home and the Church in the transmission of its faith system to the children and youth. The function of the School is to facilitate the development of a mature and understanding commitment to the beliefs and practices of the Church so that students will become responsible and caring Christians in the community. The achievement of these goals is through a comprehensive and unified programme involving every aspect of the curriculum and predicated upon the Church's:
- perception of God as Creator and sustainer of the Universe;
  - acceptance of Christ as our only means of salvation;
  - belief that the Holy Spirit draws men, women and children to a knowledge of God;
  - understanding that all truth finds its centre and unity in God;
  - reliance on scripture as the revealed Word of God;
  - commitment to a holistic development of the child - physical, intellectual, spiritual, emotional and social.

**Proprietor's Rights  
& Responsibilities**

- 18 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.

**Board of  
Trustees**

- 19 The Board of Trustees shall be the controlling authority of the School and shall be constituted pursuant to the Education Act 1989.

**School Roll**

- 20 The School had a roll of 113 pupils in Form 3 to Form 7 at the first day of July 1992 being the year in which the roll figures were last compiled. It is agreed, subject to any amendments as provided for by Supplementary Agreements, that the maximum roll of the School shall be 160.

**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 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 a particular or general connection with the Special Character of the School to the satisfaction of the Board.

- (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 the 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 School shall be a condition of appointment. Such an advertisement may also state that a willingness and ability to uphold the Special Character shall be a condition of the appointment.

**Director of  
Religious Studies**

- 24 There may be position at the School to be designated Director of Religious Studies in accordance with Section 65(1)(b) of the Act which position shall be part of the normal staffing entitlement of the School as established by the Minister of Education. Any advertisement made for that position shall state that a willingness and ability to take part in Christian studies appropriate to the Special Character of the School be a condition of the appointment. Any person so appointed shall accept these requirements as a condition of appointment. The Director of Religious Studies shall give guidance and provide leadership in Christian studies and observances throughout the School.

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25 The Board may appoint to the position of Director of Religious Studies at the School a person who shall undertake such teaching duties, if any, as may be required from time to time by the Principal of the School.

**Chaplain**

26 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 a Chaplain or otherwise for duties relating to the instruction and the provisions of Section 69(2) and (3) of the Act shall apply.

**Staffing**

**Designated**

**Positions**

27 (a) The Proprietor in accordance with Section 65 (1)(c) has designated the following teaching positions at the School as positions of importance carrying a responsibility for religious instruction:

- i Deputy Principal
- ii Senior Mistress
- iii HOD Science
- iv HOD Social Studies
- v HOD English
- vi HOD Accounting and Economics

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 an advertisement may also state that a willingness and ability to uphold the Special Character shall be a condition of the appointment.

(b) The Proprietor may designate up to 3 teaching positions at the School which in accordance with Section 66 (1) of the Act shall be special positions which require an appointee to accept and recognise a responsibility to maintain and preserve the Special Character of the School. Advertisements for these positions shall require an appointee to possess these capabilities as a condition of appointment.



**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.

**Staffing**

**Limits** 28 When teachers' salaries are funded via a payrolled school through the central allocation of teacher entitlements, and at the date of integration the school has more teachers than the staffing entitlement in a comparable state school, a teaching position shall be dis-established when a teacher leaves that position, unless an exception has been made under Section 91 of the Education Act, 1989.

**Attendance**

**Dues** 29 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 persons shall pay attendance dues pursuant to the provisions of Section 36 of the Act.

**Dated**

30 The effective date of this Deed of Agreement shall be the first day of February 1993.

31 On and after the effective date specified in this Deed of Agreement the School shall be an integrated 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 NEW ZEALAND SEVENTH-DAY )  
ADVENTIST SCHOOLS ASSOCIATION LTD. )  
was hereunto affixed in the )  
presence of: )



\_\_\_\_\_  
**SIGNED** by )  
Eric Pedersen, Senior Manager )  
National Operations )  
Ministry of Education )  
pursuant to authority delegated by the )  
Minister of Education acting on behalf of )

*[Handwritten signature]*  
Director.  
R. W. Townsend.  
Director.

**HER MAJESTY THE QUEEN** in the presence of:

*Judith Manchester*  
*Liaison Officer*  
*53 Creswick Terrace*  
*Wellington 5*

*[Handwritten signature: Eric Pedersen]*

## 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 New Zealand Seventh-day Adventist Schools Association Limited incorporated more or less situate in Mountain Road, Mangere, 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 6811 square metres more or less situated in the City of Auckland being Lot 28 on Deposited Plan 9465 part Allotment 39 Suburbs of Mangere and being all the land in Certificate of Title Volume 281/222 (Auckland Registry)

### SUBJECT TO

Restrictions imposed by Part XIII of The Land Act 1908  
Transfer 107544 Fencing Covenant

All that parcel of land containing 2.4716 hectares more or less situated in the City of Auckland being Lots 1, 26, and 27 on Deposited Plan 9465 part Allotments 38, 39 and 41 Suburbs of Mangere and being all the land in Certificate of Title Volume 265/143 (Auckland Registry)

### SUBJECT TO

Restrictions imposed by Part XIII of The Land Act 1908



*John E. Townsend*  
Director

## 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.



*[Handwritten signature]*  
Director.  
R. W. Townsend.  
Director.  
*[Handwritten initials]*

THIRD SCHEDULE

AUCKLAND SEVENTH-DAY ADVENTIST HIGH 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.

SITE	AGREED PHASING OF WORK TO BE COMPLETED BY:							
	1. 2.93	1. 2.94	1. 2.95	1. 2.96	1. 2.97	1. 2.98	1. 2.99	1. 2.2000
Repair fencing on northern and eastern boundaries	x							
Repair cricket nets	x							
Fill holes in areas around "long jump" and "climbing frames"			x					
Reinstate retaining wall at rear of Block E							x	
Investigate and remedy drainage problems in playing fields								x
Clear rubbish from southern boundary								
Replace incinerator with approved type	x			x				
Chemically clean all concrete and paths			x					
Spray tennis and netball courts and remove weeds and grass						x		
Reseal courts and ensure correct drainage								x

**BLOCK A**

**Fire Protection:**

Install a "fail safe" fire alarm system with sounders audible from all parts of the building and additional call points as required

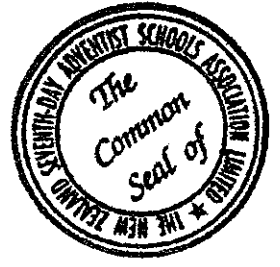
Ease sticking fire egress doors

**Electrical:**

Tidy and conceal all surface wiring in Area 1  
Upgrade lighting in Area 1  
Install a new power point in Area 7

**General:**

Repair carpet in Area 2 where lifting  
Replace holdback hooks to doors in Area 5  
Replace broken Georgian Wire glass in Area 5  
Replace carpet in Area 5 with more suitable covering



*R. W. Toward*  
Director

1. 2. 93    1. 2. 94    1. 2. 95    1. 2. 96    1. 2. 97    1. 2. 98    1. 2. 99    1. 2. 2000

Replace holdback hooks to doors in Area 11  
 Install close weave mesh over vents to prevent entry of birds  
 to Areas 5 & 11  
 Replace carpet in Block

**BLOCK B**

**Structural:**

Replace edge/cap flashing facing quadrangle

**Fire Protection:**

Install a "fail safe" fire alarm system with sounders audible  
 from all parts of the building and additional call points  
 as required

Ease sticking fire egress doors

**Electrical:**

Install a new power point in Area 6

Upgrade lighting in Area 7

**General:**

Replace carpet in Area 1

Paint Area 2

Repair water damage in Area 3

Repair water damage in Area 4

Paint Area 5

Replace carpet in Area 7

**Exterior:**

Mount lead from Area 4 to Television Aerial correctly

Repaint entire Block A/B

**BLOCK C**

**Structural:**

Check penetration seals or flashings near Block E and  
 replace where necessary

**Fire Protection:**

Extend fire alarm system to this Block by the provision  
 of sounders and call points as required

1. 2. 2000  
1. 2. 99  
1. 2. 98  
1. 2. 97  
1. 2. 96  
1. 2. 95  
1. 2. 94  
1. 2. 93

Ease sticking fire egress doors

**Electrical:**

Replace lights in Area 1 with surface mounted bulkhead luminaires  
Upgrade lighting in Areas 3, 4, 5, & 6  
Upgrade power sockets in Areas 5 & 6  
Carry out maintenance on all heaters  
Connect heating to time switch control

**General:**

Replace missing floor vents in Area 1  
Cover floor in Area 1 with suitable material  
Replace broken window in Area 2  
Cover floor in Area 2 with suitable material  
Restretch carpet in Area 3  
Rehang curtains in Area 3  
Repaint Area 3  
Replace missing vents in Area 4  
Repair hole in floor in Area 4 under heater  
Replace Pinex Board in Area 4 with Hessian Board  
Replace missing floor vents in Area 5  
Restretch carpet in Area 5  
Replace missing floor vents in Area 6  
Restretch carpet in Area 6  
Fix broken panel under window in Area 6

**Exterior:**

Tidy loose wiring and remove any unused wires  
Replace missing light fitting outside Area 6  
Investigate and repair leaks in downpipes outside Areas 1, 5, & 6  
Repaint ceiling of covered way

**BLOCK D**

**Structural:**

Check penetration seals or flashings and replace where necessary

X  
X  
X

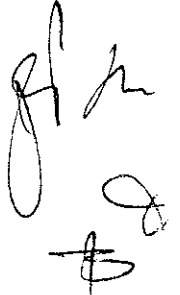
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X



1.2.93 1.2.94 1.2.95 1.2.96 1.2.97 1.2.98 1.2.99 1.2.2000

**Fire Protection:**

- Extend fire alarm system to this Block by the provision of sounders and call points as required x
- Install 2kg multi purpose dry powder fire extinguisher by main doors of Areas 4 and 7 x
- Coat acoustic tiles in Areas 4 & 7 with intumescent paint x
- Ease sticking fire egress doors x

**Electrical:**

- Remove unused wiring from Area 1 x
- Replace lights in Area 2 with surface mounted bulkhead luminaires x x
- Upgrade lighting in Areas 3, 4, 6 and 7 x
- Carry out maintenance on all heaters x
- Connect heating to time switch control x

**Gas:**

- Provide ventilation to gas storage compartment x
- Seal gas storage compartment where attached to main building x
- Secure gas storage compartment against unauthorised entry x
- Replace gas supply bottle x
- Provide anchors to prevent bottle from movement x
- Permanently fix pressure reducing regulator and ensure that connection from bottle to regulator is purpose made x
- Install excess flow valve on outlet x
- Test all copper pipework for leaks and remedy if necessary x
- Install manually operated master isolating valve where supply enters Area 7 x
- Replace control cocks fitted to benches in Area 7 x
- Update Bunsen Burners and replace hard clear plastic tubing with flexible purpose made rubber tube for laboratory use x
- Upon completion of work install compliance plate in prominent position adjacent to storage bottle and register installation x

**General:**

- Cover floor in Area 1 with suitable material x
- Paint ceiling in Area 1 x
- Cover floor in Area 2 with suitable material x



	1.2.93	1.2.94	1.2.95	1.2.96	1.2.97	1.2.98	1.2.99	1.2.2000
Paint ceiling in Area 2								
Clean vinyl in Area 3 and repair as necessary			X					
Replace floor covering in Area 4 with vinyl					X			
Rehang curtains in Area 7					X			
Repair ceiling in Area 7								
<b>BLOCK E</b>								
<b>Structural:</b>								
Replace roof area adjoining Blocks D and F and rusty portions on eastern side together with apron flashing								
		X						
<b>Fire Protection:</b>								
Extend fire alarm system to this Block by the provision of sounders and call points as required	X							
Relocate multi purpose dry powder extinguisher to main entrance to Area 4	X							
Relocate multi purpose dry powder extinguisher to central part of Area 5	X							
Ease sticking fire egress doors	X							
<b>Electrical:</b>								
Upgrade lighting in Area 4								X
Upgrade and install additional power sockets in Area 4								X
Upgrade lighting in Area 5								X
Upgrade and install additional power sockets in Area 5								X
Install safety cut-off system to all machinery in Area 5								X
Carry out maintenance on all heaters					X			
Connect heating to time switch control					X			
<b>General:</b>								
Repaint blockwork in Area 1								X
Rehang curtains in Area 1								X
Restick lifting carpet tiles and replace missing ones in Area 4								X
Make good doorway from Area 4 to Area 7					X			
Make good wall section of Area 4 where blocked off from Area 5					X			
Paint safety lines around all machinery in Area 4								X
Upgrade heating in Area 4								X

1.2.93 1.2.94 1.2.95 1.2.96 1.2.97 1.2.98 1.2.99 1.2.2000

Paint safety lines around all machinery in Area 5  
 Upgrade heating in Area 5  
 Provide suitable dust extraction system in Area 5

x  
 x

**BLOCK F**

**Structural:**

Groove large crack in deck top and bottom and fill with expansive epoxy filler  
 Clean deck and approach ramp and cover with 20mm thick plant mix or hot mix asphalt  
 Apply a suitable long term membrane type roof such as "Butyl" or "Epiclad" or build a timber framed roof over existing roof

x  
 x  
 x

**Fire Protection:**

Extend fire alarm system to this Block by the provision of sounders and call points as required  
 Replace Pinex wall boards in Areas 1 and 2 with Hessian Board  
 Ease sticking fire egress doors

x  
 x

**General:**

Rehang curtains in Area 1  
 Restretch carpet in Area 1  
 Paint doorways and doors in Area 1  
 Restretch carpet in Area 2  
 Replace curtains in Area 4  
 Replace carpet in Area 4  
 Replace carpet in Area 5  
 Rehang curtains in Area 6  
 Remove birds nests from stairwells  
 Tidy wiring in stairwells

x  
 x  
 x  
 x  
 x  
 x  
 x  
 x  
 x

**GENERAL**

**Fire Protection:**

Install four 2.5kg multi purpose dry powder extinguishers next to the fire hose reels in the quadrangle  
 Surface all walls and ceilings to comply with the Fire and Design of Education Buildings

x

x

1.2.93      1.2.94      1.2.95      1.2.96      1.2.97      1.2.98      1.2.99      1.2.2000

**Safety Items:**

Investigate for presence of asbestos and manage as required  
 Obtain Occupational Health and Safety Report and manage  
 as required

x

x

**Roofing:**

Chemically clean all roof areas which are dirty and spot paint  
 or seal where necessary

x

**BUILDING REQUIREMENTS:**

**Provide by remodelling:**

- Music Room of 70 sq m
- Music Resource of 23 sq m
- Music Practice of 18.5 sq m
- Maths Workroom of 21 sq m
- Art & Craft Store of 21 sq m
- Art & Craft Project Store of 19 sq m
- Homecraft Store of 9.5 sq m
- Woodwork Project Store of 19 sq m

x  
x  
x  
x  
x  
x  
x  
x

**Provide by reconstruction:**

- Dangerous Goods Store of 9 sq m
- General Purpose Hall of 335 sq m

x  
x