

## INTEGRATION DEED OF AGREEMENT

**THIS DEED** is made the 7<sup>th</sup> day of October 1994

**BETWEEN** **The Hutt Independent Boys' School Incorporated** ("the Proprietor") a society incorporated under 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 the Hutt International Boys' 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 1991 as a Forms 1 to 7 secondary school for boys offering education with a Special Character. The School opened with Forms 1 to 3 since when it has progressively added Forms 4 to 6 with Form 7 to be added in 1995.

*Handwritten initials and signatures:*  
C.D. [Signature] M.B.

**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 boys from Forms 1 to 7.

**Board of Trustees**

2 The Board of Trustees shall be the controlling authority of the School and shall be constituted pursuant to 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 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**

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.

Handwritten signature and initials, possibly 'John' and 'M', with a circled '11' to the left.

## School Premises

### External Use

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

### Lease or Hire of Facilities

8 Until such time as specialist facilities are built according to the **Third Schedule**, the Proprietor agrees to lease or hire facilities which are not presently provided for on the School site, namely, senior laboratories, woodwork and metalwork rooms and a gymnasium/hall.

### Proprietor's Debt

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

### Provision of Facilities

10 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 **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.

11 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.

CTJ  
 Jan 07/16  
 JB

**Proprietor's  
Property**

12 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**

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 on it created by Section 40(2)(h) of the Act .

**Future  
Maintenance**

14 Subject to Clauses 10 and 11 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**

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 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**

16 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.

Handwritten signature and initials, possibly 'CJ' and 'M/B', with a large '0' and 'B' symbol.

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 (a) The Hutt International Boys' School is a composite Form 1 to 7 boys school established by the Hutt Independent Boys' School Incorporated Society as Proprietors. The School offers parents, primarily from the Hutt Valley and northern environs of the Wellington region, a choice of education with a Special Character for boys, as already provided for girls.

(b) The Special Character of the School has been determined by the Proprietors as one in which the School offers single sex education for pre adolescent and adolescent boys in a multi- denominational, Christian, Form 1 to 7 environment, with broad based creative, business and academic programmes; subject to the School's Charter requirements and the National Education Guidelines.

(c) The Special Character of the School is determined by the philosophical and religious beliefs and values held by the Proprietors and interpreted by them from time to time through policy statements in accordance with the rules of their constitution.

Handwritten signature and initials, including 'CJ', 'M', and 'NB'.

(d) The School, although electing to be multi-denominational, has a code of conduct which is based on strong Christian principles and maintains an affiliation with the Anglican Church and Anglican traditions through an active programme of interdenominational spiritual education based on Christian doctrine. This code aims to ensure that the rights of all others both within the School and with the community at large are respected and protected. The concepts of humility, understanding and tolerance to others will be instilled within the School. The essential beliefs and values comprising the Special Character are:

- i the inculcation of a strong moral code based upon Christian ethics,
- ii the teaching of religious studies which will support boys in building their own multi-denominational religious and spiritual beliefs,
- iii holding of services under the guidance of a Minister of Religion or Priest at appropriate times throughout the year,
- iv educating adolescent boys in a continuous and interactive Form 1 to 7 boys' school of religious character,
- v a belief in inculcating an international perspective of the Pacific rim countries and a sound foundation in business studies and its associated technology,
- vi a requirement that parents will actively participate with the School in supporting and enhancing the total education of their son(s) within a school of Special Character.

**Proprietor's Rights  
& Responsibilities**

20 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;

*CH*  
*Ym*  
*07/16*  
*3*

(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**

21 The School had a roll of 208 pupils in Form 1 to Form 6 at the first day of March 1994. Subject to clause 22 it is agreed that the maximum roll of the School shall be 225 at the date of integration and thereafter the maximum roll shall be as set out in the **Third Schedule**.

22 The Ministry may on an annual basis confirm that the building requirements set out in the **Third Schedule** will be met by the Proprietor before confirming the maximum roll for the subsequent year.

### **Enrolment**

#### **Preferences**

23 (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 Special Character of the School. 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.

Handwritten signature and initials, including 'CM', '07', and '1/6'.

**Access to  
School**

24 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**

25 An advertisement for the position of the Principal of the School shall state that the Principal appointed to the School shall accept and recognise a responsibility to maintain and preserve the Special Character.

**Chaplain**

26 Religious 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 or persons 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  
Tagged  
Positions**

27 The Proprietor in accordance with Section 66 (1) may designate up to two senior teaching positions at the School as positions of importance requiring the appointees to assist in the planning, organisation and responsibility of courses and programmes at the School to ensure that they reflect the Special Character of the School.

Advertisements for these positions shall state that a willingness and ability to uphold the Special Character shall be a condition of the appointment.

Handwritten signature and initials, possibly including the letters 'M', 'J', and 'B'.

## **Staffing**

### **Restrictions**

28 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 and Costs**

29 (a) If at the effective date of integration the School has more teachers than the staffing entitlement in a comparable Form 1 to 7 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.

(b) If, after the effective date of integration, the School has more teachers than the staffing entitlement of a comparable <sup>6-7</sup> (Form 3 to 7 school with an attached intermediate), then, pursuant to Section 91 F (b) of the 1989 Education Act, the Minister consents to the Board paying the additional salary costs up to the level of a comparable Form 1 to 7 State school.

(c) The Proprietor agrees to pay to the Board the additional costs of staffing the School as a Form 1 to 7 school, this amount being the difference between staffing the School as a Form 3 to 7 school with an attached intermediate and staffing the School as a Form 1 to 7 school.

## **Attendance**

### **Dues**

30 The Proprietor 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.

CH  
2/11/07  
RB

**Definitions**

31 Unless expressly provided for in the Act, nothing in this Agreement shall be deemed to limit or restrict the powers imposed on the Proprietors under the Act.

**Dated**

32 The effective date of this Deed of Agreement shall be the 10<sup>th</sup> of  
October 1994.

33 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.

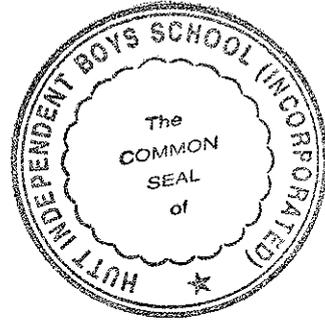
(11) MA  
10/10/94

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

**THE COMMON SEAL OF THE HUTT INDEPENDENT BOYS' SCHOOL INCORPORATED**

was hereunto affixed in the presence of:

*[Handwritten signature]*  
*[Handwritten signature]* )  
CHAIRMAN



**SIGNED by**

~~Kathy Phillips~~ LYALL PERRIS )  
Senior Manager ACTING CHIEF )  
National Operations EXECUTIVE )  
Ministry of Education OFFICER )  
pursuant to authority delegated by the )  
Minister of Education acting on behalf of )

*[Handwritten signature: Lyall Perris]*

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

*[Handwritten signature: Charlotte Hughes Johnson]*  
Adviser  
36 Hanover St  
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 the Hutt Independent Boys' School, more or less situate in Granville Street, Trentham, Upper Hutt, being known as the Hutt International Boys 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 2.7604 hectares more or less situate in the City of Upper Hutt being Lot 1 on Deposited Plan 78452 and being all the land in Certificate of Title Volume 45A/412 (Wellington Registry)

### TOGETHER WITH

- 1 Right of way over part Section 618 Hutt District created by Transfer 370125
- 2 Water rights over part Lot 1 created by Transfer 605804

### SUBJECT TO

Rights of way in Easement Certificate

(11) 

## 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 etc.

(11) 

**HUTT INTERNATIONAL BOYS' SCHOOL**

**THIRD SCHEDULE**

**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.

**AGREED PHASING OF WORK TO BE COMPLETED BY:**

<b>SITE</b>							
Provide the following hard court areas:							
Two Basketball courts							
One Volleyball court							
Provide the following grassed areas:							
One Hockey field							

	1. 2.95	1. 2.96	1. 2.97	1. 2.98	1. 2.99	1. 2.2000	1. 2.2001

**BLOCK E**

**Fire Protection**

Provide smoke stopping at both levels near Administration and Staffroom							
Ensure gaps to smokestop doors do not exceed 3mm							

**BUILDING REQUIREMENTS**

Provide by remodelling or new construction the following:

<b>By 1 February 1995 for a roll of up to 300</b>							
Additional Audio Visual space of 19 sq m							
Additional Art & Craft space of 12 sq m							
Music Room of 67 sq m							
Two Music Practice rooms of 7.5 sq m each							

<b>By 1 February 1996 for a roll of up to 350</b>							
One teaching space of 55 sq m							
Library of 149 sq m							
Library Workroom of 19 sq m							
Bookroom of 19 sq m							

*Handwritten notes:*  
 \$70  
 2/2/95  
 2/2/95  
 2/2/95

