

INTEGRATION DEED OF AGREEMENT

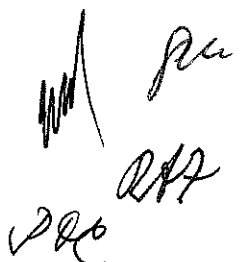
THIS DEED is made the 22nd day of December 1998.

BETWEEN **IONA COLLEGE** acting by and through the General Assembly of the Presbyterian Church of New Zealand, as defined by the Presbyterian Church Property Act 1885 and the Presbyterian Church of New Zealand Act 1901 and through the appointed Trustees for the Presbyterian Church of Aotearoa New Zealand under a certain Deed of Trust dated the 5th day of November 1913, namely **Robert Ayton Foster** of Napier, Minister of Religion, **Alfred Isaac Dixon** of Havelock North, Chartered Accountant and **Pauline Ovena Campbell** of Hastings, Farmer and their successors from time to time including any board incorporated by them pursuant to the Charitable Trusts Act 1957 ("the Proprietors")

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

BACKGROUND

- A The Proprietors are the owner of Iona College ("the School").
- B The Minister and the Proprietors have agreed to the integration of the School pursuant to Section 7 (2) of the Private Schools Conditional Integration Act 1975 ("the Act").
- C Iona College was opened in 1914 as an interdenominational school for girls on land gifted to the Presbyterian Church of New Zealand by Mr. Hugh Campbell in 1911. With the addition of the requisite science room, Iona College gained registration as a private school in 1922.



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

- Agreement** 1 The Minister and the Proprietors agree that the School is to become an Integrated secondary school pursuant to the Act catering for girls from Year 7 to 13.
- Board of Trustees** 2 The Board of Trustees shall be the controlling authority of the School and shall be constituted pursuant to Part 1X of the Education Act 1989 (“the Board”).
- Proprietors’ Land & Premises** 3 The Proprietors are the owner of all the land described in the **First Schedule** hereto and the improvements thereon (“the Proprietors’ land”).
- Integrated School Premises** 4 The Integrated School premises for the purposes of the Deed of Agreement are the land and improvements more particularly described in the **Second Schedule** (“the School premises”).
- Use of School Premises** 5 The Proprietors agree 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 as controlling authority of Iona College 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 Proprietors’ Use** 6 At the request of the Proprietors, the Board may grant the use of the School premises and all the chattels and other assets associated therewith to the Proprietors or other persons 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 Proprietors 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 Proprietors, the Board may grant the use of the School premises and all the chattels and other assets associated therewith to any other persons or persons at any time when the School premises and chattels are not



required for school purposes and the Proprietors shall not unreasonably or arbitrarily withhold their consent. The Board may require any such person or persons to pay a reasonable fee to the Board as a condition of such use.

- Proprietors' Debt** 8 The Proprietors shall be responsible for all mortgages, liens and other charges upon the School premises.
- Upgrading of Premises** 9 (a) The Proprietors, pursuant to Section 40 (2)(c) of the Act shall plan, pay for, and execute the improvements to buildings and associated facilities described in the **Third Schedule** as forming part of the School premises, so as to bring the School premises up to the minimum standard required for comparable State Schools prevailing at the effective date of this Deed of Agreement.
- (b) 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 Proprietors.
- 10 The Proprietors 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' Property** 11 (a) The Proprietors may own, control and maintain any lands, buildings, chattels and assets that, although not part of the integrated School premises, are regarded by the Proprietors as appropriate to maintain the Special Character of the School.
- (b) As long as the Proprietors and School share a common meter for electricity, both shall contribute to the costs according to their respective use. Similarly, costs for shared services including stormwater, sewer, water and heating will be apportioned according to use.
- Insurance** 12 The Proprietors shall insure the buildings forming part of the School premises and the Proprietors' chattels owned or held upon trust for the purposes of the School and other assets owned by the Proprietors for the purpose of the School against risks normally insured against in some responsible insurance office in New

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M. J. C.
D. J.
V. P. C.

Zealand, and further acknowledges the obligation on it created by Section 40 (2) (h) of the Act.

- Future Maintenance** 13 Subject to Clause 9 and 10 and any requirement placed on the Proprietors 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 School premises as though the School was a State School.
- Proprietors' Borrowings** 14 The Proprietors, 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 & 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 a 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) 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.



- (b) The Trustees, who represent the Proprietors, are appointed by the General Assembly of the Presbyterian Church of Aotearoa New Zealand.

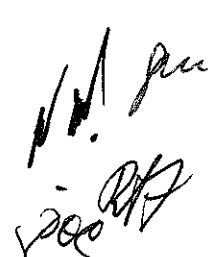
**Special
Character
Statement**

- 18 Iona College, a Year 7 to Year 13 school for girls, was established in 1913 by the Presbyterian Church of New Zealand to provide boarding facilities for girls from rural communities. While it is interdenominational, the School provides education with a special character based on a sound and liberal education with the Protestant interpretation of the Christian faith as its base from buildings of a special and distinctive architectural character. As a day and boarding school, integral to the special character is the unity of the day and boarding components achieved by offering a programme of religious, cultural and recreational pursuits in which all pupils are expected fully to participate. The special character that arises from this contributes unique qualities to the learning environment of the School such as:
- a strong moral code based on Christian standards and values is upheld;
 - all students, day and boarding, and their families, participate in extra-curricular activities both within and outside school hours;
 - students participate in all aspects of the School's community life, including chapel, dining hall, sport and culture, whereby the Christian values expressed in the school's motto of "Love, Joy and Peace" instil the qualities of humility, understanding and tolerance.
 - Students participate in the Religious Studies programme and the worshipping life of the School


The Special Character is defined, preserved and administered through the Iona College Trust Deed by the appointed Trustees representing the Proprietors.

**Proprietors'
Rights**

- 19 The Proprietors 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 Proprietors so determine if in the opinion of the Proprietors the Special Character of the School has been or is likely to be jeopardized or the education with such Special Character so provided is no longer preserved and safeguarded.

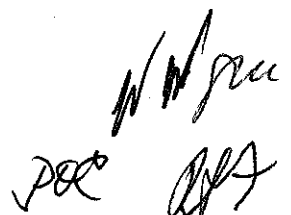


- School Roll** 20 The School had a roll of 179 pupils in Year 7 to Year 13 in October 1998. It is agreed, as provided for in Section 7 (6) (g) of the Act, that the maximum roll of the School shall be 250 of which up to 100 may be day pupils.
- Enrolment Preferences** 21 (a) A preference of enrolment at Iona College under Section 29 (1) of the Act shall be given to students whose parents or caregivers have established a particular or general connection with Special Character of Iona College through membership of, or affiliation with, the Presbyterian Church or a general connection with the Special Character of Iona College through belonging to other Christian Churches having a similar biblical basis of faith and doctrine. The Board shall not give preference of enrolment to the parents of any student unless the Proprietors concur that those parents have established a particular general connection with the Special Character of Iona College to the satisfaction of the Board.
- (b) In accordance with Section 7 (6) (h) of the Act, unless the Proprietors and the Minister otherwise agree and subject to places being available the number of students whose parents do not have preference of enrolment at Iona College 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 Proprietors together with its servants, agents and licensees shall subject to the provision 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 In accordance with Section 65 (1) (a) of the Act, an advertisement for the position of Principal of the School shall 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 recognize a responsibility to maintain and preserve the Special Character of the School.
- Chaplain** 24 Religious Instruction forms part of the education with a Special Character provided by the School and therefore the Proprietors, at their expense, may employ any

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

- Staffing Tagged Positions** 25 The Board, in accordance with Section 65 (1) (c), may designate up to two teaching positions at the School as positions of importance carrying 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 an advertisement may also state that a willingness and ability to uphold the Special Character shall be a condition of the appointment.
- Staffing Limits** 26 (a) The staffing entitlement for 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 Proprietors may enter into agreements with either the parents or other persons accepting responsibility for the education of students at the School providing that, as a condition of the enrolment and attendance of each student 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.
- Date** 29 The effective date of this Deed of Agreement shall be the 28th day of January 1999.

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30 On and after the effective date specified in this Deed of Agreement the school shall be an Integrated Secondary School in terms of the Private Schools Conditional Integration Act 1975.

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

SIGNED by

The Trustees representing the Proprietors whom are)

the General Assembly of the Presbyterian Church)

Robert Ayton Foster)

Alfred Isaac Dixon)

Pauline Ovena Campbell)

In the presence of :)

Robert Ayton Foster
Alfred Isaac Dixon
Pauline Ovena Campbell

[Signature]

SIGNED by)

~~Kathy Phillips~~ *Caroleen McKeane*)

Acting 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)

[Signature]
adviser
Wellington

[Signature]
[Signature]

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 Alfred Isaac Dixon, Robert Ayton Foster and Pauline Ovena Campbell, more or less situated on Lucknow and Iona Roads, Havelock North, being known as Iona College and being particularly described as follows and delineated in green on the plan forming part of the Second Schedule hereto.

1. All that parcel of land containing 6.6360 hectares more or less, situated in the City of Hastings being Lot 18, Lot 21 and Parts Lots 19 and 20 on Deposited Plan 963.

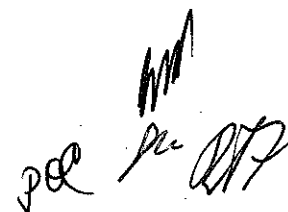
Subject To:

- 381785.2 Sewage easement in gross over part, in favour of Havelock North Borough Council
- 510203.2 Mortgage to Housing Corporation

2. All that parcel of land containing 4.1988 hectares more or less, situated in Block IV Te Mata Survey District being Lot 1 Deposited Plan 25803 and Sections 1 and 3 Deposited Plan 10548.

Subject To:

- 30730 Drainage rights over part Lots 2, 3, 4, 5 DP 10351
- 341791.1 Drainage rights over part Lots 1 DP 9203
- 341791.3 Drainage rights over part Lots 2, 4, 5 DP 14839
- 341791.4 Drainage rights over part Lot 3, DP 14839
- 381785.2 Right to drain sewage easement in gross over part Lot 1 DP 25803 in favour of Havelock North Borough Council
- 383319.1 Drainage rights over part Lot 1 DP 25803 appurtenant to Lot 8 DP 16367
- 384642 Drainage rights over part Lot 1 DP 25803 appurtenant to Lot 5 DP 16367
- 386448.1 Drainage rights over part Lot 1 DP 25803 appurtenant to Lot 1 DP 16367
- 386449.1 Drainage rights over part Lot 1 DP 25803 appurtenant to Lot 2 DP 16367
- 413796.1 Drainage rights over part Lot 1 DP 25803 appurtenant to Lots 3 and 4 DP 16367



491153 Drainage rights over part Lot 1 DP 25803 appurtenant
to Lot 6 DP 16367 and Lot 7 DP 16367
510203.2 Mortgage to Housing Corporation of Lot 1 DP 25803

Jan
POC *mt* *mt*

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.

Jan
200 *[Signature]*

THIRD SCHEDULE
IONA COLLEGE

WORK TO BE CARRIED OUT BY THE PROPRIETOR ON THE INTEGRATED SCHOOL BUILDINGS

These works are to be planned, executed and paid for by the Proprietor in accordance with the following schedule to bring the buildings and associated facilities up to the minimum standard of a comparable State school. The proprietor shall ensure that all work is carried out in accordance with accepted trade practice.

The Ministry of Education:

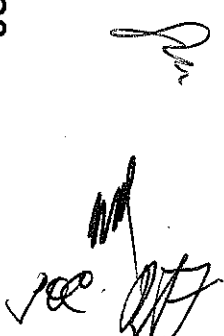
- will not accept responsibility for services above the ground floor where the upper floor is not integrated
- will not accept responsibility for replacement of Marseille tiled roofs (or damage resulting from water penetration through these tiles)
- will not accept responsibility for the timber floors in the art rooms until such time as an appropriate floor covering has been laid by the Proprietor
- will not accept responsibility for the library lead-light windows until such time as they have been replaced with alternative acceptable glazing by the Proprietor

DATE BY WHICH ITEMS OF WORK SHALL BE COMPLETED:

1.1.99 1.1.2000 1.1.2001 1.1.2002 1.1.2003 1.1.2004 1.1.2005

SITE

- Repair concrete path area outside St Orans main entrance
- Replace broken concrete slabs at Southern end of swimming pool at bottom of St Orans steps
- Re-seal broken asphalt area on main driveway approach opposite Gymnasium
- Re-seal asphalt from Fruit House steps to Chapel carpark
- Re-seal rear driveway from St Orans to Home Economics gate
- Form and seal carpark by Crosby House



1.1.99 1.1.2000 1.1.2001 1.1.2002 1.1.2003 1.1.2004 1.1.2005

SWIMMING POOL
Strengthen and repair deep end swimming pool wall

ST ORANS BLOCK E
Paint exterior of western and southern walls

CLASSROOM BLOCK A
Repair the delaminating sheathing on end wall of Lockwood

GYMNASIUM BLOCK C
Re-coat gym floor
Upgrade Gymnasium changing facilities to State school standards

CLASSROOM BLOCK H
Replace buttresses on library to Engineer's requirements
Strengthen unreinforced brick masonry walls in the Art/Pottery area to Engineer's requirements
Provide appropriate bracing (if required by Engineer) in the upper floor dormitories to ensure stability of lower floor areas
Resurface the epoxy coated perimeter lab benches
Replace carpet in Careers Room
Upgrade toilet area K to State school standards
Weld seams to vinyl floors in classrooms or overlay with carpet
Redecorate interior woodwork surrounding windows and doors to end wall of library

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1.1.199 1.1.2000 1.1.2001 1.1.2002 1.1.2003 1.1.2004 1.1.2005

ELECTRICAL

- Upgrade blackboard lighting in all classrooms to achieve 500 lux at the blackboard surface
- Upgrade lighting in Block H classrooms f, g, e, o and Blocks A and B to achieve 300 lux in the teaching areas
- Upgrade lighting in Laboratories to achieve 500 lux in the teaching areas
- Label all sub-circuits on all distribution boards

BOILERS

Main Boiler No. 1

- Repair flow manifold
- Repair leaking roof flue flashing
- Replace heat exchanger return
- Replace boiler lagging
- Repair return pipe from kitchen
- Replace some valves and all gaskets

Boiler No. 2

- Re-pack 7 valves
- Repair leaking Tee junction on flow pipe
- Attach overflow securely to flue

RADIATORS

- Re-pack all valves

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