

INTEGRATION DEED OF AGREEMENT

THIS DEED is made the 27th day of January 1994

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 Wellington Seventh-day Adventist 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 1984 and has operated as a primary school for girls and boys from New Entrants to Form 2 offering education with a Special Character.

(4)
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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 New Entrants to Form 2 Primary School pursuant to the Act.

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 on which the School is temporarily located at 16 Kenepuru Drive, Porirua ("the Temporary Site") and also the land on which it is proposed the School will be permanently located at the corner of Rahia Street and Kenepuru Drive, Porirua ("the Permanent Site") as 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 for so long as the School is located on the Temporary Site the land and improvements more particularly described at paragraph A in the **Second Schedule** and the land and improvements more particularly described as the Permanent Site in paragraph B of the **Second Schedule** each of which shall as the context requires hereinafter be 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 plans 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.

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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.

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.

Proprietor's Debt

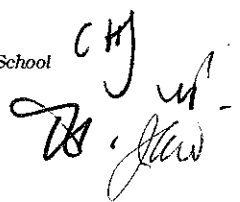
- 8 The Proprietor shall be responsible for all mortgages, liens and other charges upon the School premises.

**Upgrading Temporary
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 on the Temporary Site 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 before the date of integration.

New Buildings

- 10 The Proprietor agrees to rebuild the school by 1 January 1995 to state school standards in accordance with the **Third Schedule** hereto on the Permanent Site agreed to by the Minister and owned by the Proprietors.

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- 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.
- 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 .
- Maintenance** 14 Subject to Clauses 9, 10 and 11 which includes the requirement placed on the Proprietor to build a new school as set out in the **Third Schedule**, the Minister shall, from the transfer date, maintain the land, buildings, chattels and associated facilities comprising the (Integrated) School premises at the Permanent Site as though the School was a State School.
- 15 Until the agreed transfer date which shall be no later than 1 January 1995, the Proprietor shall be responsible for all maintenance, running or operating costs associated with the use of the buildings and grounds on the Temporary Site, in particular the power supply, heating, water, sewerage, drainage and grounds maintenance costs.
- Transfer Date** 16 The transfer date referred to in clauses 14 and 15 shall be that day during 1994 subsequently agreed in writing between the Ministry and the Proprietor when the new building is completed and the school transferred from the Temporary Site to the Permanent Site.
- Proprietor's Borrowings** 17 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

- 18 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.
- 19 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

- 20 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

- 21 (a) The Wellington Seventh-day Adventist 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

22

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

23

The School had a roll of 30 pupils in New Entrants to Form 2 at the first day of July 1993 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 at the Temporary Site shall be 55 and the maximum roll at the Permanent Site shall be 65.

Enrolment

Preferences

24

- (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**

- 25 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

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

Chaplain

- 27 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

Tagged

Positions

- 28 The Proprietor may designate up to two 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

C. H. J. [Signature]
[Signature]

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 29 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 30 If at the effective 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 31 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.

Definitions 32 Unless expressly provided for in this Agreement words and expressions shall have the meaning given those words and expressions in the Act.

33 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 34 The effective date of this Deed of Agreement shall be the thirty-first day of January 1994.

35 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.

CHJ
1.1.94
[Signature]

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:)**

J. W. Lawson
Director
D. W. Lawrence
Director.



SIGNED by

Kathy Phillips)
Senior Manager)
National Operations)
Ministry of Education)
pursuant to authority delegated by the)
Minister of Education acting on behalf of)

Kathy Phillips

HER MAJESTY THE QUEEN in the presence of:

Charlotte Hughes-Johnson
Adviser
36 Hanover Str.
Wellington

FIRST SCHEDULE

A. Description of total land, buildings and other improvements comprising the Proprietor's land of which the Temporary 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 situated at 16 Kenepuru Drive, Porirua 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 1599 square metres more or less situate in the City of Porirua and being part Section 62 Porirua District and being all the land in Certificate of Title Volume 8C/297 (Wellington Registry)

All that parcel of land containing 1013 square metres more or less situate in the Borough of Porirua being part of Section 62 Porirua District and being also Lot 1 on Deposited Plan 2440 and being all the land in Certificate of Title Volume A4/1228 (Wellington Registry)

SUBJECT TO

Fencing Covenant in Transfer 550218

B. Description of total land, buildings and other improvements comprising the Proprietor's land of which the Permanent school premises will form part.

THE PROPRIETOR'S LAND

All that land, buildings and other improvements owned by the New Zealand Seventh-day Adventist Schools Association Limited situated on the corner of Rahia Street and Kenepuru Drive, Porirua 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 2.8910 hectares more or less situate in the City of Porirua being Lot 1 on Deposited Plan 65140 and being all the land in Certificate of Title Volume 33C/128 (Wellington Registry)

SUBJECT TO

997066.1 Transfer containing Fencing Covenant



(H)
J. M. Watson
R. W. Townsend

SECOND SCHEDULE

Description of land, buildings and other improvements comprising the School premises.

A. THE TEMPORARY SCHOOL PREMISES

All that part of the Proprietor's land as described in the paragraph A of 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.

B. THE PERMANENT SCHOOL PREMISES

All that part of the Proprietor's land as described in the paragraph B of 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.



R. W. Toward *J. M. Mason* *CH*

THIRD SCHEDULE

WELLINGTON SEVENTH DAY ADVENTIST PRIMARY 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. The proprietor will ensure that all work is carried out in a tradesmanlike and professional manner.

AGREED PHASING OF WORK TO BE COMPLETED BY:

31.1.94	31.1.95	31.1.96	31.1.97	31.1.98	31.1.99	31.1.2000	31.1.2001
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BLOCK A - TEMPORARY PREMISES

Fire Protection:

- Install an automatic fire alarm x
- Ensure the rail gaps on the fire escape from
 - Area 5 First Floor do not exceed 100 mm x
 - Line Area 6 First Floor with half hour fire rated material x
- Provide an alternative means of egress from
 - Area 7 First Floor x

Electrical:

- Upgrade lighting in Area 5 First Floor x
- Replace broken hot point in Area 5 First Floor x
- Reposition existing battenholders in Area 6 First Floor x
- Upgrade lighting in Area 7 First Floor x

General:

- Provide adequate ventilation in Area 5 Ground Floor x
- Provide a Staff toilet x

BUILDING REQUIREMENTS

Provide by new construction on a permanent site by 1.1.95 a new school consisting of the following:

- Teaching Space (classrooms) of 190.0 sq m
- Library/Bookroom of 10.0 sq m
- Staffroom of 9.5 sq m
- Casualty/Sickroom of 9.0 sq m
- Storage of 14.0 sq m
- Code toilet facilities



(H)

H.W. Lawrence
J. Johnston
et al.