

## INTEGRATION DEED OF AGREEMENT

**THIS DEED** is made the 6<sup>th</sup> day of October 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 Whakatane 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 1987 and has operated as a primary school for girls and boys from New Entrants to Form 2 offering education with a Special Character.

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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 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.

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**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****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 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.
- 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.

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### Shared Property

- (b) The Proprietor acknowledges that the access driveway from James Street, Whakatane to the school and the sealed area between the Church and the school, hatched in yellow on the plan attached in the **Second Schedule** are areas used in common, and therefore the costs of maintaining the access driveway and sealed area shall be shared between the Proprietor and the Board of Trustees as may be agreed in writing from time to time.
- (c) The Proprietor agrees that any handicapped pupil or handicapped people visiting the school shall have access to the toilet for handicapped people located in the adjoining Whakatane Seventh-day Adventist Church.

### Insurance

- 12 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

- 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.

*CTJ*  
*John W. W.*

**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****Definition**

- 18 (a) The Whakatane 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**

- 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 21 pupils in New Entrants to Form 2 at the first day of March 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 shall be 35.

### **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

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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.

#### **Chaplain**

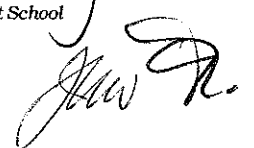
- 24 Christian Studies forms part of the education with a Special Character provided by the School and therefore the Proprietor, at its expense, may employ any person whether as a Chaplain or otherwise for duties relating to the instruction and the provisions of Section 69(2) and (3) of the Act shall apply.

#### **Staffing**

#### **Tagged**

#### **Positions**

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

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**Staffing****Restrictions**

- 26 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**

- 27 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**

- 28 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**

- 29 Unless expressly provided for in this Agreement words and expressions shall have the meaning given those words and expressions in the Act.
- 30 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**

- 31 The effective date of this Deed of Agreement shall be the eleventh day of October 1993.
- 32 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.

C H J  
 [Handwritten 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. Hallason*  
*Director*

*R. W. Lowndes*  
\_\_\_\_\_  
*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 )

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

*Charlotte Hughes Johnson*  
*Advisor*  
*36 Hanover St*  
*Wellington*

*CTJ*  
*W.*  
*SR.*

## FIRST SCHEDULE

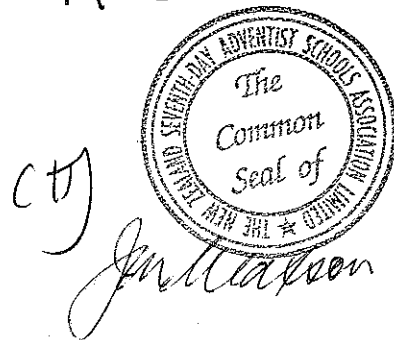
Description of total land, buildings and other improvements comprising the Proprietor's land of which the school premises form part.

### 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 James Street, Whakatane, 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 7432 square metres more or less situated in the City of Whakatane being Lots 1 2 & 3 on Deposited Plan 34197 and being all the land in Certificate of Title Volume 32D/872, 52D/200 & 52D/201 (Hamilton Registry)

*A. W. Toward.*  
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# 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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H. C. Toward  
The  
Common  
Seal of  
THE NEW ZEALAND SEVENTH-DAY ADVENTIST SCHOOLS ASSOCIATION LIMITED & THE NEW ZEALAND SEVENTH-DAY ADVENTIST SCHOOLS ASSOCIATION  
J. W. Brown

THIRD SCHEDULE

**WHAKATANE SEVENTH DAY ADVENTIST 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.

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

11.10.93    11.10.94    11.10.95    11.10.96    11.10.97    11.10.98    11.10.99    11.10.2000

**SITE**

Ensure playground equipment complies with NZS 5828:1986 "Specifications for Playgrounds and Playground Equipment"  
Provide tennis or netball court  
Repair fencing along southern boundary  
Clear weeds from all boundary fence lines  
Relevel and resow grassed playing area

x  
x  
x

x

**TEACHING BLOCK**

**Fire Protection:**

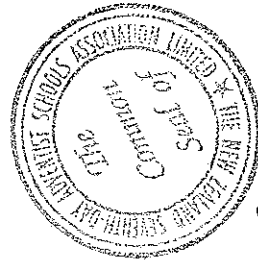
Install a manual "B" type fire alarm system to comply with NZS 4561:1973  
Provide "EXIT" signs for approved exit doors  
Provide hose reel capable of reaching all floor areas  
Service all existing fire fighting equipment and maintain regularly  
Ensure all internal wall linings and ceilings comply with the appropriate early fire hazard indices

x  
x  
x  
x

x  
x

**Electrical:**

Upgrade lighting in Area 1  
Upgrade lighting in Area 2



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Director.

*(Handwritten signature)*  
Director  
John Clarkson

11.10.93 11.10.94 11.10.95 11.10.96 11.10.97 11.10.98 11.10.99 11.10.2000

**General:**

- Replace lower panels in doors and windows with approved safety glass
- Replace missing skirting board in Area 1
- Repair broken window in Area 2

x

x x

**Exterior:**

- Paint exterior
- Replace missing light outside Area 6
- Replace outside seating
- Replace broken weather board on western side
- Paint wooden decking with anti-skid paint
- Paint roof
- Repair drinking fountain

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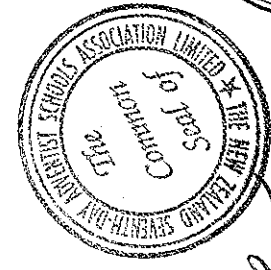
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**BUILDING REQUIREMENTS**

- Provide by remodelling and new construction
- Two adequate teaching spaces by removing area 3
- Storage of 14 sq metres

x x



(F) *H.W. Leonard*  
Director

*Director*  
*Jan May 1998*

*W.P.*