

# INTEGRATION DEED OF AGREEMENT

## Longburn Adventist College

THIS DEED is made the 26<sup>th</sup> day of July 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 Longburn Adventist College ("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 1913 and has operated as a Form 3 to Form 7 secondary and tertiary boarding and day college 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, apart from the boarding establishment, any tertiary facilities, farm, and church, is to become an integrated Form 3 to Form 7 Secondary School with an attached Intermediate Department for Forms 1 and 2 pupils 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 (excluding the boarding establishment, any tertiary facilities, farm and church) 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 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** 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

#### 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 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.

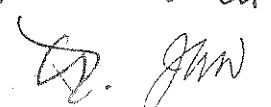
- Insurance** 12 The Proprietor shall insure the buildings forming part of the School premises and the Proprietor's chattels (if any) owned or held upon trust for the purposes of the School and the other assets owned by the Proprietor for the purposes of the School against risks normally insured against, 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.
- Staff Remuneration**
- 15 Contracts of employment for persons employed at the (Integrated) 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) Longburn Adventist College is a Seventh-day Adventist school established by the Seventh-day Adventist Church to serve the educational needs of its children and the mission of the Church throughout New Zealand, particularly where there are limited opportunities for children to attend a local Seventh-day Adventist Secondary School. This mission includes the provision of intermediate and secondary education for all who share its objectives including those beyond New Zealand in the Pacific and Asia. The school is a member of the system of schools operated by the Trans Tasman Union and Conferences of the Seventh-day Adventist Church in New Zealand through The New Zealand Seventh-day Adventist Schools Association Limited.
- (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;

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- reliance on scripture as the revealed Word of God;
- commitment to a holistic development of the child - physical, intellectual, spiritual, emotional and social.

- (d) Integral to the special character of Longburn Adventist College is the unity of the day and boarding components achieved by offering a programme of religious, cultural and recreational pursuits in which all pupils in the secondary school and in the attached intermediate are expected to fully participate, including those from beyond New Zealand.

### 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 99 pupils in Form 3 to Form 7 (and 22 pupils in Forms 1 and 2) at the first day of March 1993 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 155.

### 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

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*[Signature]*  
*[Signature]*

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

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provide leadership in Christian studies and observances throughout the School.

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**

**Tagged**

**Positions**

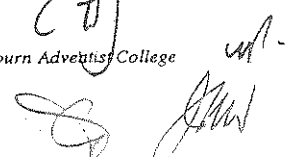
27 (a) The Proprietor in accordance with Section 65 (1)(c) may designate the Deputy Principal and one other position of responsibility at the School as positions of importance carrying a responsibility for religious instruction. Advertisements for these positions shall state that a willingness and ability 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.

(b) The Proprietor may designate up to 5 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**

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.

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**Staffing**

**Limits** 29 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** 30 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.

**Boarding**

**Establishment** 31 Accommodation for a boarding establishment may be provided for on the Proprietor's land and will be the sole responsibility of the Proprietor who may enter into separate contracts with staff from the school or elsewhere for its operation.

32 Where any of the costs associated with the conduct of the boarding establishment or with any other part of the Proprietor's land that is not part of the (Integrated) School premises for the purpose of this agreement, cannot be separated from the costs associated with the operation of the (Integrated) School premises, the Proprietor and the Board shall contribute to such costs which have been incurred according to their respective use of the facilities.

33 In lieu of providing facilities on the (Integrated) School premises as would be required for a state school, the Proprietor will make such facilities which are associated with the boarding establishment, particularly the sick bay and casualty room and the art and craft facilities, available for use by the (Integrated) School as required, regardless of whether the pupils or staff requiring to utilise the facilities are boarders, day pupils, tertiary students or visitors.

**Definitions** 34 Unless expressly provided for in this Agreement words and expressions shall have the meaning given those words and expressions in the Act.

35 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**

36 The effective date of this Deed of Agreement shall be the second day of August 1993.

37 On and after the effective date specified in this Deed of Agreement the School shall be an integrated Forms 3 to 7 secondary school with an attached intermediate in terms of the Private Schools Conditional Integration Act 1975.

CM  
Longburn Adventist College  
*[Handwritten signatures]*

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. McAlister*  
Director

*R. W. Lawrence*  
Director

*Kathy Phillips*

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*  
Adviser  
36 Harewood Rd  
Wellington