



Education Report: Approval of the Establishment and Integration of a proposed new state integrated primary school in West Auckland

To:	Hon Jan Tinetti, Minister of Education		
Date:	13 February 2023	Priority:	Medium
Security Level:	In Confidence	METIS No:	1301257
Drafter:	Ken White Senior Advisor Network	DDI:	9(2)(a) [REDACTED]
Key Contact:	Janet Schofield Manager Network	DDI:	9(2)(a) [REDACTED]
Messaging seen by Communications team:	No	Round Robin:	No

Purpose of report

This report seeks your agreement to establish and integrate a new Year 1-8 co-educational, state integrated full primary school in Henderson, West Auckland. This state integrated school would be known as Elim Christian College (West Auckland).

Summary

1. The Elim Christian Proprietors Trust is seeking the establishment of Elim Christian College (West Auckland), a Year 1-8, co-educational, state integrated full primary school in Henderson, Auckland.
2. The proprietor has purchased Laidlaw Christian College, located at 80 Central Drive, Henderson. This site is to be the proposed site for the new school.
3. Elim Christian College (West Auckland) have proposed an effective establishment and integration date of 1 March 2023, with the expectation that it would open for instruction in Term 1, 2024.
4. The proprietor has also proposed a maximum roll of 400 students and stated they expect an opening roll of 140 students growing to 300 students by 2027.
5. The school will mostly draw students from the Waitakere/Rutherford/Henderson and Massey/Hobsonville/Kaipara catchments in the National Education Growth Plan (NEGP). Both catchment areas are projected to experience continued population growth over the next few years.

7. On 30 March 2022 Minister Hipkins agreed to negotiate with the proprietor and consult over the establishment of a new state integrated school [METIS 1279824 refers]. This negotiation and consultation process has been completed.
8. The proprietor is not seeking Policy Two funding for the establishment of the school and agrees to fund any construction or extra classrooms required if the application is approved.
9. We recommend that you agree to establish and integrate Elim Christian College (West Auckland), and set a maximum roll of 400 students, with a maximum non-preference roll of five percent.
10. A proposed integration agreement (attached as Annex 1) has been developed with the proprietor to establish the school as a state integrated school.
11. Under the provisions of clause 5 of schedule 6 of the Education and Training Act 2020 (the Act), you have the power to approve the establishment of a school as a state integrated school. This power may not be delegated.
12. We are satisfied that the terms and conditions of integration have been met and recommend that you sign the attached deed.

Recommended actions

The Ministry of Education recommends that you:

- a. **note** that on 30 March 2022 Minister Hipkins agreed to enter into negotiations and consultation to develop an integration agreement with the Elim Christian Proprietors Trust for the establishment and integration of Elim Christian College (West Auckland) in Henderson, and that negotiation and consultation is complete;
- b. **agree** to the establishment and integration of Elim Christian College (West Auckland) into the state education system under clause 5 of schedule 6 of the Education and Training Act 2020;

☒ Agree ☐ Disagree

- c. **agree** that the maximum roll of Elim Christian College (West Auckland) be 400 students with a non-preference component of five percent; and

☒ Agree ☐ Disagree

- d. **agree** that 1 March 2023 is the effective date of the integration of Elim Christian College (West Auckland) with the school to open for tuition in Term 1, 2024.

☒ Agree ☐ Disagree

If you agree you are asked to:

- e. **sign** and have witnessed the deed of integration as marked, and initial each page (Annex 1);
- f. **sign** the attached *New Zealand Gazette* notice notifying establishment and integration of the school (Annex 2); and
- g. **sign** the attached letters to the proprietor and local Members of Parliament, notifying them of your decision.

We also recommend that you:

- h. **agree** that this report be proactively released. Any information that might need to be withheld will be done so in line with the provisions of the Official Information Act 1982.

☒ Release ☐ Not Release



Isabel Evans
Hautū | Deputy Secretary
Te Mahau | Te Tai Raro

13 / 02 / 2023



Hon Jan Tinetti
Minister of Education

18/02/2023

Background

1. On 30 March 2022, Minister Hipkins gave approval to enter into negotiations and consultation for an integration agreement with Elim Christian Proprietors Trust [METIS 1279824 refers].
2. Elim Christian Proprietors Trust has applied to integrate a Year 1-8 co-educational, state integrated school in Henderson, Auckland. The school would deliver education in the Christian tradition. The curriculum, including all the New Zealand Curriculum Statements, would be presented within a Christian world view.
3. The proprietor has proposed a maximum roll of 400 students and stated they expect an opening roll of 140 students growing to 300 students by 2027. The school would be established as a Year 1-8 school, but the proprietor has indicated a long-term intention to apply to become a Year 1-13 state integrated composite school, when it is appropriate to do so.
4. The proposed school will draw students from the Waitakere/Rutherford/Henderson and Massey/Hobsonville/Kaipara catchments identified in the National Education Growth Plan (NEGP).
5. The Waitakere/Rutherford/Henderson catchment is identified in the NEGP as an area of complex growth with the number of primary aged students projected to increase by 1,820 students by 2030. This increase is primarily due to intensification across the catchment.
6. The Massey/Hobsonville/Kaipara catchment is recognised in the NEGP as an area of high growth. This catchment is the site of several large housing developments at Scott Point, Massey Redhills, Whenuapai and Hobsonville. An increase of 4,728 primary aged students is projected by 2030.
7. The proprietor has purchased Laidlaw Christian College, which is at 80 Central Drive Henderson. Laidlaw Christian College is a purpose-built education theological college, with facilities for up to 1,000 students. The proprietor is confident the facilities will meet the requirements for a school of 400 students. This includes recreational facilities and an outdoor space.
8. The proprietor is not seeking any Policy Two funding for the establishment of the school and agrees to fund any construction or extra classrooms required if the application is approved.

Network implications

Population projections

9. The new school will draw students from a large area encompassing two catchments identified in the NEGP. This NEGP identified an increase of approximately 6,500 students by 2030.
10. The nearest school offering education in the same special character is Elim Christian College Mt Albert campus which is approximately 12km away.

11. The proprietor provided a demographic report to support the expected roll predictions and sustainability of the roll. This report considers that, as with the current Elim Christian College Auckland campuses, the proposed new school would draw from a wider catchment than a typical state school.
12. The report identifies West Auckland as the main catchment for the new school and a significant focus for future population growth (with this growth already apparent in many locations). We consider that there is growth in student numbers across this catchment for the new school and the roll of the proposed new school would be sustainable into the future and will add capacity in the schooling network.

Consultation

Schools

13. Before deciding to establish a new school, Section 209 of the Education and Training Act (the Act) requires you to consult the boards of all state schools whose rolls might be affected.
14. We have undertaken this consultation on your behalf and consulted 49 schools. Feedback from one school was received, Rangeview Intermediate School. The Board of this school opposed the application as they believe it would have a negative effect on their school roll.

Ministry comment

15. As part of the consultation process, representatives of the Ministry met with the principal and Presiding Member of Rangeview Intermediate School on 17 July 2022. At this meeting it was explained that there is anticipated population growth in the catchment that would mitigate any negative effect on the Rangeview Intermediate School roll. Data was presented to show a significant increase in building consents for the area that would indicate an increase in student numbers for the school. The Board made a formal submission opposing the establishment on 8 August 2022.
16. The Rangeview Intermediate School roll has decreased in the last 10 years, from a roll of 831 in 2012 to 412 in 2022. In 2022 there were 627 Year 7 and 8 students living in Rangeview Intermediate School's catchment, of which 48% (303 students) attend Rangeview Intermediate School, 26% (164 students) attend neighbouring Te Atatu, Henderson, Kelson and Glen Eden intermediate schools, with the remainder attending a variety of schools across wider Auckland. We expect the share of students at Rangeview Intermediate School to increase over time as the area intensifies and other schools reach capacity.
17. We do not believe the Year 7 and 8 Elim Christian College (West Auckland) enrolments would be significant to the extent that it would make Rangeview Intermediate School unviable. The expected future growth in the Rangeview catchment would offset any enrolments at Elim Christian College (West Auckland).

Other consultation

18. The proprietor is working with kaumatua from Ngāti Whatua to establish a relationship with the iwi and to seek a nomination for the Establishment Board. They are also working with mana whenua who already have a relationship with the wider Elim Christian College education provision and those in the congregation of the proposed new school.
19. We also consulted with the following sector organisations NZEI Te Riu Roa, and the Association of Proprietors of Integrated Schools (APIS). There was no response received.

Legislative requirements

20. Under clause 5 of schedule 6 to the Act, you have sole right to approve the establishment and integration of a state integrated school.
21. Subject to your approval, Elim Christian College (West Auckland) would have an effective establishment and integration date of 1 March 2023, with the expectation that it would open for instruction in Term 1, 2024.

The proposed terms of integration

22. The Ministry and the Elim Christian Proprietors Trust has negotiated a deed of integration that will establish Elim Christian College (West Auckland) as a state integrated school, subject to your agreement. The following terms have been agreed:
 - a. The proprietor is Elim Christian Proprietors Trust.
 - b. Elim Christian College (West Auckland) will provide co-educational education for Year 1-8 students.
 - c. The proposed new school will be located at 80 Central Park Avenue, Henderson, Auckland
 - d. The proprietor has defined the special character as being based on the Elim Christian Church model of education. The model has the Elim Church as the centre for activities and where possible, would have the education facilities co-located with the Elim Church.
 - e. The date of integration will be 1 March 2023.
 - f. The opening maximum roll will be 400 students.
 - g. The non-preference roll will be five percent of the maximum roll.
 - h. The land and buildings are identified and recognised in the integration agreement.
23. An original copy of the deed of integration is attached (Annex 1). To be valid you must sign it, initialling each page, and have this witnessed.
24. To be eligible to be the proprietor of an integrated school, the proposed proprietor must be a body corporate and own, lease, or hold in trust the property to be integrated. The proprietor is eligible and meets the above requirements.

Property and assets

25. The proposed school would be established on a site owned by the proprietor, at 80 Central Park Avenue, Henderson, Auckland. The facility was previously the main campus of Laidlaw College, an evangelical theological institution with student accommodation.
26. The integration agreement outlines the works needed to adapt the facilities to accommodate primary school students, including the construction of a new toilet block. The proprietor also intends to fence the integrated site. The proprietor and Ministry have agreed that all work will be completed by January 2024 to ensure that the school is ready to open.

Financial implications

Policy Two funding

27. The proprietor has not applied for Policy Two funding.

Resourcing

28. Based on the predicted roll of 140 students in 2024 and a predicted roll of 350 which the school aspires to in 2028, the annual costs to the Crown are set out in the table.

Roll	Staffing	Operations Grant	Salaries	Total
140 students(p roposed roll) 2024	7.30 FTTE and 6 Units	\$360,340	\$729,434	\$1,089,775
350 students (predicted roll 2028)	17.3 FTTE and 19 units	\$830,532	\$1,738,651	\$2,569,183

29. If you agree to integrate Elim Christian College (West Auckland) it is estimated there would be a cost to the Crown of \$1,089,775 in salary and operating costs, based on a roll of 140 students in the first year. Based on the predicted roll of 350 students in 2028, the estimated costs to the Crown would be \$2,569,183 in salary and operating costs.

School transport

30. The proposed new school's catchment is an area serviced by public transport. The Ministry would therefore not be required to provide a school bus services but some families may be eligible for a conveyance allowance subject to meeting normal school transport policy.

31. The special character status of the school will be taken into account when considering the conveyance allowance. Students attending a state integrated school must attend the closest school of its type to be eligible for school transport assistance.

Other matters

Establishment Board

32. Every new school has an Establishment Board. The Establishment Board's responsibilities include employment of the principal and staff in the school, setting the school's strategic direction in consultation with parents, staff and learners and providing input into the new school design process. The Establishment Board is also responsible for overseeing the management of personnel, development of the curriculum, property, finance, and administration.
33. Nominations have been received and assessed against the criteria for appointment. Appointments will be made under clause 3(1)(a)(i) of schedule 22 of the education and Training Act 2020.
34. The appointment of an Establishment Board has been delegated to the Ministry. Should you agree to the establishment and integration of the school, we will undertake the appointment process.
35. We will also commence the appointment process for a governance facilitator to support the Board to become an effective governance body, and to prepare the school for opening as an effective learning organisation.

Curriculum

36. We are confident that, like the other Elim schools, if this school is established it will be able to provide for the health and wellbeing of all students and align its teaching with legislative requirements as well as the Ministry's policies and guidelines.

Attendance dues

37. Should you approve the integration of the school and countersign the deed of integration, the proprietor will be entitled to charge attendance dues as a term of the integration agreement. The proprietor will apply to the Ministry to negotiate the level of attendance dues to be charged.

Risks and mitigations

38. The ministry considers there is low risk with this proposal but are aware that there could be a reduction of enrolments for a time at Rangeview Intermediate School.
39. We expect the share of students at Rangeview Intermediate School to eventually increase over time as the area intensifies and other schools reach capacity.

Conclusion

40. It is recommended that you agree to establish and integrate the school for the following reasons:
- a. No state school will be made marginal by the proposed establishment and integration.
 - b. The proposal meets current Cabinet guidelines for the establishment of integrated schools.
 - c. We are satisfied that the proprietor will be able to meet its obligations as proprietor and with the terms and conditions of the attached integration agreement.
 - d. This school's catchment is across areas of population growth.
 - e. Only one school raised concerns in the consultation, and we consider the issue they raised is minimal risk, which will be offset by population growth in the area.

Next steps

41. If you approve the integration, the Ministry will work with the establishment Board, the governance facilitator, and the Education Review Office to ensure the school is open for Term 1, 2024.
42. If you do not approve the integration, the Ministry will prepare a letter to the proprietor for you to sign.

Proactive release

43. It is intended that this education report is proactively released. Any information which may need to be withheld will be redacted in line with the provisions of the Official Information Act 1982.

Annexes

Annex 1: Deed of Integration

Annex 2: *New Zealand Gazette* notice

Annex 3: Letters to the proprietor and local Members of Parliament

Proactively Released

Proactively Released

New Zealand Gazette notice

Integration agreement

Under schedule 6, clause 9 of the Education and Training Act 2020, notice is given that an integration agreement to establish and integrate Elim Christian College (West Auckland) has been signed between the Minister of Education on behalf of His Majesty the King in Right of New Zealand and Elim Christian Proprietors Trust.

Elim Christian College (West Auckland) will become a state integrated school from 1 March 2023.

The integration agreement was executed on the ____ day of ____ 2023.

A copy of the integration agreement is available without charge to any member of the public by emailing the national office of the Ministry of Education at enquiries.national@education.govt.nz or by visiting www.education.govt.nz.

Dated at Wellington this ____ day of ____ 2023.

Hon Jan Tinetti
Minister of Education

Proactively Released

Hon Jan Tinetti

Minister of Internal Affairs
Minister for Women
Associate Minister of Education



Danie Vermeulen
Elim Christian Proprietors Trust
159 Botany Road
Botany
Auckland

Tēna koe Danie

After reviewing the information provided to me, I am pleased to advise that I have signed the agreement with you, that will see the establishment and integration of Elim Christian College (West Auckland) in Henderson, Auckland into the state education system. The effective date of integration is 1 March 2023, which will enable the school to open for instruction at the beginning of Term 1, 2024.

As agreed during the negotiation process, the school will open with a maximum roll of 400 students.

As part of the next phase of integrating the school, you or your representatives need to apply to the Ministry of Education to set the level of the attendance dues that can be charged.

I look forward to hearing of the progress of Elim Christian College (West Auckland), and I wish you well as you prepare the school for opening in 2024.

Nāku noa, nā

Hon Jan Tinetti
Minister of Education

Cc Kevin Shore, Association of Proprietors of Integrated Schools
Tanya Harvey, Director of Education, Auckland

Hon Jan Tinetti

Minister of Internal Affairs
Minister for Women
Associate Minister of Education



Hon Philip Twyford
Member of Parliament for Te Atatū
Parliament Buildings
WELLINGTON

Tēna koe Phil

I am pleased to advise that I have entered into an integration agreement with Elim Christian Proprietors Trust for the establishment and integration of Elim Christian College (West Auckland) in Henderson, Auckland into the state education system. The effective date of integration is 1 March 2023, which will enable the school to open for instruction at the beginning of Term 1, 2024.

Elim Christian Proprietors Trust is the proprietor for this Year 1-8, co-educational school, which will be located at 80 Central Park Road, Henderson, Auckland.

The school will have a maximum roll of 400 student places.

I believe this school will provide educational choice and quality provision for future students in the West Auckland area.

Nāku noa, nā

Hon Jan Tinetti
Minister of Education

Hon Jan Tinetti

Minister of Internal Affairs
Minister for Women
Associate Minister of Education



Hon Kelvin Davis
Member of Parliament for Te Tai Tokerau
Parliament Buildings
WELLINGTON

Tēna koe Kelvin

I am pleased to advise that I have entered into an integration agreement with Elim Christian Proprietors Trust for the establishment and integration of Elim Christian College (West Auckland) in Henderson, Auckland into the state education system. The effective date of integration is 1 March 2023, which will enable the school to open for instruction at the beginning of Term 1, 2024.

Elim Christian Proprietors Trust is the proprietor for this Year 1-8, co-educational school, which will be located at 80 Central Park Road, Henderson, Auckland.

The school will have a maximum roll of 400 students.

I believe this school will provide educational choice and quality provision for future students in the West Auckland area.

Nāku noa, nā

Hon Jan Tinetti
Minister of Education

INTEGRATION AGREEMENT

This Agreement is made as a Deed on the day of 2023

Between:

His Majesty the King in right of New Zealand acting by and through the **Minister of Education**
("the Minister")

and

Elim Proprietors Trust ("the Proprietor"),

("the Proprietor"),

together **the Parties**.

Background

- A. The Proprietor is a body corporate that intends to establish and integrate **Elim Christian College West Auckland** ("the School").
- B. The School will be for students from Year **One** to Year **Eight** offering education with a special character as defined in the Act and described in this Agreement.
- C. The Proprietor **is the leaseholder (including on the basis that it may be applied for purposes provided for by, and consistent with, the terms of this Agreement)]** the School premises specified in Schedule 2.
- D. The Parties have agreed to enter into this Agreement pursuant to the Act, to establish the School as a State integrated school.

Terms of agreement

Definitions

- 1 In this Agreement, unless the context requires otherwise, terms not otherwise defined in this Agreement have the meanings specified in the Act and:
 - (a) **Act** means the Education and Training Act 2020 as amended or replaced from time to time and includes all regulations and rules made under the Act;
 - (b) **Agreement** means this Integration Agreement, as amended by any Supplementary Agreements from time to time;
 - (c) **Depreciation Rate** means four percent (4%) of the depreciated value of state school buildings as set out in the "Statement of Accounting Policies" in the Ministry of Education's Annual Report;
 - (d) **Effective Date** means **1 March 2023** (with the school to open for tuition Term 1 2024);

- (e) *Minister* means the person holding the office of Minister of Education from time to time and also includes any other Minister of the Crown who is responsible for the administration of Schedule 6 of the Act;
- (f) *Supplementary Agreement* means any supplementary agreement entered into by the Parties in writing to amend this Agreement;
- (g) *Works* means the capital works specified in Schedule 3.

A reference to a particular provision in the Act includes any provision that is intended to be a replacement or substitute for that provision.

Special character

- 2 As from the *Effective Date*, the School is established as a State integrated school under Schedule 6 of the Education and Training Act 2020 to provide education with a special character (through its teaching and conduct) that is, or is based on,

(Refer also Schedule 5 – Special Character)

The proposed Elim Christian College-West Auckland will be established for Years 1-8 to provide for the educational needs of Christian families and present the message of the gospel to students and their community within the context of Biblical truth and practice as recognised by adherents of the evangelical Christian faith. The same Biblical truth and practice encourages a mission perspective. Parents and students are expected to support the Special Character of the School

The Special Character of the School is determined by the faith system made up of Christian beliefs, values and the lifestyle of the Elim Church of New Zealand Inc, which shall have the right to determine from time to time what is necessary to preserve and safeguard that Special Character.

This agreement must be interpreted in a way that is consistent with maintenance and preservation of this education with a special character.

- 3 The Proprietor has (and must at all times during the term of this Agreement continue to have):
 - (a) responsibility for -
 - (i) determining the special character of the School; and
 - (ii) supervising the maintenance and preservation of that special character¹;

¹ The Proprietor does not have sole responsibility for maintaining the school's special character but has ultimate responsibility for this.

- (b) the right to determine what is necessary to preserve and safeguard the special character of the education provided by the School.
 - (c) the right to access to the School at all reasonable times to ensure that the special character of the education provided by the School is being maintained.
- 4 The Proprietor may specify (by notice in writing to the board of the School) what the Proprietor considers to be necessary to provide, maintain, preserve and/or safeguard education with the special character of the School.
 - 5 The Proprietor shall regularly monitor the operation of the School to ensure that education with the special character is at all times provided, maintained, preserved and safeguarded by the School.
 - 6 The Proprietor may invoke the powers conferred upon a proprietor by Schedule 6 of the Act if, in the opinion of the Proprietor:
 - (a) the special character of the School has been, or is likely to be, jeopardised; or
 - (b) education with that special character is no longer being preserved and safeguarded.

For this purpose, "jeopardise" includes when the School is not acting consistently with any notice provided by the Proprietor under clause 4.

School programme

- 7 The parties agree that religious observances and religious instruction form part of the education with a special character provided by the Elim Christian College-West Auckland. The instruction and observances that are to form part of the School's programme after integration are

The New Zealand Curriculum including the local curriculum is designed, mapped, planned, delivered and assessed within a Biblical worldview framework.

Implicit in the curriculum is the Elim Church of New Zealand's statement of faith and all tenets of scripture as and where they can be accurately integrated and applied.

The foundational tenets of scripture according to 2 Timothy 3:16-17 serve to guide our approach to personal and social peace, just government and responsible citizenship, wise parenting and a responsible and compassionate attitude to caring for community and creation itself. The biblical narrative recognizes our need to respond to issues of the head, hand and heart with servant hearted leadership.

School premises

- 8 As at the Effective Date the Proprietor ***is the leaseholder of (including on the basis that it may be applied for purposes provided for by, and consistent with, the terms of this Agreement)]*** all the land and improvements specified in Schedule 1 ("the Proprietor's land").
- 9 The School premises will be the portion of the Proprietor's land (including any improvements) specified in Schedule 2 ("the School premises").

- 10 The Proprietor may make available for use by the School any other land, buildings, and/or associated facilities (not forming part of the School premises) that the Proprietor considers may assist with providing and maintaining the special character of the School.
- 11 The Proprietor must at all times during the term of this Agreement continue to own or lease the School premises or hold the School premises in trust (including on the basis that it may be applied for purposes provided for by, and consistent with, the terms of this Agreement).
- 12 The Proprietor must plan (including obtaining all consents and approvals required by law), implement and complete (consistent with all consents and approvals) and pay for:
 - (a) the Works **by no later than 27 January 2024**; and
 - (b) such capital works and associated facilities at the School as the Minister may from time to time (by notice in writing to the Proprietor) approve, with a view to replacing, improving or enlarging the School, its buildings and its associated facilities in order to maintain the School premises at, or consistent with, the minimum standards specified by the Secretary for comparable State schools; and
 - (c) such capital works and associated facilities at the School as the Minister may from time to time (by notice in writing to the Proprietor) require (acting reasonably) because they are necessary in order to maintain the School premises at, or consistent with, the minimum standards specified by the Secretary for comparable State schools.
- 13 The Minister will support the Proprietor by providing, as a minimum, eighty-five percent (85%) of the non-integrated school funding rate of additional property costs resulting from future educational policy change. In-ground costs may be included if they are an integral part of delivering education as a result of the policy change. Funding eligibility is subject to the following:
 - (a) The funding to be provided will be determined by an assessment by the Minister of the investment the Proprietor would need to undertake to meet the requirements of the policy change;
 - (b) Funding is contingent on an assessment by the Minister that the school is sustainable and likely to remain open over the medium term (at least five to ten years).
- 14 At all times during the term of this Agreement the Proprietor (and not the Minister, the Secretary, the Ministry or any other person) will:
 - (a) be solely responsible for complying with the terms and conditions (including making all payments, in full and on time) under any mortgage, lien, or other charge or security interest over or affecting the land and buildings making up the School premises; and
 - (b) maintain insurance for the School premises in accordance with clause 39(g) and (h) of Schedule 6 of the Act.
- 15 Nothing in clause 12 or 13 shall limit any right or entitlement the Proprietor may have to request, apply for or receive property funding from the Ministry.

Discharge of Maintenance Obligations

- 16 (a) The Minister will, after the Effective Date, pay to the Proprietor in each year the Sum as determined under Schedule 4 to:
- assist the Proprietor in maintaining the School premises and the associated facilities in a condition equivalent to that of a comparable non-integrated state school;
 - provide for the maintenance of the School chattels as though the School were a non-integrated state school.
- (b) The School will be entitled to such furniture and equipment as the Minister supplies from time to time to comparable non-integrated state schools.
- 17 The Minister may pay the Sum to the Proprietor in instalments on the same dates as the Minister provides operations funding to the Board.
- 18 The Proprietor must on receipt of the Sum in each year undertake the maintenance of that part of the School premises not required to be undertaken by the Board during the course of that year to the standard to which the Crown maintains comparable state schools.
- 19 The Sum shall be applied to meet the obligations in Clause 18. After the obligation in clause 18 has been met in full and if there is a balance of the sum remaining the Proprietor may apply the balance in the following ways:
- (a) to capital works or other purposes directly related to the School;
 - (b) to maintenance, capital works or other purposes related to any other integrated school.

No liability for default in certain circumstances

- 20 Neither party will be liable for any act, omission, or failure to fulfil its obligations under this Agreement, if such act, omission or failure arises from any cause reasonably beyond its control including acts of war, epidemics, earthquakes, or other natural disasters or acts of God. ("Force Majeure Event").
- 21 The party unable to fulfil its obligations due to a Force Majeure Event shall:
- (a) immediately notify the other in writing and provide full information concerning the Force Majeure Event including an estimate of the time likely to be required to overcome the event
 - (b) use its best endeavours to overcome the event; and
 - (c) continue to perform its obligations as far as practicable.
- 22 Despite clause 20, if in any year Parliament has not appropriated sufficient public money to enable the Minister to maintain non-integrated state schools, the Minister will not be required to pay the instalments of the Sum from that point onward until an appropriation

is so made. In that event the Minister will only pay the instalments of the Sum due from the date on which that appropriation is made.

- 23 If the Sum is not paid as a result of Clause 22, the Minister's assistance to the Proprietor under this Agreement to maintain the School premises, from the point that Parliament decides not to appropriate the monies until an appropriation is made that enables the payment of the Sum to be recommenced, will not be discharged and the Minister will remain required to provide that assistance on the same basis as to other state schools.

Information

- 24 The Minister may by notice to the Proprietor, require the Proprietor to supply to the Minister any information including but not limited to accounting or banking records in the possession or control of the Proprietor (whether stored on electronic media or otherwise) relating to the performance of the Proprietor's obligations under clauses 16 – 23.
- 25 The Minister shall be entitled to make and retain copies of any information supplied to the Minister in accordance with Clause 24.

Disputes

- 26 The Minister and the Proprietor shall endeavour to resolve by negotiation any disputes that arise between them concerning clauses 16 – 23 within 30 days of one party advising the other of the existence of the dispute.
- 27 If the Minister and the Proprietor are unable to resolve a dispute by negotiation, they shall refer the matter to mediation, and shall choose jointly a mediator. If the parties are unable to agree on the appointment of a mediator then the mediator shall be appointed by the then New Zealand President of the Resolution Institute or, failing that, by the then President of the New Zealand Law Society. The mediation shall thereafter be conducted by the mediator in accordance with the usual practice for the Resolution Institute mediation.
- 28 The obligations of the Minister and of the Proprietor under clauses 16 – 23 shall not be affected by any dispute regarding these clauses, and each party shall continue to perform its obligations as if the dispute had not arisen.
- 29 Breach of obligations under clauses 16 – 23.
- (a) If the Proprietor is in breach of its obligations under clauses 16 – 23, and if in the reasonable opinion of the Minister the breach is able to be remedied, the Minister may by notice to the Proprietor require that the breach be remedied within 60 days (or such further or other period as may be specified) of the date of the notice.
 - (b) If the breach is not remedied within the period specified in the notice, or if in the reasonable opinion of the Minister the breach is not capable of being remedied, the Minister may terminate clauses 16 – 29 of this Agreement on giving 14 days notice to the Proprietor.
 - (c) If clauses 16 – 29 of this Agreement are terminated in accordance with this clause the balance of this Agreement shall continue to apply to both parties.

- (d) Nothing in this clause shall be construed as limiting or affecting the powers that the Minister has under the Act.

Proprietor's interest in the integrated property

- 30 The parties acknowledge the following principles in relation to the Proprietor's interests in the property:
- (a) The Proprietor should have reasonable access to the use of the school for its own purposes when not in use for school purposes
- (b) The Proprietor retains an interest in the use of the school property by third parties, particularly where such use might conflict with the Proprietor's /schools religious or philosophical character.

Enrolment

- 31 The maximum number of students who may be enrolled in the School is **400**. The children of parents who, in the Proprietor's opinion, have a particular or general philosophical or religious connection with the School must be preferred to other children for enrolment at the School.
- 32 The number of students who do not have preferential enrolment at the School under clause 26 of Schedule 6 of the Act, but are required to be enrolled if places are available, is limited to **5% of the maximum roll**

Employees

- 33 Where any person employed at the School is paid (whether in whole or in part) out of money appropriated by Parliament:
- (a) the Proprietor agrees that it will not, directly or indirectly:
- (i) pay that person any remuneration in connection with their role as an employee of the School additional to that provided for by the Act; or
- (ii) grant or permit that person any condition of service more favourable than that permitted for a person employed in the same (or a materially equivalent) position in a State school that is not a State integrated school; and
- 34 An advertisement for the position of principal of the School must state that a willingness and ability to take part in religious instruction appropriate to the special character of the School is a condition of appointment to this position. Any person appointed as principal of the School must accept this requirement as a condition of the person's appointment, and must accept and recognise a responsibility to maintain and preserve the special character of the School.
- 35 The following proportion of teaching positions at the School will be positions of importance carrying a responsibility for religious instruction:

All positions holding Management Units or as determined by the Principal

An advertisement for such positions must state that a willingness and an ability to take part in religious instruction appropriate to the special character of the School is a

condition of appointment to the position. Any person appointed to any of these positions at the School must accept this requirement as a condition of the person's appointment.

- 36 Any advertisement for the position of deputy principal or assistant principal at that School must state that a willingness and an ability to take part in religious instruction appropriate to the special character of the School is a condition of appointment to the position. Any person appointed to these positions at the School must accept this requirement as a condition of the person's appointment.
- 37 The Proprietor may employ any person, whether as a chaplain or otherwise, for duties relating to religious instruction appropriate to the special character of the School. The provisions of clause 53(2) and (3) of Schedule 6 of the Act apply to that person's appointment.

Attendance dues

- 38 The Proprietor **may** enter into an agreement with parents (or other person/s with legal responsibility for the education of a child) that provides that the parents (or such other person/s) must pay attendance dues as a condition of the child's enrolment and attendance at the School.

General

Delegates

- 39 The Minister may appoint any person to undertake the administration of this Agreement on the Minister's behalf and to do all things under this Agreement that are expressed or implied as able to be done by the Minister. Any change to the person holding office as the Minister will not affect any appointment previously made, unless such appointment is subsequently revoked.

Assignment or transfer

- 40 The Proprietor will not assign any of its rights or transfer any of its obligations under this Agreement unless that assignment or transfer is permitted by (and will comply with) all laws and has first been approved in writing by the Minister.

No agency

- 41 The Proprietor is not a representative or an agent of any of the Minister, the Secretary or the Ministry and may not hold itself out otherwise to any person.

Privity

- 42 Except as expressly set out in this Agreement, nothing in this Agreement is intended to confer any right, benefit, privilege or obligation on any third party.

Amendment

- 43 The Parties may amend this Agreement by one or more Supplementary Agreements. Any amendment to this Agreement will be effective from the date a Supplementary Agreement is executed by both Parties.

Costs

- 44 Each Party will bear its own costs in the preparation of this Agreement and any Supplementary Agreement.

Good faith

- 45 Each Party agrees to act in good faith in its dealings with the other Party under this Agreement.

Precedence

- 46 On and after the Effective Date the School will be a State integrated school in terms of the Act and part of the State system of education in New Zealand. In the event of any inconsistency between the terms of this Agreement and the provisions of the Act, the provisions of the Act will prevail. Nothing in this Agreement overrides or excludes the application of the Act in any way, including as regards the exercise of any right, power or discretion that the Minister, the Secretary or the Ministry may have under the Act or that the Proprietor may have under the Act. The Minister may (but will not be obliged to) exercise any rights and powers conferred by this Agreement at the same time as, or at any time in addition to, the rights, powers and discretions given to the Minister, the Secretary and the Ministry (as the case may be) under the Act.

Notices

- 47 All notices that are required to be sent under this Agreement or the Act must be in writing and sent to the following addresses unless otherwise agreed in writing between the Parties. For the purposes of this clause, "in writing" includes by email.
- (a) All notices to the Minister must be sent to The Associate Deputy Secretary, Operational Delivery, Ministry of Education, PO Box 1666, Wellington, facsimile (04) 463 8252 or **[email address]**.
- (b) All notices to be sent to the Proprietor must be sent to **Danie Vermeulen**, 159 Botany Road Botany Auckland 2010 or **Danie.vermeulen@elimchristiancentre.org.nz**

Execution

Signed on the 11th day of October 2022 by:

Elim Proprietors Trust by Danie Vermeulen, Trustee:



and its Common Seal affixed in the presence of:

in the presence of:



Name: John Roberts

Occupation: Chartered Accountant

Address: Auckland



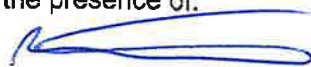
By signing this Agreement, each representative of the Proprietor confirms that s/he has the authority to sign for and on behalf of the Proprietor, and that the Proprietor is and will remain a body corporate with capacity to enter into this Agreement under clause 5(3) of Schedule 6 of the Act.

Signed on the 23 day of February 2023 by:

His Majesty the King in right of New Zealand, acting by and through the Minister of Education:



in the presence of:



Name: Melisa Webster

Occupation: SPS

Address: 9(2)(a)

(Town/city) 9(2)(a)

9(2)(a)

SCHEDULE 1: PROPRIETOR'S LAND

The Elim Property Trust owns all the land, buildings and other improvements at 80 Central Park Drive Henderson the premises on Central Drive, Henderson. All that land, buildings and other improvements as outlined in **[colour 1]** on the plan in Schedule 2. The Elim Property Trust will lease the land and property to the Proprietor.

Figure 1: Aerial Site Plan



Land owned by Elim Property Trust (outlined in Yellow).



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD**

Search Copy




R.W. Muir
Registrar-General
of Land

66809372

Identifier **772311**

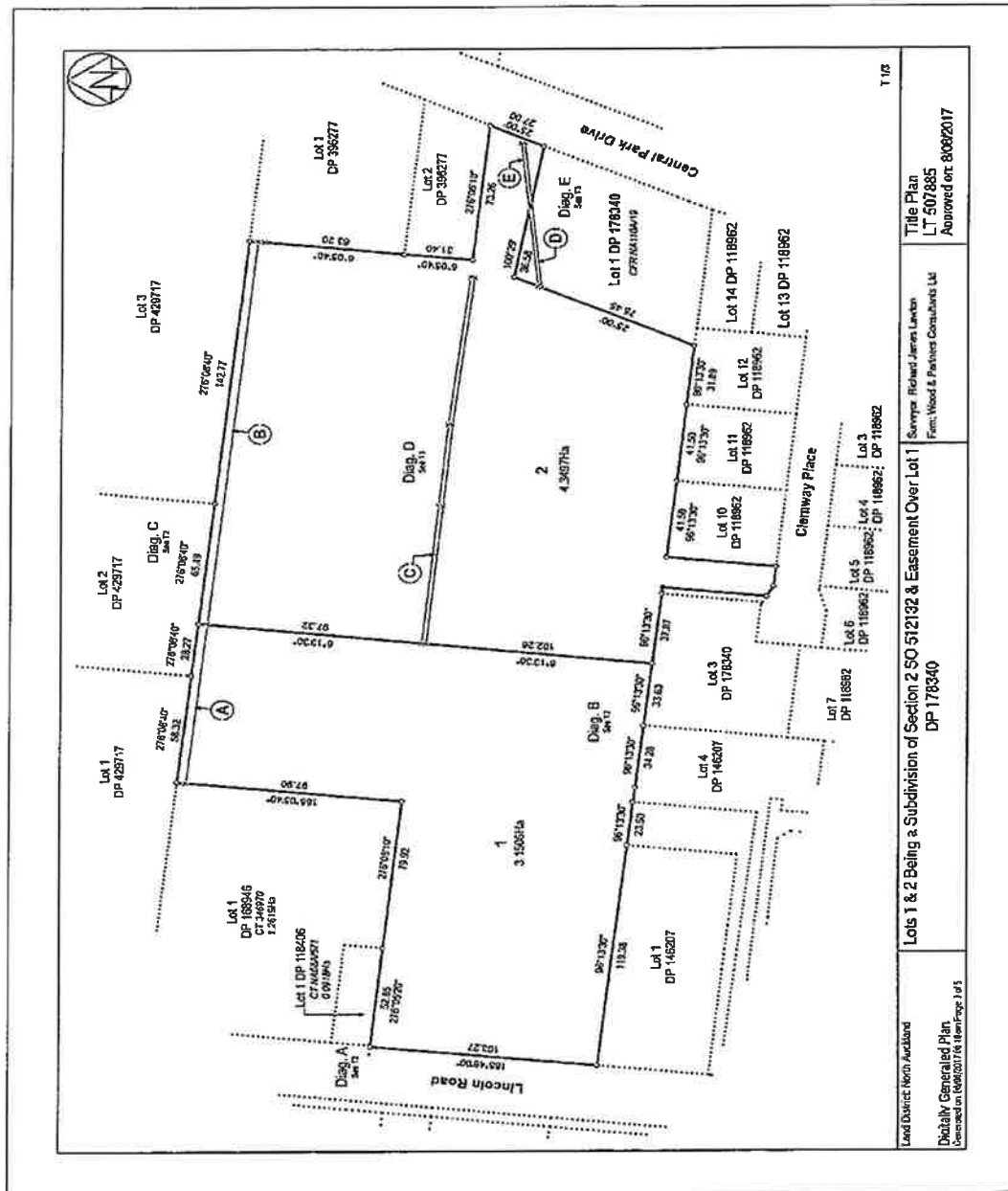
Land Registration District **North**

Auckland **Date Issued** 12 October 2017

**Prior
References**
799227

Estate	Fee Simple
Area	4.3497 hectares more or less
Legal Description	Lot 2 Deposited Plan 507885

**Registered
Owners Eilm
Property
Trust**



Transaction Id
Client Reference ejoyce001

Search Copy Dated 3/02/20 9:35 am, Page 2 of 2
Register Only

SCHEDULE 2: SCHOOL PREMISES

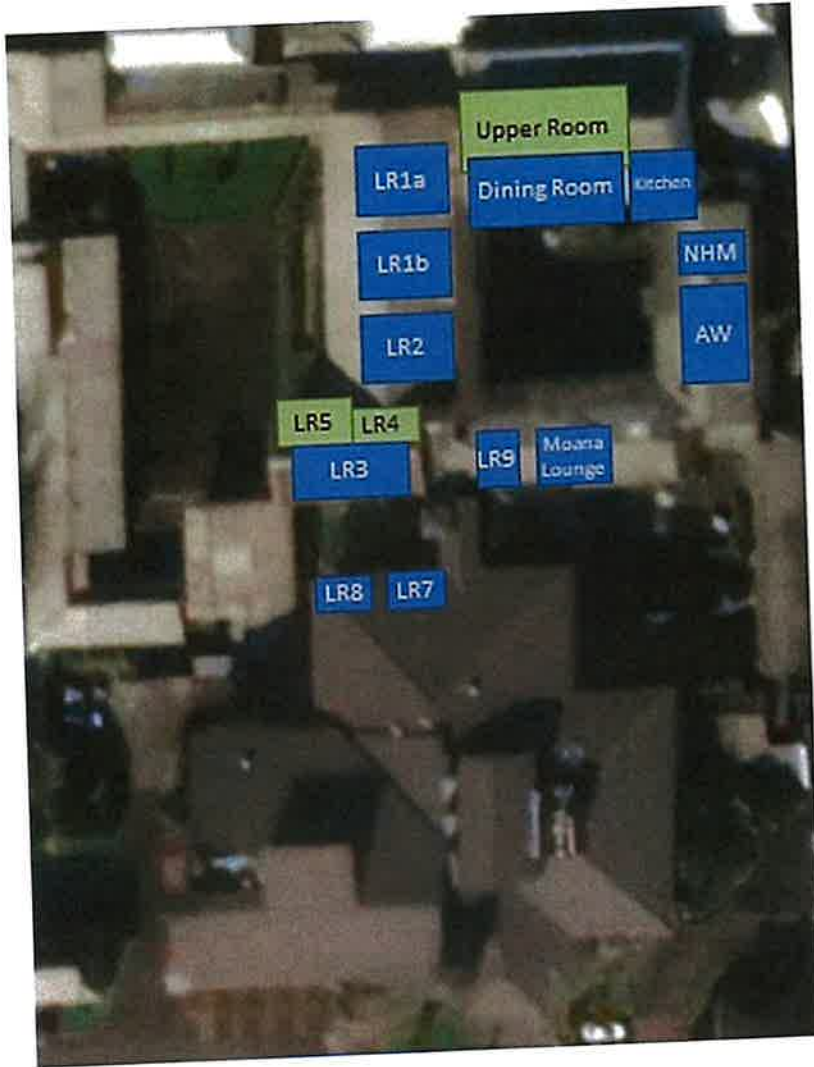
The site at 80 Central Park Drive, Henderson (Figure 1) measures an area of c. 4.3ha and comprises: the main campus of the Laidlaw College, an evangelical theological institution, ancillary living accommodation for staff and students, an early children's centre and car parking spaces. There is a large grassed area in the northern part of the site which comprises a mix of landscaping, bushes and trees. The main campus building dates from 2005 and it is surrounded by a series of earlier units which date from the 1960s – 1980s, including several standalone pre-fabricated buildings.

Vehicular and pedestrian access to the site is off Central Park Drive to the east, with a secondary access available off the industrial estate at Clemway Place to the south, though this is currently fenced-off.

All that part of the Proprietor's land in Schedule 1 as outlined in **Yellow** on the annexed plan (which forms part of this Schedule 2) together with all the School buildings and other improvements.



Land owned by Elim Property Trust (outlined in Yellow) and the School premises which will be leased to the Proprietor (forming part of that land in Blue)



Ground level showed in blue and first level in green.

Level	Room & Space	Proposed Use
Level 1	LR 4 (51.55m) LR 5 (52.68) Upper Room (377.4m)	Teaching space Teaching space Multipurpose
Ground	LR 1a (153.36m) LR 1b(103.85m) LR 2 (153m) LR 3 (101.89m) LR 7 (100.6m) LR 8 (91.84m)	Teaching space Teaching space Teaching space Teaching Space Teaching Space Teaching Space

	LR 9 (46.9m)	Resource
	Moana Lounge(49.85m)	Library
	Nga Hunga Maia(46.29m)	Teaching Space
	Ata Whakaminenga (93.42m)	
	Kitchen (89.49m)	Teaching Space
	Dining (280.32M)	Teaching Space/ Multipurpose

SCHEDULE 3: WORKS

Building / Area	Work to be carried out	To be completed by
<i>New (adjacent to Nga Hunga Maia)</i>	<i>Construction of new toilet block to meet building code compliance = 5 male/5 5 female</i>	<i>27 January 2024</i>
<i>Perimeter</i>	<i>The integrated area of the site will be fenced adequately</i>	<i>27 January 2024</i>
<i>Central courtyard</i>	<i>Remove the fountain as it a health and safety risk</i>	<i>27 January 2024</i>

SCHEDULE 4: MAINTENANCE FUNDING

Calculation of the Sum

1. The Sum will be calculated on or before 1 January of each year in accordance with the following formula:
 - (a) The depreciated value (or net carrying value) of the buildings comprising state schools as shown in the most recent Ministry of Education Annual Report (V) is multiplied by the Depreciation Rate (r).
 - (b) The figure thus obtained is divided by the total number of students enrolled in state schools as determined by the most recent actual rolls used for the purposes of operations funding in the year preceding that for which sum is being calculated (S), to give a per student amount.
 - (c) The per student amount is then multiplied by the number of students enrolled in the School as determined by the most recent actual roll used for the purposes of operations funding in the year preceding that for which the sum is being calculated (R) (which number must not exceed the maximum roll provided for in the Integration Agreement).
 - (d) Goods and Services Tax is then added to this figure (GST).

Paragraphs (a) to (d) are expressed in the following formula:

$$\frac{V \times r \times R}{S} + \text{GST} = \text{the Sum}$$

2. If it is not possible by 1 January in any year to calculate the Sum in accordance with clause 16 of this Agreement by using numbers and/or values from the immediately preceding year, the Sum shall be the Sum for that preceding year ("Deemed Sum").
3. If Clause **Error! Reference source not found.** of this Schedule applies and if the Deemed Sum has been paid in whole or in part in accordance with Clause 16 of this Agreement the Minister shall calculate the Sum as soon as numbers and/or values are available for the preceding year in accordance with clause **Error! Reference source not found.** (the sum so calculated being referred to as "the Revised Sum").
4. Subject to the provisions of Clause **Error! Reference source not found.** of this Schedule, in the event that the Revised Sum is more than the Deemed Sum the Minister shall pay the amount of that difference. If the Deemed Sum is more than the Revised Sum the Proprietor shall pay to the Minister the amount of that difference. In either case the payment will be taken into account in the instalments of the Sum paid in accordance with Clause 17 of this Agreement.
5. If the Minister has in any year and for any reason paid the Proprietor more than the Proprietor is entitled to be paid under this Agreement, the Minister may at his or her election recover the overpayment by deducting it from any instalments of the Sum payable, in the current or any future year or years.

6. Where the Effective Date is later than 1 January then in the first year of the operation of this Agreement the Sum shall be deemed to be the amount of the remaining instalments of the Sum, calculated in accordance with this clause **Error! Reference source not found.** of this Schedule for the whole year, payable for the period from the Effective Date to the end of that year

Schedule 5 Special Character

(The Elim Christian Church model of education differs from other Christian, non-Catholic, state integrated schools in so far as the model has the Church as the centre for activities and where possible would have the education facilities co-located with the Church.

The proposed Elim Christian College-West Auckland will be established for Years 1-8 to provide for the educational needs of Christian families and present the message of the gospel to students and their community within the context of Biblical truth and practice as recognised by adherents of the evangelical Christian faith. The same Biblical truth and practice encourages a mission perspective. Parents and students are expected to support the Special Character of the School

The Special Character of the School is determined by the faith system made up of Christian beliefs, values and the lifestyle of the Elim Church of New Zealand Inc, which shall have the right to determine from time to time what is necessary to preserve and safeguard that Special Character.

The School is a caring community built on Christian beliefs which permeate all aspects of School life. These beliefs recognise God's purposes as revealed in the Scriptures and in the risen Lord Jesus Christ. They are dynamic and determine the purpose and content of the curriculum in a changing community.

These beliefs encompass all aspects of the School and permeate the mind and the heart of each member of the School community. It is expected that all staff members and members of the Board of Trustees will demonstrate unqualified commitment to the School's Special Character.

The object of the School is to pass onto students the truth that all creation is the subordinate of the Will of God as expressed in the Scriptures; that all trust finds its meaning and centre in God and that God gives purpose and hope to individuals as well as His creation by virtue of the redemptive work of Jesus Christ. It is the redemptive work of Jesus Christ communicated by the Holy Spirit operating in the human individual, that gives substance to intellectual, physical, spiritual, ethical, emotional, social and aesthetic development.

The curriculum, including all the New Zealand Curriculum Statements, is presented within a Christian world view. Such a view gives perspective and meaning to all learning in the School.

Implicit in the curriculum is the development of Christian ethical values. These values are the foundation for personal and social peace, just government, responsible citizenship, compassionate neighbourliness, wise parenting, and a responsible attitude to creation. Such biblical values also recognise that a life of self-renouncing love is one of liberty.