



Education Report: Change of proprietor for Miramar Christian School

To:	Hon Jan Tinetti, Associate Minister of Education		
Cc:	Hon Chris Hipkins, Minister of Education		
Date:	19 January 2023	Priority:	High
Security Level:	In Confidence	METIS No:	1286988
Drafter:	Shana Mua'i'ava Senior Education Adviser, Wellington	DDI:	04 439 4681
Key Contact:	Roy Sye, Director of Education for Wellington	DDI:	04 463 8668
Messaging seen by Communications team:	No	Round Robin:	No

Purpose

The purpose of this report is to seek your agreement to a change of proprietor for Miramar Christian School (4119), a state integrated school in Miramar, Wellington. The current proprietor is the Peniel Charitable Trust Board Inc, and it is proposed that this will change to the New Zealand Christian Proprietors Trust.

We recommend you agree to this change of proprietor, as we are confident that it will be beneficial to the Board and School. The additional support and resources from the New Zealand Christian Proprietors Trust will help improve the school's viability.

Summary

1. Miramar Christian School is a co-educational, state integrated, Year 1-8 full primary school located in Miramar, Wellington.
2. The proprietor of Miramar Christian School, the Peniel Charitable Trust Board Inc (the Peniel Trust), has applied to change the proprietor of the school to the New Zealand Christian Proprietors Trust (NZCPT). The NZCPT is the proprietor of eight state integrated schools across New Zealand.
3. The school's roll on 1 July 2022 was 22 students and has been decreasing in recent years.
4. The Peniel Trust advises it is struggling to provide the appropriate support to foster growth and develop the special character of the school. It also advises that attracting new members to the Trust Board has been difficult and given these current issues, it wishes to pass proprietorship of the school to NZCPT.

5. A change to an experienced proprietor with resources and community support will help grow the roll and help manage the financial risks at the school attributed to the falling roll.
6. The NZCPT is a proprietor that has a proven track record to foster and develop the special character of its schools. NZCPT has also engaged with the Wellington Christian community to determine demand for Christian education in the wider city area.
7. For a change of proprietorship to occur, you should be satisfied that the new proprietor can meet the rights, duties and obligations under the integration agreement and the Education and Training Act 2020 (the Act).
8. The Peniel Trust and NZCPT have signed a Deed of Novation (Annex 1). It states that all rights, duties, and obligations of the current proprietor under the Act and in the integration, agreement will be novated to the new proprietor.
9. We consider that the NZCPT can meet the duties and obligations as a proprietor under the integration agreement and Act and recommend that you approve the application for a change of proprietor. If you agree, please sign the attached Deed of Novation.

Recommended Actions

The Ministry of Education recommends you:

- a. **note** the application from the Peniel Charitable Trust Board Inc proposing a change of proprietor to the New Zealand Christian Proprietors Trust;

Noted

- b. **note** that to agree to a change of proprietor you must be confident that the new proprietor is capable of meeting the rights, duties and obligations under the integration agreement and the Education and Training Act 2020 (the Act);

Noted

- c. **note** that we have undertaken this assessment and consider that the New Zealand Christian Proprietors Trust meet these requirements; and

Noted

- d. **agree** to the change of proprietor for Miramar Christian School from the Peniel Charitable Trust Board Inc to the New Zealand Christian Proprietors Trust.

Agree Disagree

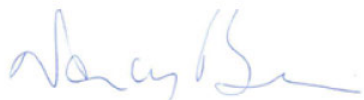
If you agree to the change of proprietor, you are asked to:

- e. **sign** and have witnessed the attached Deed of Novation and return it for the Ministry to provide to the proprietor;
- f. **sign** the attached letters to the current proprietor, the proposed new proprietor, and the Presiding Member of the Board; and
- g. **sign** the attached New Zealand Gazette notice.

You are also asked to:

- 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.

Proactively release/Not release



Nancy Bell
Hautū | Deputy Secretary
Te Mahau | Te Tai Runga

18/01/2023



Hon Jan Tinetti
Associate Minister of Education
(School Operations)

21/01/2023

Background

1. Miramar Christian School is a co-educational, state integrated, Year 1-8 full primary school located in Miramar, Wellington.
2. The school was established and integrated into the state system in 1991. It was established by a group of parents from the Gateway Baptist Church. The proprietor is the Peniel Trust.
3. The school is a non-denominational Christian school. The integration agreement describes the special character of the school as follows:

The school as an extension of the Christian home, exercises the right live and teach biblical values and to encourage children to also live out those values, so that they will make mature and caring contributions to society. This happens through an integrated programme, key aspects of which are:

 - *An appreciation of God (the Father) as creator and sustainer of all things*
 - *That Jesus of Nazareth (God's only Son) came into the world with a message of hope and reconciliation*
 - *That the Holy Spirit is at work in the world today drawing men, women, and children toward God*
 - *An ongoing commitment to emotional, physical, spiritual, and social and intellectual development*
 - *Constructive attitudes towards self, others, and creation.*
4. The 1 July 2022 roll for Miramar Christian School was 22 students, comprising three Māori (13.6%), three Pasifika (13.6%), nine Asian (40.9%), two European/Pakeha (9.1%), and five other ethnicities (22.7%). This roll has decreased by 26 students over the last five years. There is a predicted March 2023 roll of 44 students.
5. The Education Review Office (ERO) December 2021 report acknowledged that the school was compliant in all areas reviewed. The Miramar Christian School Board has attested to the regulatory and legislative requirements required by the Education Review Office.
6. We note that over the last five years the roll has halved, and we agree with the Peniel Trust, that unless there is a change to this pattern, the school is no longer viable. We consider that NZCPT has the experience and resources to support a change for the school.
7. Miramar Christian School has been part of Motu Kairangi Kāhui Ako since its establishment in 2016.
8. The Kāhui Ako achievement challenge has focused on the following areas:
 - Responsive curriculum, effective teaching, and opportunities to learn
 - Educationally powerful connections and relationships
 - Leadership for equity and excellence
 - Curriculum area focus – Maths, Writing, Science.

Legislative requirements

9. You are able to agree to transfer the proprietorship of a state integrated school from the proprietor who entered the integration agreement, to a new proprietor. If you agree to this change, under clause 9 of Schedule 6 to the Act, you must give notice in the New Zealand Gazette.
10. For a change of proprietorship to occur you should be satisfied that the new proprietor can meet the rights, duties and obligations under the integration agreement and the Education and Training Act 2020, and that the new proprietor:
 - has the relevant attributes required to discharge the responsibility for supervising the maintenance of the special character of the school
 - owns, holds in trust, or leases the land and buildings comprising the integrated school premises
 - has the resources to comply with all other legal and compliance obligations of the proprietor
 - is a body corporate.


Application to change proprietor

11. The Peniel Trust has identified the need to transfer proprietorship to an organisation with greater resources and a track record of fostering and developing the special character of its schools. The Peniel Trust believe this will enable roll growth at Miramar Christian School. It is the Peniel Trust's view that NZCPT is the appropriate organisation to undertake this task and to build on the foundations laid by them as the current proprietors. NZCPT is willing to take over the proprietorship and all associated obligations and responsibilities.
12. The purpose of finding a new proprietor is stated as being:

To secure the future of Miramar Christian School. The Peniel Trust has determined that securing the future of Miramar Christian School is best achieved by handing over proprietorship to a proprietor with a thriving network of schools, in good standing with the Ministry of Education.
13. The Peniel Trust lodged a proposal to change the proprietor of the school in February 2022. The proposal was then put on hold while the lease details between the Peniel Trust and NZCPT were finalised and resubmitted to us for reconsideration on 4 November 2022.
14. The Peniel Trust has consulted with the Gateway Baptist Church, the Miramar Christian School Board, school staff, and the parent community who are all aware of the proposal to transfer proprietorship to NZCPT.

15. We acknowledge that NZCPT is an experienced proprietor with proprietorship of eight other state integrated schools around New Zealand. NZCPT has engaged with the Wellington Christian community and has developed a plan for growing Christian education in the wider city area. The change of proprietor for this school is an initial step.
16. NZCPT has confirmed that it can meet the requirements for the integrated school, as it:
 - is an experienced proprietor with proprietorship of eight other state integrated schools around New Zealand
 - has a proven track record to foster and develop the special character of schools, and therefore has the relevant attributes required to discharge the responsibility for supervising the maintenance of the special character of the school
 - NZCPT has signed a lease to take over responsibility for the integrated land and buildings of the school from the Peniel Trust, from 1 January 2023
 - as an existing proprietor, is a body corporate and has the resources to comply with all other legal and compliance obligations of the proprietor.
17. The Peniel Trust and NZCPT have signed a Deed of Novation (Annex 1). It states that all rights, duties, and obligations of the current proprietor under the Act and in the integration, agreement will be novated to the new proprietor.
18. As the NZCPT has signed a lease to take over responsibility for the integrated land and buildings of the school from the Peniel Trust from 1 January 2023. The change would take effect from the date which you countersign the Deed of Novation.
19. If you agree to the change of proprietor, NZCPT is likely to subsequently propose a change to the school's special character. The Ministry has delegation to consider this type of change to a state integrated school and if approved to sign a supplementary integration agreement. Should this happen, we will update you.

9(2)(g)(i)



Risks and Mitigations

23. We consider it low risk to approve the change in proprietor for Miramar Christian School. However, if a change of proprietor is not able to occur the current proprietor may seek to cancel the integration agreement and subsequently close the school.

Ministry comment

24. We recommend that you approve the application for a change of proprietor for Miramar Christian School to NZCPT.

Next Steps

25. If you approve the change of proprietor, please sign and have witnessed the attached Deed of Novation and initial each page (Annex 1). Please also sign the letters to the Peniel Trust, NZCPT and the Presiding Member of the Board, informing them of your decision (Annex 2). Finally, you are asked to sign the notice for the New Zealand Gazette (Annex 3).
26. The deed is effective from the date of signing.
27. Once these documents are returned to the Ministry we will deliver the letter to the Presiding Member of the Miramar Christian School Board, deliver a copy of the deed and letters to each of the chairpersons of the Peniel Trust and the NZCPT, and publish the Gazette notice.

Proactive Release of this Report

28. It is intended that this Education 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.

Annexes

- Annex 1: Deed of novation of integration agreement
- Annex 2: Letters to the proprietors and Presiding Member of the Board
- Annex 3: Notice for the *New Zealand Gazette*

Proactively Released

Proactively Released

Hon Jan Tinetti

Minister of Internal Affairs
Minister for Women
Associate Minister of Education



Mark Larson
Chairperson
New Zealand Christian Proprietors Trust
P O Box 306
Orewa 0946

Tēnā koe Mark

Thank you for submitting a proposal seeking my agreement for a change of proprietor for Miramar Christian School, from the Peniel Charitable Trust Board Inc to the New Zealand Christian Proprietors Trust.

I have considered all the information provided and I am pleased to advise you that I have given my consent to the novation to effect the change of proprietorship. The change will be notified in the *New Zealand Gazette* and takes effect from the date which the Deed of Novation was countersigned.

I wish the New Zealand Christian Proprietors Trust well in taking on the proprietor role at Miramar Christian School.

Nāku noa, nā

A handwritten signature in black ink, appearing to read 'Jan Tinetti'.

Hon Jan Tinetti
Associate Minister of Education (School Operations)

cc Peter Wilding, Acting Chief Executive Officer New Zealand Christian Proprietors Trust

Hon Jan Tinetti

Minister of Internal Affairs
Minister for Women
Associate Minister of Education



Phil Johnson
Chairperson
The Peniel Charitable Trust Board Inc
P O Box 15-099
Miramar
Wellington 6022

Tēnā koe Phil

Thank you for submitting a proposal seeking my agreement for a change of proprietor for Miramar Christian School, from the Peniel Charitable Trust Board Inc to the New Zealand Christian Proprietors Trust.

I have considered all the information you have provided, and I am pleased to advise you that I have given my consent to the novation to effect the change of proprietorship. The change will be notified in the *New Zealand Gazette* and takes effect from the date which the Deed of Novation was countersigned.

I acknowledge the work that you and the Peniel Trust have done as the proprietor of Miramar Christian School and wish you the all the best for the future.

Nāku noa, nā

Hon Jan Tinetti

Associate Minister of Education (School Operations)

cc Peter Wilding, Acting Chief Executive Officer New Zealand Christian Proprietors Trust

Hon Jan Tinetti

Minister of Internal Affairs
Minister for Women
Associate Minister of Education



Andrew Green
Presiding Member
Miramar Christian School Board
41 Camperdown Road
Miramar
Wellington 6022

Tēnā koe Andrew

I have recently considered an application from the current proprietor of Miramar Christian School to change the proprietor to the New Zealand Christian Proprietors Trust.

After considering all the information provided to me, I am pleased to advise you that I agree to the novation which will give effect to the change of proprietorship.

The change will be notified in the *New Zealand Gazette* and takes effect from the date which the Deed of Novation was countersigned.

I wish the Board, staff, and students the best for the upcoming school year.

Nāku noa, nā

A handwritten signature in black ink, appearing to read 'J. Tinetti'.

Hon Jan Tinetti
Associate Minister of Education (School Operations)

Proactively Released

Notice for *New Zealand Gazette*

NOVATION OF INTEGRATION AGREEMENT

Pursuant to clause 9 of Schedule 6 to the Education and Training Act 2020, notice is given that a deed of novation has been signed between the Peniel Charitable Trust Board Incorporated as the original proprietor and the New Zealand Christian Proprietors Trust as the new proprietor of the following school:

- Miramar Christian School (4119).

The Minister of Education on behalf of His Majesty the King in Right of New Zealand has consented to the novation.

The deed of novation was executed on 21 January 2023.

A copy of the deed of novation is available for inspection without charge by any member of the public by writing to enquiries.wellington@education.govt.nz, or by visiting www.education.govt.nz.

Dated at Wellington this 21 day of January 2023.



Hon Jan Tinetti
Associate Minister of Education (School Operations)

DRAFT DEED OF NOVATION OF INTEGRATION AGREEMENT

Miramar Christian School, Wellington

Ministry of Education
PO Box 1666
Wellington

unlison Muly

Handwritten signatures and initials, including a large stylized 'M' and a signature that appears to be 'unlison'.

DEED dated

20XX

PARTIES

Peniel Charitable Trust Board Inc ("Original Proprietor")

New Zealand Christian Proprietors Trust ("New Proprietor")

HIS MAJESTY THE KING acting by and through the **MINISTER OF EDUCATION**
("Minister of Education")

INTRODUCTION

- A. The Original Proprietor and the Minister of Education established Miramar Christian School ("School") as an integrated school by deed of agreement dated 24/01/1991 as varied by supplementary agreements, ("Integration Agreement") pursuant to section 7(2) of the Private Schools Conditional Integration Act 1975.
- B. The Original Proprietor wishes to be released from, and the New Proprietor is willing to assume all of the Original Proprietor's rights, duties and obligations under the Integration Agreement and the Education and Training Act 2020 ("Education Act").
- D. The Original Proprietor and the New Proprietor, with the approval of the Minister, now wish to give effect to the change of proprietor by novation of the Integration Agreement.
- E. The Minister of Education is satisfied that the New Proprietor is capable of discharging the responsibilities of the proprietor under the Integration Agreement and Education Act, including responsibility for supervising, maintaining and preserving the education with a special character provided by the School, as defined in the Integration Agreement.

OPERATIVE PROVISIONS

With effect on and from the Effective Date specified in Clause 6. 1:

- 1. **NOVATION OF INTEGRATION AGREEMENT**
 - 1.1 The New Proprietor is substituted for the Original Proprietor under the Integration Agreement as if the New Proprietor had been an original party as proprietor under the Integration Agreement.
 - 1.2 All references in the Integration Agreement to the Original Proprietor in any capacity shall be read and applied as if they were references to the New Proprietor.



2. **RELEASE OF ORIGINAL PROPRIETOR**

- 2.1 The Original Proprietor is released from all obligations, duties and responsibilities as proprietor under the Integration Agreement with effect on and from the Effective Date specified in Clause 6.1.

3. **ASSUMPTION OF RIGHTS AND OBLIGATIONS BY NEW PROPRIETOR**

- 3.1 The New Proprietor assumes all the obligations, duties and responsibilities of the Original Proprietor and has all the rights and benefits of the Original Proprietor under the Integration Agreement and as prescribed under the Education Act.
- 3.2 The New Proprietor is responsible for all outstanding obligations, including obligations arising from any acts or omissions by the Original Proprietor in breach of the provisions of the Integration Agreement or Education Act, as if such obligations, acts or omissions were those of the New Proprietor.

4. **TRANSFER OF ORIGINAL PROPRIETOR'S INTEREST**

- 4.1 The New Proprietor has signed a lease to take over responsibility for the property from 1 January 2023. From this date the New Proprietor will fulfill its duties, obligations and responsibilities under the Integration Agreement and the Education Act as a consequence of the novation.
- 4.2 The Original Proprietor will execute any documents or other instruments for the transfer or assignment of such rights, interests or entitlements that are reasonably required by the New Proprietor for the purpose of compliance with clause 4.1.

5. **MINISTER'S APPROVAL TO NOVATION**

- 5.1 The Minister approves the novation of the Integration Agreement subject to the Original Proprietor and New Proprietor complying fully with the provisions of clause 4.

6. **EFFECTIVE DATE**

- 6.1 The effective date of novation is the date on which this deed is signed by all parties ("Effective Date").

7. **CONFIRMATION OF INTEGRATION AGREEMENT**

- 7.1 The Integration Agreement is amended by the substitution of the New Proprietor for the Original Proprietor by reason of novation but is confirmed in all other respects.

Signature

Signature

SIGNED AS A DEED

**THE COMMON SEAL OF
PENIEL CHARITABLE TRUST
BOARD INC** as the Original Proprietor
was affixed in the presence of:


Kim Coates

Signature of [Trustee] / [Director]



PHILIP ALAN JOHNSON

Signature of [Trustee] / [Director]

**THE COMMON SEAL OF NEW
ZEALAND CHRISTIAN
PROPRIETORS TRUST** as the New
Proprietor was affixed in the presence
of:





Signature of [Trustee] / [Director]



Signature of [Trustee] / [Director]

SIGNED for and on behalf of
HIS MAJESTY THE KING by
the **MINISTER, Associate**
Minister of Education,

Hon Jan Tinetti

in the presence of:

Melisa Webster

Signature of witness



Name of witness

Melisa Webster

Occupation

SPS

City/town of residence

Wellington