



## Education Report: Agreement to establish and integrate Harvest Christian School in Kerikeri

<b>To:</b>	Hon Chris Hipkins, Minister of Education		
<b>Date:</b>	12 March 2021	<b>Priority:</b>	High
<b>Security Level:</b>	In Confidence	<b>METIS No:</b>	1234276
<b>Drafter:</b>	Richard Abel, Manager Education	<b>DDI:</b>	9(2)(a)
<b>Key Contact:</b>	Hira Gage, Director of Education for Tai Tokerau	<b>DDI:</b>	
<b>Messaging seen by Communications team:</b>	No	<b>Round Robin:</b>	No

### Purpose of Report

This report seeks your agreement to the establishment and integration of Harvest Christian School, a proposed Year 1 – 8 non-denominational Christian full primary school in Kerikeri.

It also outlines the terms and conditions of the proposed integration agreement between the proprietor and the Crown. If you agree to this proposal, we ask that you countersign the attached integration agreement for the school.

### Summary

1. On 1 July 2020 you agreed to enter into negotiations to develop an integration agreement with the New Zealand Christian Proprietors Trust (NZCPT) (the proprietor) regarding the establishment and integration of Harvest Christian School in Kerikeri [METIS 1218088 refers].
2. It is proposed that Harvest Christian School, if approved, would be established as a Year 1 – 8 non-denominational Christian, co-educational full primary school in Kerikeri. The special character of the school is described as “non-denominational Christian education”. The maximum roll of the school would be 120 students.
3. The proprietor has provided evidence of demand through the provision of a waitlist of students in the Kerikeri catchment.
4. The long term intention of NZCPT is that the school would ultimately become a Year 1 – 13 composite school of up to 800 students. This would be in response to the proprietor’s expectation of population growth in the catchment and growth in the demand for Christian education. Provision of Year 9 – 13 education would be subject to approval and negotiated based on the demand in the local network at that time. The views of the schools consulted as part of this process would be sought at that time.

5. Although not in the National Education Growth Plan, Kerikeri is an area in the Tai Tokerau region with some school-aged population growth. We have managed growth at nearby schools to date by providing teaching space to the site capacity and implementing enrolment schemes.
6. Our network analysis indicates that the current capacity of local state schools is 1,738. Under the medium and high Statistics New Zealand series, local demand will not exceed capacity in the local schools. This however may change.
7. Should we need to increase the number of teaching spaces at the state school sites closest to that of the proposed school, it would be difficult and costly. Demolition and replacement with multi-storey buildings would be required at two of the sites, and we would request Budget approval for capital costs and temporary accommodation for existing students.
8. Managed growth of the proposed school for students that want a Christian education could reduce the possibility of needing Ministry-supplied roll growth classrooms at the state schools in the future.
9. The initial maximum roll of 120 students is considered appropriate to support the demand for this type of education in Kerikeri. Any increase to this maximum roll would need to be approved and would be considered within the context of the network at that time.
10. We have consulted with the boards of ten schools whose rolls might be affected by the proposed new school. Five responses were received with the majority in support, although concerns were raised about any potential impact if the roll was to increase over 120 students or if the school was to become a Year 1 – 13 school. ✓
11. Under clause 5 of Schedule 6 of the Education and Training Act 2020 (the Act), you have sole authority to approve the establishment of a school as a state integrated school.
12. If you agree to establish and integrate Harvest Christian School, the school would receive establishment funding estimated at \$274,221 (excl GST). This includes furniture and equipment, and library funding.
13. The Ministry of Education and NZCPT have negotiated the terms and conditions of the attached integration agreement. We are satisfied that the terms and conditions of integration have been met and we recommend that you sign the attached deed and approve the application.
14. The proposal meets the current Cabinet guidelines for the establishment of integrated schools. ✓

I have previously made it clear that integration of schools should not be seen as an alternative to preparing local state schools to cope with growth. Para 7 is therefore not a valid argument in favour of integration of this school.



## Recommended Actions

The Ministry of Education recommends you:

- a. **note** that on 1 July 2020 you agreed to enter into negotiations to develop an integration agreement with the New Zealand Christian Proprietors Trust for the establishment and integration of Harvest Christian School in Kerikeri, and that negotiation is complete;
- b. **note** that the Ministry has, on your behalf, consulted with Boards of all state schools whose rolls might be affected by the establishment of a new school and the consultation feedback is included for your consideration in this report;
- c. **agree** to establish and integrate Harvest Christian School into the state education system under clause 5 of Schedule 6 of the Education and Training Act 2020;

☒ Agree ☐ Disagree

- d. **agree** that the maximum roll of Harvest Christian School be 120 students with a non-preference component of 10%;

☒ Agree ☐ Disagree

- e. **approve** 1 July 2021 as the effective date of the integration of Harvest Christian School, with the school proposed to open in Term 1, 2022;

☒ Agree ☐ Disagree

- f. **sign** and have witnessed the attached deed of integration as marked, and initial each page;

- g. **sign** the attached *New Zealand Gazette* notice notifying establishment and integration of the school;

- h. **sign** the attached letters to the proprietor and local MPs, notifying them of your decision; and

- i. **agree** that this report be proactively released in line with your expectations that information be released as soon as possible. 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



Katrina Casey  
Deputy Secretary  
Sector Enablement and Support

12/3/2021



Hon Chris Hipkins  
Minister of Education

25/3/21

## Background

---

1. On 1 July 2020 you agreed to enter into negotiations to develop an integration agreement with the New Zealand Christian Proprietors Trust (NZCPT) (the proprietor) regarding the establishment and integration of Harvest Christian School in Kerikeri [METIS 1218088 refers].
2. The proposed new school will be situated on Waipapa Road, within 2 km of the Kerikeri town centre. It will serve the wider Kerikeri area, filling a gap between the two nearest non-denominational Christian Schools, in Kaikohe and Kaitaia. There has historically been a demand for Christian education provision in Kerikeri, which is currently only partly being met by the off-site unit of Kaikohe Christian School. ✓
3. The application arises due to the pending closure of the offsite campus of Kaikohe Christian School and would initially cater for that unit's 36 primary-aged students. ✓
4. It is proposed that Harvest Christian School, if approved, would be established and integrated as a Year 1 - 8 non-denominational Christian, co-educational full primary school in Kerikeri. The school would open in Term 1, 2022, with a maximum roll of 120 students.
5. The NZCPT has indicated that, should the school be established and integrated, over time it would seek to become a Year 1 - 13 composite school with a roll of up to 800 students, with 400 to 450 primary-aged students. However, any future request for an increase roll or year levels would have to be considered and approved by the Ministry, based on the demand on the local network at that time.

## Network Implications

---

6. The National Education Growth Plan (NEGP) identifies what we know from a range of sources about the anticipated locations and patterns of growth in school-aged children, as well as identifying measures that the Government might need to consider in order to meet growth through to 2030.
7. While Northland as a whole has experienced 18% growth between Census 2013 and Census 2018, Kerikeri is not a high growth area in the NEGP. However, it is part of the draft National Education Network Plan (NENP) and is in an area where some growth in the school-aged population is projected, and where some of the schools are near capacity, especially near Kerikeri itself.
8. The nearest primary school to the proposed site of Harvest Christian School, Kerikeri Primary School, is near capacity and operates an enrolment scheme. Riverview School, the next closest, is over capacity and also operates an enrolment scheme. Although there is some capacity in the primary school network, some school-aged population growth is expected and the proposed initial maximum roll of 120 students is not expected to negatively impact on this network.



## Management of the network

9. A network analysis has been undertaken. The table below shows the long term Statistics New Zealand age 5-12 population change projected for the catchment<sup>1</sup>. Under the high series, the local Year 1-8 (Age 5-12) population is projected to decrease by -1% between 2020 and 2025, and increase by 2.7% between 2020 and 2030. Under the medium series, the population is projected to decrease by -3.4% in the next ten years.

Table 1: Projected change in age 5-12 population in the proposed Harvest Christian School catchment

	2020-2025	2020-2030	2020-2035	2020-2040
High	-1%	2.7%	5.1%	6.2%
Medium	-5%	-3.4%	-3.9%	-5.9%
Low	-9%	11.3%	14.5%	19.4%

10. The current capacity of local state schools is 1,738. Under the medium and high Statistics New Zealand series, local demand will not exceed capacity in the local schools.
11. To date, the schooling demand in Kerikeri has been met by providing teaching spaces up to the capacities of the respective sites. We have secured funding for 50 additional teaching spaces over the 2019 - 2023 financial years. Over the next three years we expect to complete 24 of the 50 teaching spaces. We have also implemented enrolment schemes in the local schools. ✓
12. Should Kerikeri experience additional population growth, increasing the number of teaching spaces at the school sites closest to that of the proposed school would be costly. Demolition and replacement with multi-storey buildings would be required at two of the sites, requiring future Budget approval for capital costs and temporary accommodation for existing students.
13. The proposed school's future growth will be managed to match the demand for Christian education within the context of population growth in the catchment so as not to negatively impact on local state schools. If managed, the growth at the proposed school could reduce the need for Ministry-provided roll-growth classrooms at local state schools in future.
14. A maximum roll of 120 students has been negotiated with the proprietor. Initially, 36 students will come from the existing Kaikohe Christian School satellite unit. The additional 84 students would have little network impact.
15. The proprietor has provided a waitlist of families. This list shows the names and address of 85 prospective students through to 2024. Most of these students reside in and around Kerikeri. There are eight residing in Kaeo and one in Russell. ✓
16. A maximum roll of 120 is considered appropriate to support the demand for this type of education in Kerikeri. Managed growth of the proposed school may also reduce the need for Ministry-supplied roll growth classrooms in the future.

<sup>1</sup> Kerikeri; Haruru Falls; Kapiro; Waitangi; and Waihou Valley.



17. We do not expect any state school to be adversely affected, or to become marginal, by the proposed school.

## Consultation

---

18. We have consulted the boards of state schools whose rolls might be affected if you agree to establish and integrate the school. Ten schools were asked to comment on the application with replies received from five.
19. Three responses in support were received from Kerikeri High School, Riverview School and Kaikohe Christian School.
20. Kaikohe Christian School and Riverview School both noted that the long-term plan is to establish a Year 1 -13 school with a roll of 800. Both schools sought assurance that they would be consulted on any application to change the type of the proposed school or an increase in maximum roll. ✓
21. The Oromahoe Board of Trustees supports the school being established with a roll of 120 students, but not of it growing above 120 students. The board noted that it struggles to retain its Year 7 – 8 students and that it will be impacted negatively if the application is approved. The response from Oromahoe School noted that the proposed school might impact on its staffing and ability to source relievers. ✓
22. Kerikeri Primary School noted the close proximity of the proposed school to its site. The school commented that it will have a negative impact on its roll and that it does not support its establishment. The response from Kerikeri Primary School also raised concerns about the ability of schools to source teachers and relievers within this network.

## Ministry comment

23. Oromahoe School is a Year 1 – 8 full primary, located in Kaikohe, 18 kilometres away from the site of the proposed school. The school's roll has grown over the past five years from a roll of 63 students in March 2015 to a roll of 130 students in March 2020. While there are likely to be some enrolments from the Oromahoe School catchment, we consider that the impact of the proposed new school will be minimal.
24. Kerikeri Primary School is the nearest primary school to the proposed site of Harvest Christian School. Kerikeri Primary School is near capacity and operates an enrolment scheme. The school's site is also unable to accommodate further teachings spaces without demolishing existing spaces and rebuilding multi-storey.
25. We have considered the teaching workforce question raised during the consultation. As part of its deed of integration NZCPT has designated all teaching positions as positions of importance carrying a responsibility for religious instruction. This means that a willingness and an ability to take part in religious instruction appropriate to the school are conditions of appointment to all teaching positions. This will limit the eligibility of existing teachers. It is also likely that the school will draw on staff from within its own Christian schooling network, which would include some moving to the area, increasing the total teacher resource in the town.

26. We have considered the impact on the five schools that did not respond to the consultation and consider that if the application is approved the impact on these schools will be minimal.

### Legislative requirements

---

27. Under clause 5 of Schedule 6 of the Education and Training Act 2020 you have sole authority to approve the establishment and integration of a state integrated school.
28. Subject to your approval, Harvest Christian School would have an effective establishment and integration date of 1 July 2021, with the expectation that it would open for instruction as an integrated school in Term 1, 2022.
29. The proposed proprietor, NZCPT, has established experience in being the proprietor of a number of state integrated schools. These operate successfully to provide education within the New Zealand curriculum.

### *The proposed terms of integration*

30. The Ministry and the NZCPT have negotiated the deed of integration that will establish Harvest Christian School as a state integrated school, subject to your approval. The following terms have been agreed:
- a. The proprietor is the New Zealand Christian Proprietors Trust.
  - b. Harvest Christian School will provide co-educational education for Year 1 – 8 students.
  - c. The proposed new school will be built on a site at 361 Waipapa Road, Kerikeri.
  - d. The special character of the school will be non-denominational Christian in character and established to serve the families and wider Christian community of Kerikeri and its surrounds.
  - e. The effective date of integration will be 1 July 2021.
  - f. The opening maximum roll will be 120 students.
  - g. The non-preference roll will be 10% of the maximum roll.
31. An original copy of the deed of integration is attached as Annex 1. To be valid you must sign it, initialling each page, and have this witnessed.
32. To be eligible to apply for the integration of a school the proposed proprietor must be a body corporate and own, lease, or hold in trust the property to be integrated. NZCPT is an incorporated charitable trust, and leases the property proposed for the new school.

### Property

---

33. The proprietor has leased land from the Faith Harvest Trust at 361 Waipapa Road, Waipapa, Kerikeri. The lease is for 30 years (10 years with two 10 year rights of renewal) and the proprietor has shared its plans to develop the site with us.



34. The initial build will accommodate 50 students, with the full Stage 1 build accommodating 125 students (five teaching spaces).
35. The NZCPT advises that it will seek Policy 2 funding in the future for additional classrooms (it is not eligible for whole school Policy 2 funding), but is able to build the school without it.
36. Policy 2 funding is discretionary for schools that meet the criteria. It funds 85% of the above ground costs for schools that are in areas where the state network is at 85% capacity, and where it would save the Crown from funding property at state schools. Currently Policy 2 funding provides of 3-4 teaching spaces a year, across the state integrated school network. Most proprietors apply for it but ensure that they have a plan for managing costs without it as it is only a small fund for all state integrated schools. This funding is therefore commonly provided only to high priority projects.
37. If approved, the school would receive establishment funding estimated at \$274,221 (excl GST). This includes furniture and equipment, and library funding.

## Financial implications

---

### *Resourcing*

38. Based on the initial roll of 80 students in 2022 and a maximum roll of 120, the annual costs to the Crown are set out in the following table.

**Table 1: Resourcing projections for Harvest Christian School**

Roll	Staffing	Operations Grant	Salaries	Total
80 (proposed opening roll) 2022	4.7 FTTE and 3 units	\$178,597	\$469,636	\$648,233
120 (maximum roll)	6.5 FTTE and 5 units	\$239,488	\$649,496	\$888,984

## School transport

---

39. Subject to criteria including absence of suitable public transport, school transport assistance may be provided in the form of conveyance allowance or a place on a Ministry bus. The special character status of the school will be taken into account when considering the provision of school transport assistance.
40. Students attending a state integrated school must attend the closest school of its type to be eligible for school transport assistance. The next closest non-denominational Christian schools are in Kaikohe and Kaitaia.



## Other matters

---

### *Establishment Board of Trustees*

41. Every new school has an Establishment Board of Trustees (EBOT). The EBOT'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 development of the curriculum.
42. Once nominations for EBOT membership have been 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.
43. Should you agree to the integration, 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.

### *Attendance dues*

44. Should integration proceed, the proprietor will be entitled to charge attendance dues as a term of the integration agreement. The proprietor will apply to the Ministry, providing details of its debt against the state integrated property, and we will set the maximum attendance dues that can be charged.

## Risks and issues

---

45. There is a risk that if the school were not ready to open for 2022 and the current lease at Waimate could not be extended for a year there would need to be alternative arrangements for approximately 36 students for one year. We consider this a low risk given the timeframe and the plans of NZCPT.

## Conclusion

---

46. We recommend that you agree to establish and integrate Harvest Christian School for the following reasons:
  - a. Although not in the National Education Growth Plan, Kerikeri is an area in the Tai Tokerau region with some school-aged population growth.
  - b. We have managed growth at nearby schools to date by providing teaching space to the site capacity and implementing enrolment schemes.
  - c. No state school will be made marginal by the proposed establishment and integration.
  - d. The proprietor has provided evidence of demand through the provision of a waitlist of students in the Kerikeri catchment.
  - e. We are satisfied that the NZCPT will be able to meet its obligations as proprietor and with the terms and conditions of the attached integration agreement.

## Next Steps

---

47. If you approve the establishment and integration of Harvest Christian School you are asked to sign, initial each page, and have witnessed the integration agreement attached (Annex 1). Please return this to the Ministry.
48. Please also sign the attached notice for the *New Zealand Gazette* (Annex 2), and the letters to the proprietor (Annex 3) and local MPs (Annex 4).
49. If you approve the integration, we will work with the EBOT, the governance facilitator and the Education Review Office to ensure the school is open for Term 1, 2022.
50. If you do not approve the integration, we will prepare a decline letter to the proprietor for you to sign.

## Proactive Release

---

51. It is intended that this education report and the stage one report for this application is proactively released as per your expectation that information be released as soon as possible. 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 Integration

Annex 2: *New Zealand Gazette* notice

Annex 3: Letter to proprietor

Annex 4: Letters to local MPs



Annex 1: Deed of Integration

Proactively Released

## INTEGRATION AGREEMENT

This Agreement is made as a Deed on the 25th day of March 2021

**Between:**

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

and

**NZ Christian Proprietors Trust** ("the Proprietor"),  
Together **the Parties**.

---

### Background

- A. The Proprietor is a Charitable Trust that intends to establish and integrate **Harvest Christian School** ("the School").
  - B. The School will be for students from Year 1 to Year 8 offering education with a special character as defined in the Act and described in this Agreement.
  - C. The Proprietor is the lessee of 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 July 2021.
  - (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 sections 211, 212 and 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 clause 5 of Schedule 6 of the Act to provide education with a special character (through its teaching and conduct) that has as its foundation a bible-based faith following the living example of Jesus Christ.
- 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 character<sup>2</sup>;
  - (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.

---

<sup>2</sup> The Proprietor does not have sole responsibility for maintaining the school's special character but has ultimate responsibility for this.

### School programme

- 7 The parties agree that religious observances and religious instruction form part of the education with a special character provided by the School. The instruction and observances that are to form part of the School's programme after integration include but are not limited to; prayer, praise, devotional worship, acknowledgement of and participation in events on the Christian calendar, chapel services.

### School premises

- 8 As at the Effective Date the Proprietor is the lessee of 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 should have reasonable access to the use of the school for its own purposes when not in use for school purposes.
- (a) 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 school's religious character.
- (b) 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 maintain the special character of the School.
- 12 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).
- 13 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; 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.
- 14 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).
- 15 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 clauses 39(2)(g) and (h) of Section 6 of the Act.
- 16 Nothing in clause 13 or 14 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

- (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 of Trustees 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(a) – 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(a) – 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(a) – 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(a) – 23.

- (a) If the Proprietor is in breach of its obligations under clauses 16(a) – 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(a) – 29 of this Agreement on giving 14 days notice to the Proprietor.
- (c) If clauses 16(a) – 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 120. 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 10% 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 permanent teaching positions.**

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 clauses 53(2) and 53(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.

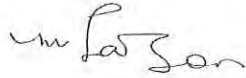
### Notices

- 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, Network and School Delivery, Ministry of Education, PO Box 1666, Wellington, facsimile (04) 463 8252
  - (b) All notices to be sent to the Proprietor must be sent to **P O Box 306, Orewa 0946** or **warren@nzcpt.nz**.
- 

*W*

## Execution

Signed on the 9 February 2021:  
for the **NZ Christian Proprietors Trust** by:



**Mark Larson, Chairman**  
in the presence of:



Name: Warren Peat  
Occupation: Chief Executive Officer  
Location: 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 25<sup>th</sup> day of March 2021 by:

**Her Majesty the Queen in right of New Zealand, acting by and through the Minister of Education:**

  
\_\_\_\_\_

in the presence of:

  
\_\_\_\_\_

Name: David Choat  
Occupation: Ministerial Advisor  
Location: Wellington



**SCHEDULE 1: PROPRIETOR'S LAND**

Proactively Released



RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy



  
R.W. Muir  
Registrar-General  
of Land

Identifier 322432  
Land Registration District North Auckland  
Date Issued 01 May 2007

Prior References  
NA28C/987

---

Estate	Fee Simple
Area	5.2037 hectares more or less
Legal Description	Lot 2 Deposited Plan 380472

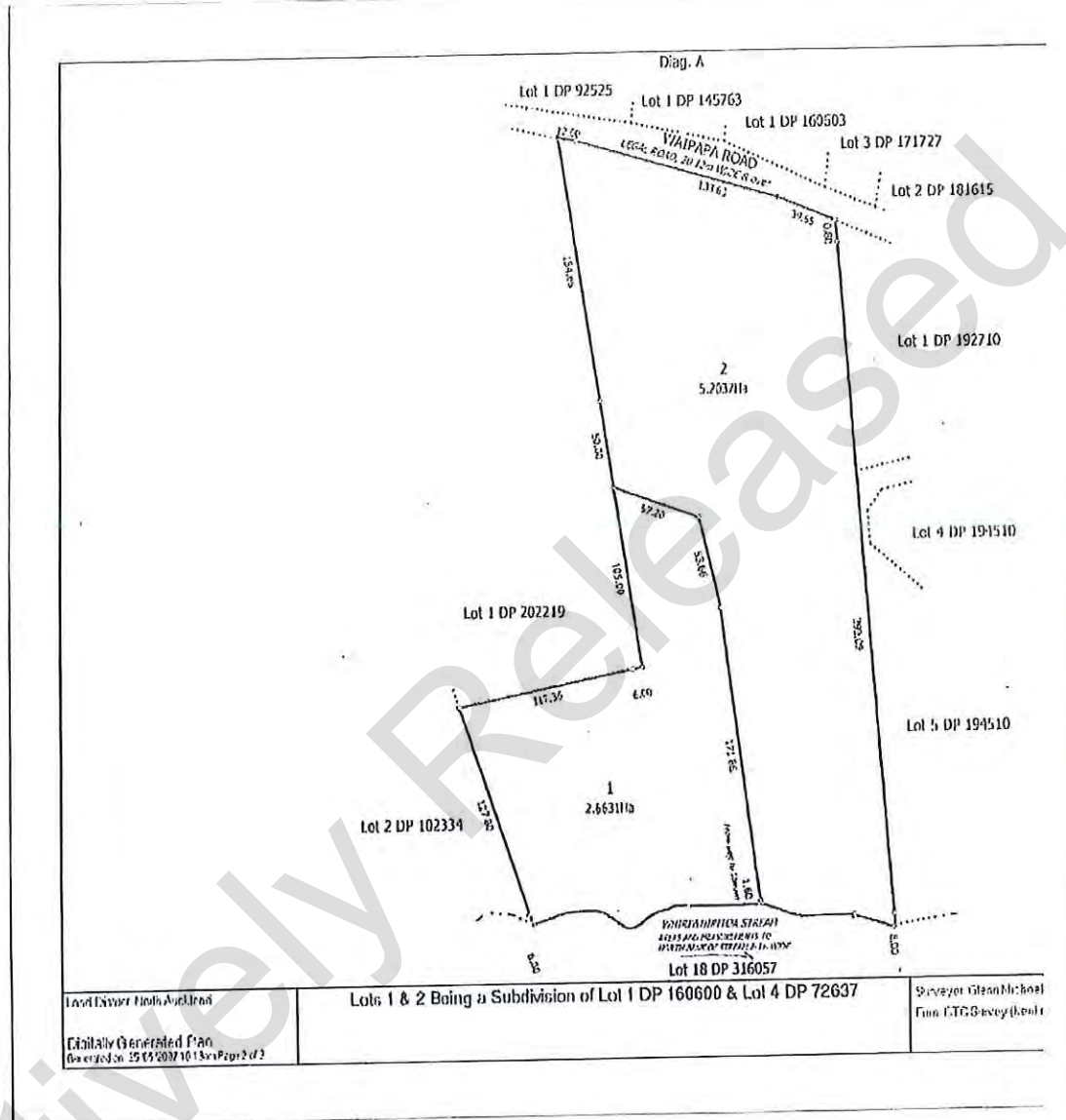
Registered Owners  
JRWT Trustees Limited

---

Interests

---

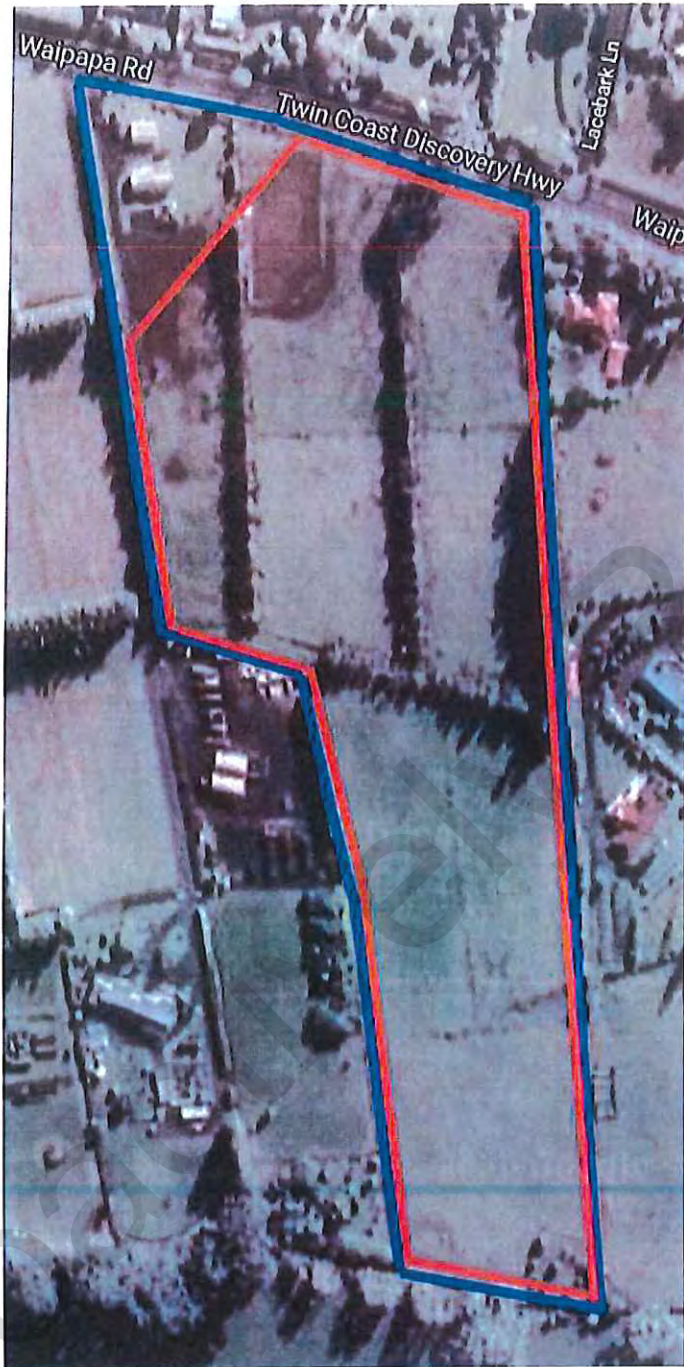




**SCHEDULE 2: SCHOOL PREMISES**

Proactively Released





Proprietors Land

Integrated Area

**SCHEDULE 3: WORKS**

Proactively Released



Harvest Christian School  
 Building and space allocation  
 Date 17/12/2019

	Stage 1 120 Students	Stage 2 130 Students	Total Build 250 Students
Teaching	365.01	427.50	792.51
Library	30.99	39.43	70.42
Administration	128.37	29.14	157.51
Resource	57.48	36.90	94.38
Multi Purpose Hall	-	150.57	150.57
<b>Total Net</b>	<b>581.85</b>	<b>683.54</b>	<b>1,265.39</b>
Facilities / Circulation	34.09	30.44	64.53
Ancillary - Caretaker/Sports	-	72.00	72.00
Ancillary - Pool Change	-	48.00	48.00
<b>Total Gross</b>	<b>615.94</b>	<b>713.98</b>	<b>1,449.92</b>

## 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(a) 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 2 of this Schedule applies and if the Deemed Sum has been paid in whole or in part in accordance with Clause 16(a) 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 1 (the sum so calculated being referred to as "the Revised Sum").
4. Subject to the provisions of Clause 5 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 1 of this Schedule for the whole year, payable for the period from the Effective Date to the end of that year.

Proactively Released

Proactively Released



**Hon Chris Hipkins**

MP for Remutaka  
Minister for COVID-19 Response  
Minister of Education  
Minister for the Public Service  
Leader of the House



## NOTICE FOR THE NEW ZEALAND GAZETTE

### 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 Harvest Christian School in Kerikeri, has been signed between the Minister of Education on behalf of Her Majesty the Queen in right of New Zealand and New Zealand Christian Proprietors Trust.

Harvest Christian School will be established as a state integrated school on 1 July 2021.

The integration agreement was executed on the       day of       2021. A copy of the integration agreement is available without charge to any member of the public by emailing the Ministry of Education at [enquiries.national@education.govt.nz](mailto:enquiries.national@education.govt.nz) or by visiting [www.education.govt.nz](http://www.education.govt.nz).

Dated at Wellington this 25th day of March 2021.

A handwritten signature in blue ink, appearing to be 'CH'.

**Hon Chris Hipkins**  
**Minister of Education**

Annex 3: Approval letter to proprietor

Proactively Released



# Hon Chris Hipkins

MP for Remutaka

Minister for COVID-19 Response

Minister of Education

Minister for the Public Service

Leader of the House



Warren Peat  
NZ Christian Proprietors Trust  
P O Box 306  
OREWA 946

Dear Warren

I am pleased to advise that I have approved the establishment and integration of Harvest Christian School into the state education system. The effective date of integration is 1 July 2021, which will enable the school to open for instruction at the beginning of Term 1, 2022.

As agreed during the negotiation process the school will open as a Year 1 – 8 co-educational full primary school. The maximum roll of the school will be 120 students with a 10% maximum non-preference roll, subject to the provision of adequate teaching space. I am aware of the long term wish for Harvest Christian School to provide secondary education. This will be subject to further consideration at the time an application to provide secondary education is made.

The school is not eligible for whole school Policy 2 funding.

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 attendance dues that can be charged.

The establishment and integration of this school is the culmination of considerable planning between you as the proprietor and the Ministry, which is reflected in the partnership created through signing the deed of integration.

The Ministry of Education's Tai Tokerau office will be in contact with you shortly to progress the establishment process. Your primary contact is Richard Abel (email: [Richard.abel@education.govt.nz](mailto:Richard.abel@education.govt.nz) or phone: 027 271 3296).

I look forward to hearing of the progress of Harvest Christian School, and I wish you well as you prepare the school for opening in 2022.

Yours sincerely

**Chris Hipkins**  
**Minister of Education**

cc Kevin Shore, CEO, Association of Proprietors of Integrated Schools

Hira Gage, Director of Education for Tai Tokerau

Proactively Released

# Hon Chris Hipkins

MP for Remutaka

Minister for COVID-19 Response

Minister of Education

Minister for the Public Service

Leader of the House



Willow-Jean Prime  
MP for Northland  
Parliament Buildings  
WELLINGTON 6160

Dear Willow-Jean

I am pleased to advise that I have approved the establishment and integration of Harvest Christian School into the State education system. The effective date of integration is 1 July 2021, with the school opening as a state integrated school in time for Term 1, 2022.

The NZ Christian Proprietors Trust is the proprietor for this Year 1 – 8 primary school, which will be located on 361 Waipapa Road, Waipapa, KeriKeri.

I consider that this school could assist with meeting future pressure on the state school network as well as meeting local demand for this type of special character education. Kerikeri is one of the growth areas of Tai Tokerau, with a number of schools already at capacity and operating enrolment schemes.

Yours sincerely

**Chris Hipkins**  
Minister of Education



# Hon Chris Hipkins

MP for Remutaka

Minister for COVID-19 Response

Minister of Education

Minister for the Public Service

Leader of the House



Hon Kelvin Davis  
MP for Te Tai Tokerau  
Parliament Buildings  
WELLINGTON 6160

Dear Kelvin

I am pleased to advise that I have approved the establishment and integration of Harvest Christian School into the State education system. The effective date of integration is 1 July 2021, with the school opening as a state integrated school in time for Term 1, 2022.

The NZ Christian Proprietors Trust is the proprietor for this Year 1 – 8 primary school, which will be located on 361 Waipapa Road, Waipapa, KeriKeri.

I consider that this school could assist with meeting future pressure on the state school network as well as meeting local demand for this type of special character education. Kerikeri is one of the growth areas of Tai Tokerau, with a number of schools already at capacity and operating enrolment schemes.

Yours sincerely

**Chris Hipkins**  
Minister of Education