



Education Report: Agreement to establish and integrate St Ignatius of Loyola Catholic College in Drury, Auckland

To:	Hon Chris Hipkins, Minister of Education		
Cc:	Hon Jenny Salesa, Associate Minister of Education		
Date:	16 July 2020	Priority:	High
Security Level:	In Confidence	METIS No:	1224765
Drafter:	Theresa Webb, Senior Advisor	DDI:	s 9(2)(a)
Key Contact:	Isabel Evans, Director of Education for Auckland	DDI:	
Messaging seen by Communications team:	N/A	Round Robin:	No

Purpose of Report

This report seeks your agreement to the establishment and integration of St Ignatius of Loyola Catholic College in Drury, Auckland. 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 College.

This report also seeks your agreement to decapitate three of the proprietor's primary schools - Holy Trinity Catholic Primary School (Takanini) (743), St Mary's Catholic School (Papakura) (1502) and St Joseph's School (Pukekohe) (1497) - from full primary (Year 1-8) schools to contributing primary schools (Year 1-6). This is part of the proprietor's integrated plan for establishing the college.

If you do not agree, we will prepare a decline letter for your signature.

Summary

1. On 26 September 2019 you agreed to enter into negotiations to develop an integration agreement with the Roman Catholic Bishop of the Diocese of Auckland (the proprietor), regarding the establishment and integration of St Ignatius of Loyola Catholic College, Auckland. [METIS 1197897 refers].
2. The special character of the school is described as "Roman Catholic education".

3. It is proposed that St Ignatius of Loyola Catholic College will open for instruction in 2023 for Year 7 – 9 students and then grow year levels progressively until 2027 when it will be a Year 7-13 co-educational state integrated composite school.
4. To support the establishment of St Ignatius of Loyola Catholic College, the proprietor has proposed to decapitate three of its primary schools - Holy Trinity Catholic Primary School (Takanini), St Mary's Catholic School (Papakura) and St Joseph's School (Pukekohe) - from Year 1 – 8 schools to Year 1 – 6 schools.
5. The proprietor has applied for this change to occur in line with the opening of St Ignatius of Loyola Catholic College. The Year 7 – 8 students at these schools will feed into of St Ignatius of Loyola Catholic College, becoming foundation students.
6. The proposed college will be built on a site owned by the proprietor on Burt Road, Drury, Auckland. If approval is granted, a two-staged build will occur to provide educational facilities for students. The application is not eligible for Policy 2 funding. The Diocese has advised that it has funding available for the initial build and that it does not anticipate the need for classroom only Policy 2 funding for the planned subsequent build programme.
7. A 10 year growth plan for this area is included in the National Education Growth Plan (NEGP). The Papakura, Rosehill, Drury catchment plan identifies that schooling within Drury is currently under pressure with a need for additional capacity over the next 10 years and beyond. We project an increase in student numbers of between 11,500 and 12,600 by 2030.
8. The Drury catchment is expected to be the highest growth area in the Auckland region. We are planning the design and construction of new schools at Drury, including two primary schools and at least one additional state secondary school.
9. Analysis shows that there are approximately 560 students travelling from the proposed school's catchment to more distant Catholic secondary provision. We anticipate that the new college's establishment and integration would therefore relieve pressure on these existing secondary/composite schools that are operating at, or close to, their maximum rolls.
10. Consultation on the application to establish the college has been undertaken and seven responses received. Of these, six were from state integrated Catholic secondary schools which, while supportive of St Ignatius of Loyola Catholic College, suggested that it open with an enrolment scheme to limit any impact upon their rolls.
11. Papakura High School strongly opposed the establishment and integration of the school. The roll of Papakura High School fell from a July 2010 roll of 1010 students to a July 2016 roll of 498. Since 2016, the roll has been steadily increasing to a July 2019 roll of 606 students. This is due in part to in-zone growth for other local secondary schools, such that they cannot now take as many out-of-zone students, who consequently now have to attend Papakura High School instead of travelling to those other schools. The school considers that the establishment of St Ignatius of Loyola Catholic College will have a negative impact on its roll and the work that it has undertaken to grow its roll.

12. The previously falling roll at Papakura High School has been an area of concern to the Ministry as it results in unused capacity. Any new secondary provision in this area, whether Catholic or ordinary state school education, could further impact Papakura High School's roll if the network is not appropriately managed.
13. Measures determined by our network review, encompassing St Ignatius and the proposed new state secondary school will, amongst other things, ensure Papakura High School is not adversely effected by establishment of either new school. The following measures address this in relation to St Ignatius:
- The initial roll of St Ignatius will come largely from decapitation of the three feeder primary schools. ✓
 - The staggered maximum roll, with low numbers initially, would help minimise any impact on Papakura High School's roll. ✓
 - The implementation of enrolment schemes at Catholic secondary/composite schools following our network review will ensure that St Ignatius' capacity is in large part taken up by student numbers currently leaving the area to go to those schools. We note the high number of such students currently travelling outside the area (560) is more than half of the proposed maximum roll of St Ignatius. This is without considering the future population growth in the Drury area. ✓
 - Implementation of an enrolment scheme at St Ignatius will address any potential loss of Catholic students from outside that zone who would otherwise attend Papakura High School. ✓
 - The projected level of demand makes it unlikely that St Ignatius will be taking out-of-zone students in the long term. ✓
 - The non-preference roll is 5 percent (45 students at the final maximum roll). We consider it unlikely that there will be available places for non-preference students in the long term. ✓
14. We consider no state school will be made marginal by establishment of St Ignatius Catholic College. ✓
15. During the proprietor's consultation process, concerns were raised about the proposal to decapitate the three primary schools. Submitters, while supportive of the establishment of St Ignatius of Loyola Catholic College, questioned the Year 7 – 13 pathway. The proprietor has advised that it prefers the 7 – 13 pathway (rather than the 9 – 13 pathway). It has stated that "the Year 7 – 13 model of secondary education provides the best educational outcomes for students". This is the model for all but one of its other Catholic composite schools in Auckland.
16. The proposed decapitation would have an initial negative impact on the rolls of each school through the loss of Year 7 and 8 students. The proprietor has advised that it would support the schools through this change and that it considers this would be a short term decrease. The three schools are located in areas of growth and it is anticipated that the rolls would, within a reasonable time, reflect the population growth that is occurring within their catchments.

17. The Ministry and the Diocese have negotiated the terms and conditions of the attached integration agreement.
18. We recommend that you approve the establishment and integration of St Ignatius of Loyola Catholic College, and set a staggered maximum roll to eventually accommodate 900 students, with a maximum non-preference roll of five percent.
19. We are satisfied that the terms and conditions of integration have been met and recommend that you sign the attached deed.
20. We also recommend you agree to the simultaneous decapitation of the three primary schools. If you agree, supplementary agreements will be prepared by the proprietor and signed by the Ministry under delegated authority. We will also prepare formal letters to the boards of trustees notifying them of the change, as required by section 150 of the Act.

Recommended actions

The Ministry of Education recommends that you:

- a. **note** that you have agreed to negotiate an integration agreement for the establishment and integration of a new Catholic Year 7 – 13 composite school in Drury, Auckland, and that the Ministry of Education has completed consultation on this proposal and the associated proposal to decapitate the proprietor's three local primary schools [METIS 1197897 refers];

Noted

- b. **agree** to establish and integrate St Ignatius of Loyola Catholic College into the state education system under section 421 of the Education Act 1989;

☒ Agree ☐ Disagree

- c. **agree** that the maximum roll of St Ignatius of Loyola Catholic College shall be staggered in the following increments;

- a. 340 in 2023
- b. 470 in 2024
- c. 610 in 2025
- d. 760 in 2027
- e. 900 in 2029.

☒ Agree ☐ Disagree

- d. **agree** that the maximum non-preference roll be set at 5% of the maximum roll;

☒ Agree ☐ Disagree

- e. **approve** 1 January 2021 as the effective date of the integration of St Ignatius of Loyola Catholic College with the school expected to open in 2023;

☒ Agree / ☐ Disagree

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

- g. **sign** and have witnessed the attached deed of integration as marked;

- h. **agree** that Holy Trinity Catholic Primary School (Takanini) change from a full primary (Year 1–8) to a contributing primary school (Year 1–6), with effect from 2023;

☒ Agree / ☐ Disagree

- i. **agree** that St Mary's Catholic School (Papakura) change from a full primary (Year 1–8) to a contributing primary school (Year 1–6), with effect from 2023;

☒ Agree / ☐ Disagree

- j. **agree** that St Joseph's School (Pukekohe) change from a full primary (Year 1–8) to a contributing primary school (Year 1–6), with effect from 2023;

☒ Agree / ☐ Disagree

- k. **note** that supplementary agreements will be prepared to reflect the change in year levels at these three primary schools, and the Ministry will give the boards of trustees formal written notice under section 150 of the Act;

Noted

- l. **sign** the attached letters to the proprietor and local MPs notifying them of your decisions;

- m. **agree** to proactively release this Education Report in line with your expectations that information be released as early 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

15/7/2020



Hon Chris Hipkins
Minister of Education

24/7/2020

Background

1. On 26 September 2019 you gave approval to enter into negotiations for an integration agreement with the Roman Catholic Bishop of the Diocese of Auckland to establish and integrate St Ignatius of Loyola Catholic College, Drury, Auckland. [METIS 1197897].
2. It is proposed that the school will be a Year 7 – 13 co-educational composite school. The special character of the school is described as "Roman Catholic education".
3. To support the establishment of St Ignatius of Loyola Catholic College, the proprietor has proposed the decapitation of Holy Trinity Catholic Primary School (Takanini), St Mary's Catholic School (Papakura) and St Joseph's School (Pukekohe) from Year 1- 8 schools to Year 1 – 6 state integrated schools.
4. The proprietor has applied for this change to occur in line with the opening of St Ignatius of Loyola Catholic College. The Year 7 – 8 students at these schools would feed into of St Ignatius of Loyola Catholic College, becoming its foundation students. This would minimise the impact on the ordinary state primary schools in the area.
5. It is proposed that, if integration is approved, the college would establish and open as a state integrated school in Term 1, 2023. The three primary schools would decapitate at the same time.

The three primary schools

Holy Trinity Catholic Primary School (Takanini)

6. Holy Trinity Catholic Primary School is a decile 3, state integrated, co-educational, Year 1 – 8 full primary school located in the Papakura electorate. The school opened as a state integrated school in 2017 and its roll has grown to a July 2019 roll of 203 students. Of this roll, 23 students were Year 7 and 9 were Year 8.
7. The maximum roll of the school is 250 students. The July roll since 2017 is outlined in the table below:

Table 1: Holy Trinity Catholic Primary School (Takanini) rolls 2017 to 2019

Year	2017	2018	2019
Roll	73	149	203

8. The composition of the July roll was 15.8% Maori, 29.1% Pacific, 39.9% Asian, 8.4% European and 6.9% other.

St Mary's Catholic School (Papakura)

9. St Mary's Catholic School (Papakura) is a decile 4, state integrated, co-educational, Year 1 – 8 full primary school located in the Papakura electorate. The school had a 1 July 2019 roll of 287 students. Of this roll, 29 were Year 7 and 22 were Year 8.
10. The maximum roll of the school is 475 students. The July roll since 2017 is outlined in the table below:

Table 2: St Mary's Catholic School (Papakura) rolls 2015 to 2019

Year	2015	2016	2017	2018	2019
Roll	280	302	297	300	287

11. The composition of the July roll was 15.3% Maori, 31.4% Pacific, 18.8% Asian, 23.3% European and 10.5% other.

St Joseph's School (Pukekohe)

12. St Joseph's School (Pukekohe) is a decile 4, state integrated, co-educational, Year 1 – 8 full primary school located in the Hunua electorate. The school had a 1 July 2019 roll of 287 students. Of this roll, 43 were Year 7 students and 39 were Year 8.
13. The maximum roll of the school is 435 students. The July roll since 2015 is outlined in the table below:

Table 3: St Joseph's School (Pukekohe) rolls 2015 to 2019

Year	2015	2016	2017	2018	2019
Roll	387	395	379	379	361

14. The composition of the July roll was 13.3% Maori, 24.7% Pacific, 16.1% Asian, 44.3% European and 1.7% other.

Integration agreement

15. The Ministry and proprietor have negotiated a deed of integration that will establish and integrate St Ignatius of Loyola Catholic College into the state system, subject to your approval. The following terms have been agreed upon:
- The proprietor will be the Roman Catholic Bishop of the Diocese of Auckland. The applicant is a corporation sole.
 - St Ignatius of Loyola Catholic College will provide co-educational education for Year 7 – 13 students.

c. The effective date of integration is 1 January 2021.

d. The proprietor has defined the college's special character as:

"based on, the values of Jesus Christ, as expressed in the Scriptures and in the practices, worship and doctrine of the Roman Catholic Church, as determined from time to time by the Proprietor. The School is a Roman Catholic school but with the charism of the Society of Jesus."

The philosophy of a Jesuit education is specified in Schedule 5 of the integration agreement.

e. The maximum roll will be staggered to eventually grow to 900 students by 2027. The increments that have been negotiated are:

- i. 340 in 2023
- ii. 470 in 2024
- iii. 610 in 2025
- iv. 760 in 2027
- v. 900 in 2029

f. The maximum non-preference roll will be 5% of the maximum roll.

g. The land and buildings are identified and recognised in the integration agreement.

h. The proprietor may charge attendance dues.

16. An original copy of the deed of integration is attached as Annex 2. To be valid you must sign it and have this witnessed.

Consultation

Ministry consultation

17. On your behalf we consulted with all schools whose rolls might be affected if the application to establish and integrate St Ignatius of Loyola Catholic College were approved. Due to the interconnectedness of the applications, we combined the consultation on the three proposed decapitations with the consultation regarding the establishment of St Ignatius of Loyola Catholic College.

18. Six of the existing state integrated Catholic secondary schools within Auckland replied regarding the establishment St Ignatius of Loyola Catholic College. All were supportive of the establishment of a new Catholic state integrated secondary school to serve the Catholic population in Drury. The one concern they raised was that the college should open with an enrolment scheme to ensure that there is limited impact on the existing Catholic secondary network.

19. One state school, Papakura High School, responded to the consultation. Papakura High School strongly opposes the establishment of St Ignatius of Loyola Catholic College. A copy of the letter from Papakura High is attached as Annex 1 to this report. In its response it stated that

- a. it has a large number of Catholic families who are part of its community, and the establishment of the new school will see it lose these families
 - b. the proposed school will attract other families
 - c. it has worked hard to rebuild its roll and that this application will significantly impact on its further progress.
20. With respect to the proposed decapitations no comments were received by the Ministry during the consultation phase (though one area of concern was raised through the proprietor's consultation, noted below).

Proprietor's consultation

21. The proposal to decapitate the three schools has been discussed by the proprietor as part of its planning for the new college. The proprietor has advised that the boards of the affected schools have been aware of the proposed change for some time.
22. As part of the application process the proprietor undertook his own consultation and has advised that majority of staff were in support of the proposed decapitations. The table below outlines the results of the community and staff consultation at St Mary's, St Joseph's and Holy Trinity schools.

Table 4: Responses to proprietor's consultation

School	Parent Consultation re Decapitation				Staff Consultation re Decapitation			
	Agree		Disagree		Agree		Disagree	
	No	%	No	%	No	%	No	%
St Joseph's Pukekohe	35	57.4	26	42.6	15	88.2	2	11.8
St Mary's Papakura	45	95.7	2	4.3	11	91.6	1	8.3
Holy Trinity Takanini	30	90.9	3	9.1	10	100	0	0

23. During the consultation process, concerns were raised about the proposal to decapitate the three primary schools. Submitters, while supportive of the establishment of St Ignatius of Loyola Catholic College, questioned the Year 7 – 15 pathway.
24. In its response the Diocese noted that of the 15 Catholic state integrated secondary or composite schools within Auckland, 14 of these operate as Year 7-13 schools. The Diocese has advised that it prefers the 7 – 13 pathway (rather than the 9 – 13 pathway). It has stated that "the Year 7 – 13 model of secondary education provides the best educational outcomes for students". It noted that the benefits of this model include the following:
- Strong pastoral care systems as students transition to secondary school where they still have a home room but are taught by specialist teachers in

curriculum areas such as languages, and science. Students will, however, be timetabled for some of their subjects in specialist facilities such as laboratories, gymnasium, drama, music and technology rooms.

- A greater range of opportunities for involvement in the co-curriculum programme.
25. If approval of establishment and integration is given, the Ministry will work with the Establishment Board of Trustees to establish an enrolment scheme. It is anticipated that this will result in more Catholic students enrolling from the South Auckland area.
 26. Concern was also raised by parents regarding the level of attendance dues. It was noted that the attendance dues are less at the three primary schools than at Catholic secondary schools, so the concern was that they would be paying higher dues for years 7 and 8 at St Ignatius than at the primary school.
 27. However, attendance dues for the proprietor's schools are set for students in Years 1 – 8 and for students in Years 9 – 13. If we approve attendance dues at similar rates for St Ignatius then this would mean that students in Years 7 or 8 would be charged the same level of attendance dues as they would at their primary school.
 28. The proprietor has advised the proposed approach mirrors that used in the establishment of Sancta Maria College in 2004 and the concurrent decapitation of Year 7 and 8 students from the two Catholic primary schools in the area at that time - Our Lady Star of the Sea School (Howick) and St Mark's Catholic School (Pakuranga).

Network Analysis

The proposed college

29. The proposed college would be located in Drury. Drury is the largest and fastest growing area of residential development in Auckland. Ministry of Housing and Urban Development advice from March 2019 indicates a Drury population of 65,000 people by 2043, including approximately 11,350 children – around 6,800 primary students and 4,550 secondary students.
30. A 10 year growth plan for this area is included in the National Education Growth Plan (NEGP). The NEGP for Auckland South identifies that schooling within Drury is currently under pressure with a need for additional capacity over the next 10 years and beyond. We project an increase in student numbers of between 11,500 and 12,600 by 2030.
31. To meet this demand we project a need for four to six new primary schools and at least one additional new secondary state school in the area.
32. The underlying age 11-17 population in the catchment is projected to follow an increasing trend over the long term, and state schooling demand is projected to exceed available capacity in the network in 2025. We consider that the establishment of a new Catholic secondary school could delay the requirement for an additional state secondary school in the catchment and alleviate pressure on the state network.

33. The establishment of a new Catholic school in Drury is likely to have a minimal effect on schools within the catchment and no school is likely to be made marginal as a result.

Maximum roll

34. The annual maximum roll increases for 2026 and 2027 are subject to be confirmed annually, to ensure the maximum roll is consistent with actual population and demand growth. This is to ensure there will be no adverse impact on the state school network.

The Catholic secondary school network

35. The application was made on the basis that there is no Catholic secondary provision in the South Auckland area. Accordingly, students attending local Catholic primary schools must travel outside the area to access Catholic secondary schooling.
36. We have been conducting a network review of Catholic provision in this area alongside state school provision.
37. Analysis shows that there are approximately 560 students travelling from the proposed school's catchment to more distant Catholic secondary schools. The intention is that the new college's establishment and integration would therefore relieve pressure on these existing secondary schools that are operating at, or close to, their maximum rolls.
38. One outcome of the review process will be implementation of enrolment schemes for existing Catholic secondary/composite schools currently meeting demand from the south. This will effectively mean that those students will in future attend St Ignatius, contributing to its roll.

Papakura High School

39. Papakura High School is a decile 1 co-educational Year 9 – 13 secondary school located in the Papakura electorate. The previously falling roll at Papakura High School has been an area of concern to the Ministry as it results in unused capacity.
40. From 2010 the school's roll dropped from 1010 students to a July 2016 roll of 498. Since 2016 the roll has been steadily increasing as the table below demonstrates:

Table 5: Papakura High School July rolls 2016 to 2019

Year	Roll
2016	498
2017	523
2018	588
2019	606

41. In part this growth can be attributed to in-zone growth at neighbouring colleges, such as Rosehill College, that have historically enrolled out-of-zone students from the Papakura catchment. Out-of-zone enrolments have had to be reduced at these schools because of this in-zone growth.

42. Papakura High School has raised concerns about the impact on its roll if St Ignatius of Loyola Catholic College is established.
43. Any new secondary provision in this area, whether Catholic or ordinary state school education, could further impact Papakura High School's roll if the network is not appropriately managed. However, we do not expect such an impact for the reasons that follow.
44. Data analysis indicates that in March 2019 there were no, or fewer than five,¹ students who had previously attended either Holy Trinity Catholic School, St Mary's Catholic School (Papakura) or St Joseph's School (Pukekohe) who were attending Rosehill College or Papakura High School.
45. The school maintains it has a significant number of Catholic students, which it is concerned it will lose to the new school.
46. Initially, most of the roll of St Ignatius of Loyola Catholic College is intended to come from decapitation of the three Catholic primary schools identified above, which would have little net impact on the network other than releasing teaching space for future roll growth in those schools at Years 1 to 6.
47. The implementation of enrolment schemes at Catholic secondary/composite schools following our network review will ensure that St Ignatius' capacity is in large part taken up by student numbers currently leaving the area to go to those schools. We note that the number of such students currently travelling outside the area (560) is more than half of the long term maximum roll of St Ignatius (900). This is without considering the future population growth in the Drury area.
48. Implementation of an enrolment scheme at St Ignatius will address any potential loss of Catholic students from outside that zone who would otherwise attend Papakura High School.
49. We also consider that the staggered maximum roll, with low numbers initially, will minimise any impact on Papakura High School's roll.
50. The projected level of demand makes it unlikely that St Ignatius will be taking out-of-zone students in the long term.
51. The non-preference roll is 5 percent (45 students at the final maximum roll and initially only 17 students). We consider it unlikely that there will be available places for non-preference students in the long term.
52. In summary, measures determined by our network review encompassing St Ignatius and the proposed new state secondary school will, amongst other things, ensure Papakura High School is not adversely effected by establishment of either new school.

¹ Counts less than five are not published for privacy reasons

The Catholic primary school network

53. The proprietor has proposed that the three following schools (Years 1 – 8) be decapitated to feed into the proposed secondary school at Year 7:

- Holy Trinity Catholic Primary School
- St Mary's Catholic School (Papakura)
- St Joseph's School (Pukekohe).

54. The following table sets out the Year 6 – 8 rolls (which will become the next year's Year 7 – 9 roll at the college) as at 19 March 2020:

Table 6: roll projections ex Catholic feeder primary schools

School ID	School Name	Yr6	Yr7	Yr8	Total
743	Holy Trinity Catholic Primary School (Takanini)	27	17	17	61
1502	St Mary's Catholic School (Papakura)	38	25	17	80
1497	St Joseph's School (Pukekohe)	53	40	37	130
Total					271

55. The three schools are located within areas of high growth in Auckland. It is anticipated that this growth will have a positive impact on the rolls of the three schools, which are currently sitting under their respective maximum rolls.
56. St Mary's Catholic School is located in the Papakura – Rosehill - Drury catchment of the Auckland Education Growth Plan (AEGP). The Drury catchment is expected to be the highest growth area of the Auckland region. We are planning the design and construction of new schools at Drury, including two primary schools and at least one additional state secondary school. The growth that is predicted for this network is likely to have a positive impact on the roll of St Mary's School.
57. St Joseph's Catholic School is located in the Pukekohe – Paerata - Tuakau catchment of the AEGP. Pukekohe is identified as a satellite town by Auckland Council and is expected to more than double its size. Growth is already putting pressure on existing rolls and we are currently building a new school at Pukekohe - Belmont to accommodate growth from the Belmont special housing area.
58. We expect an additional 1,829 school-aged students will need to be accommodated in this catchment by 2030 and anticipate that St Joseph's Catholic School will be able to accommodate some of this growth.
59. Holy Trinity Catholic School is located in the Manurewa – Alfriston - Takanini catchment of the AEGP. Significant growth is expected within this network, with a potential new primary school within Takanini needed to accommodate additional primary school students.
60. Following decapitation, based on 2019 rolls, the three primary schools will have a combined surplus capacity to accommodate 474 students from the projected growth in demand.

Financial implications

61. The applicant owns the proposed college's property and has advised that Policy 2 funding is not required for construction of the proposed school.
62. The estimated cost of building a new state school of this type with an initial maximum roll of 340, and master planned for a roll of 1,500, is \$39.5 million on top of the cost of the land. The estimated cost of a Stage 2 build to accommodate 900 students would be a further \$13 million.

Resourcing

63. Based on the initial maximum roll of 340 students in 2023, the estimated annual costs to the Crown are set out in the following table.

Table 7: Resourcing projections for St Ignatius of Loyola College (excl GST)

Roll	Staffing	Operations Grant	Salaries	Total
340 (proposed opening roll) 2023	16.2 FTTE; 26 Management Units	\$526,604	\$1,419,560	\$1,946,164
Differential from current costs	+2.9 FTTE; +10 Management Units	\$44,199	\$343,558	\$387,757

64. If you agree to integrate St Ignatius of Loyola Catholic College additional operating costs to the Crown are estimated at \$387,757 (excl GST) per year initially. As new schools will ultimately be required to meet population growth this cost will ultimately be incurred with or without St Ignatius College.
65. Furniture and equipment funding of approximately \$1.8 million would be payable upon construction.
66. The estimated annual operating cost to the Crown of the college at its maximum roll of 900 across all year levels would be approximately \$5.4 million (excl GST), based on 2020 figures.

Primary schools' financial viability

67. The proposal to decapitate the three schools will have an impact on the staffing at each of the schools, particularly St Mary's Catholic School and St Joseph's School. If the decapitation is approved all three schools will lose the base funding for Year 7 and 8 students from their operations grant and will experience a decrease in the number of Full Time Teaching Equivalents (FTTE) and management units that their rolls currently attract.
68. The impact on the staffing and operations grant of the three schools is outlined below:
- It is estimated that St Joseph's staffing entitlement would decrease from 16.4 FTTE and 18 units to approximately 13.4 (FTTE) and 14 units. The operations grant would also be impacted, with the school losing approximately \$85,544 in base funding for Year 7 and 8 students from its operations grant.

- It is estimated that St Mary's staffing entitlement would decrease from 13.3 FTTE and 14 units to approximately 11.3 Full Time Teaching Equivalents FTTE and 11 units. The operations grant would also be impacted, with the school losing approximately \$52,160 in base funding for Year 7 and 8 students from its operations grant.
 - It is estimated that Holy Trinity's staffing entitlement would decrease from 10.5 FTTE and 10 units to approximately 9.3 FTTE and 9 units.
69. In discussions with the proprietor regarding the potential impact on the three schools if this application is approved, it has worked with the boards and principals of the schools concerned regarding its plans. It considers that the potential impact can be managed with its assistance, and that in the long term the rolls of these schools will increase through growth in the network and the continuous Catholic education pathway created by the establishment of St Ignatius of Loyola Catholic College.
70. Holy Trinity Catholic Primary School and St Joseph's School are considered to be in a sound financial position. St Mary's Catholic School had a 2018 Working Capital of \$128,864, which is low for a school with a roll of 290 and might present some financial risk.
71. The Diocese notes that it is experienced in managing this type of change and advises that it will support the three schools through this. It considers any impact on the rolls of these schools will be short term due to population growth and the provision of a pathway to Catholic secondary schooling within the catchment.

Other matters

Establishment Board of Trustees

72. 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 providing input into the new school design process. The EBOT is also responsible for overseeing the management of personnel, development of the curriculum, property, finance and administration.
73. Once nominations have been assessed against the criteria for appointment, appointments will be made under section 98(1)(a)(i) of the Education Act 1989.
74. 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

75. Should you enter into the integration agreement with the proprietor, the proprietor will be entitled to charge attendance dues. The proprietor will apply to the Ministry to negotiate the level of attendance dues to be charged.

Property and assets

76. The proposed school will be built on a site owned by the proprietor, on Burt Road, Drury, Auckland. If approval is granted a two-staged build will occur to provide educational facilities for students. The application is not eligible for Policy 2 funding. The Diocese has advised that is has funding available for the initial build and that it does not project a need for classroom only Policy 2 funding for the planned subsequent build programme.

Risks and mitigations

Risk to Papakura High School

77. The integration and establishment of St Ignatius of Loyola Catholic College has the potential to impact on the roll of Papakura High School. During the consultation process Papakura High School strongly opposed the establishment and integration of the school for this reason.
78. Papakura High School is concerned that the recovery of its roll over the last four years, which is ongoing, will be undermined by establishment of the college.
79. The range of measures to be taken following our network review of this area will ensure that Papakura High School is not adversely affected by St Ignatius College.

Risk to the proprietor's three primary schools

80. The proposed decapitation will have an initial impact on the three schools. Each school will lose FTTE's and management units as a result of losing Year 7 and 8 students and the subsequent roll decline. However, it is considered that this impact will be short term with each of the three schools located in areas of population growth. The proprietor has also advised that it will support the schools through this change with advice and that it also considers this will be a short term decrease.
81. The proprietor advises that each of these schools will be considered a contributing school to the proposed college, and the proprietor expects that the three schools' rolls will increase due to the seamless co-educational Catholic pathway that will be established in South Auckland.
82. The proprietor has worked with the three schools regarding this approach and has undertaken to continue to provide support as they move through this change.
83. There is some risk to the financial stability of St Mary's School and we will continue to work with this school as it moves through this change.
84. The consultation process showed that not all of the Catholic community were supportive of the decapitations. However, all were supportive of the establishment of St Ignatius College. In response to the concerns raised, the proprietor responded outlining the factors behind its approach.

85. We consider that this response and the overall support for Catholic secondary education in the network from the three schools and their communities indicates a low possibility of an adverse reaction to this change.

Conclusion

86. The Ministry considers that the proprietor has met the requirements supporting its application to establish and integrate St Ignatius of Loyola Catholic College, and recommends that you agree to establish and integrate the school. Our reasons for this are:
- a. Drury is a high growth area of the NEGP, and will require additional state secondary provision to meet future demand. The proposed college will help meet that demand.
 - b. The increasing demand for Catholic education resulting from this population growth cannot be met by the current Catholic network, which is already at or near capacity.
 - c. No state school will be made marginal by establishment of the college.
 - d. The staggered maximum roll, decapitation of the three feeder Catholic primary schools and implementation of enrolment schemes will address the potential impact on the state secondary school provision, including Papakura High School.
87. If you agree to the establishment and integration of St Ignatius of Loyola Catholic College we consider it appropriate to simultaneously decapitate Holy Trinity Catholic Primary School (Takanini), St Mary's Catholic School (Papakura) and St Joseph's School (Pukekohe) from Year 1- 8 schools to Year 1 – 6 state integrated schools:
- a. Decapitation would support the establishment of St Ignatius of Loyola Catholic College in 2023 with a roll of foundation students that is not primarily drawn from the existing state school network.
 - b. This reflects the proprietor's preferred pathway approach, which is consistent with 14 of the other 15 Auckland Catholic secondary schools.
 - c. It is considered that there is low risk with this proposal. Any short term roll decline should be offset by the anticipated population growth within the networks the three schools operate in, along with growth from the new seamless primary-secondary Catholic pathway for South Auckland.
 - d. The proprietor has worked with the three schools regarding this approach and has undertaken to continue to provide support as they move through this change.

Next steps

88. If you approve the integration, please sign and have witnessed the deed of integration attached as Annex 2.
89. Please also sign the notice for the *New Zealand Gazette* (Annex 3), and the letters to the proprietor (Annex 4) and local MPs (Annex 5).

90. We will appoint and work with the EBOT and the governance facilitator, along with the Education Review Office, to ensure that it is open for Term 1, 2023.
91. The proprietor will prepare supplementary agreements for the three primary schools' change in year levels. We will prepare letters to the boards of the three schools notifying them of the change in year level, as required by section 150 of the Act.
92. If you do not approve the integration, we will prepare an alternative reply letter to the proprietor for you.

Proactive release

93. 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 which may need to be withheld will be redacted in line with the provisions of the Official Information Act 1982.

Annexes

Annex 1: Consultation feedback – Papakura High School

Annex 2: Deed of Integration

Annex 3: *New Zealand Gazette* notice

Annex 4: Letter to proprietor

Annex 5: Letters to local MPs

Annex 1: Consultation feedback– Papakura High School

Proactively Released



KIA KANGATIRA

PAPAKURA
HIGH SCHOOL

Ms Webb

s 9(2)(a)

11 November 2019

Application for the establishment of St Ignatius of Loyola Catholic College

Dear Ms Webb

Tēnā koe

Our Board of Trustees has received your letter notifying us of the application of the proposed establishment of the Catholic College in Drury.

The Board of Trustees of our school **strongly opposes** the establishment of this college in the near vicinity of Papakura High School. Currently, we have a number of families of the Catholic faith who are an important part of our school whānau, and with the establishment of the college, we will lose these families to our school. In 2018, two of the three head prefects of our school were members of the Catholic community.

The establishment of the Catholic college will not only pull Catholic families away from Papakura High School, but we are well aware that a faith based secondary college will also attract many other families, both of Māori and Pasifika background, who will make strenuous efforts to move their children to this school, because of the perceived benefits which it will provide.

At a time when our school is working very hard to rebuild its roll, after a long period of decline, this will significantly impact on our school's future progress. We therefore feel it is appropriate to lodge our opposition to the establishment of the school in the strongest possible terms.

The Board does not hold a view on the proposed decapitation of the primary schools mentioned in your letter.

Naku noa, na

Deanna Howard-Afeaki
BOT Chair

Proactively Released

INTEGRATION AGREEMENT

This Agreement is made as a Deed on the 24th day of July 2020

Between:

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

and

The Roman Catholic Bishop of the Diocese of Auckland ("the Proprietor"),

Together the Parties.

Background

- A. The Proprietor (Corporation Sole) intends to establish and integrate St Ignatius of Loyola Catholic College, Drury, Auckland ("the School").
- B. The School will be for students from Year Seven (7) to Year Fifteen (15) offering education with a special character as defined in the Act and described in this Agreement.
- C. The Proprietor is the owner 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 Act 1989 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 January 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 Part 33 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 Part 33 of the Education Act 1989 to provide education with a special character (through the general school programme, its teaching and conduct) that is, or is based on, the values of Jesus Christ, as expressed in the Scriptures and in the practices, worship and doctrine of the Roman Catholic Church, as determined from time to time by the Proprietor. The School is a Roman Catholic school but with the charism of the Society of Jesus. The philosophy of a Jesuit education is specified in Schedule 5
- 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;
 - (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 trustees 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 Part 33 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.

¹ 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 as determined by the Roman Catholic Bishop of Auckland.

School premises

- 8 As at the Effective Date the Proprietor is the owner 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 parties acknowledge the following principles in relation to the Proprietor's interests in the property.
- (a) 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.
 - (b) The Proprietor should have reasonable access to the use of the school for its own purposes when not in use for school purposes.
 - (c) 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 or philosophical character.
- 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 in accordance with Schedule 3 of this agreement; 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 sections 456(g) and (h) of the Act.
- 15 Nothing in clause 11 or 12 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.
- 16 The Minister will pay the Sum to the Proprietor in instalments on the same dates as the Minister provides operations funding to the Board of Trustees.
- 17 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.
- 18 The Sum shall be applied to meet the obligations in Clause 17. After the obligation in clause 17 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

- 19 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").
- 20 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.
- 21 Despite clause 19, 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.

- 22 If the Sum is not paid as a result of Clause 21, 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

- 23 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 15(a) – 22
- 24 The Minister shall be entitled to make and retain copies of any information supplied to the Minister in accordance with Clause 23.

Disputes

- 25 The Minister and the Proprietor shall endeavour to resolve by negotiation any disputes that arise between them concerning clauses 15(a) – 22 within 30 days of one party advising the other of the existence of the dispute.

- 26 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.
- 27 The obligations of the Minister and of the Proprietor under clauses 15(a) – 22 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.
- 28 Breach of obligations under clauses 15 (a) – 23.
- (a) If the Proprietor is in breach of its obligations under clauses 15 (a) – 22, 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 – 28 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

- 29 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

- 30 The maximum number of students who may be enrolled in the School shall be:

- i. 340 in 2023
- ii. 470 in 2024
- iii. 610 in 2025
- iv. 760 in 2027
- v. 900 in 2029

- 31 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 section 442 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 There will be a position of director of religious studies at the School. An advertisement for that position 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 this position. Any person appointed as director of religious studies at the School must accept this requirement as a condition of the person's appointment and must give guidance and provide effective leadership in religious instruction and observances throughout the School. The teaching duties of this position are, if any, as may be required by the Principal of the School and as agreed by the Proprietor.

- 36 The following proportion of teaching positions at the School will be positions of importance carrying a responsibility for religious instruction shall be forty (40) percent to the nearest whole number of the Total Staffing Entitlement of the School, excluding the Principal and Director of Religious Studies.

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.

- 37 Any advertisement for the position of deputy principal at that School must state that capabilities to assist in planning and organising the courses and programmes at the school to ensure they reflect the special character of the School shall be a condition of appointment to the position. Any person appointed to this position at the School must accept this requirement as a condition of the person's appointment.

- 38 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 section 470(2) and (3) of the Act apply to that person's appointment.

Attendance dues

- 39 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*

- 40 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

- 41 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

- 42 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

- 43 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

- 44 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

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

Good faith

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

Precedence

- 47 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

48 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 enquiries.national@education.govt.nz
 - (b) All notices to be sent to the Proprietor must be sent to Pompallier Diocesan Centre Private Bag 47904, Ponsonby, Auckland 1144 or by email to bishop@cda.org.nz
-

Execution

Signed on the 3RD day of July 2020 by:

+ P. J. Dunn

Bishop Patrick Dunn, the Roman Catholic Bishop of the Diocese of Auckland

and his Common Seal affixed in the presence of:

M-A McKay

in the presence of:



Name:

**M-A McKAY
PERSONAL ASSISTANT
AUCKLAND**

Occupation:

Location:

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 s 421(3) of the Act.

Signed on the 24th day of July 2020 by:

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

David Choat

in the presence of:

David Choat

Name: **David Choat**

Occupation: **Ministerial Advisor**

Location: **Wellington**

SCHEDULE 1: PROPRIETOR'S LAND

St Ignatius of Loyola Catholic College, Drury is to be built on the land owned by the Proprietor as described below:

All that land, buildings and other improvements owned by the Proprietor at Burr Road, Runciman, Drury, LOT 4 Deposited Plan 18718

Certificates of title, showing any encumbrances etc on the land are included on pages 11 and 12.



COMPUTER FREEHOLD REGISTER
UNDER LAND TRANSFER ACT 1952

Search Copy



R. W. Muir
Registrar-General
of Land

Identifier NA117B/534
Land Registration District North Auckland
Date Issued 21 December 1998

Prior References
NA570/18

Estate	Fee Simple
Area	25.4080 hectares more or less
Legal Description	Lot 4 Deposited Plan 187178

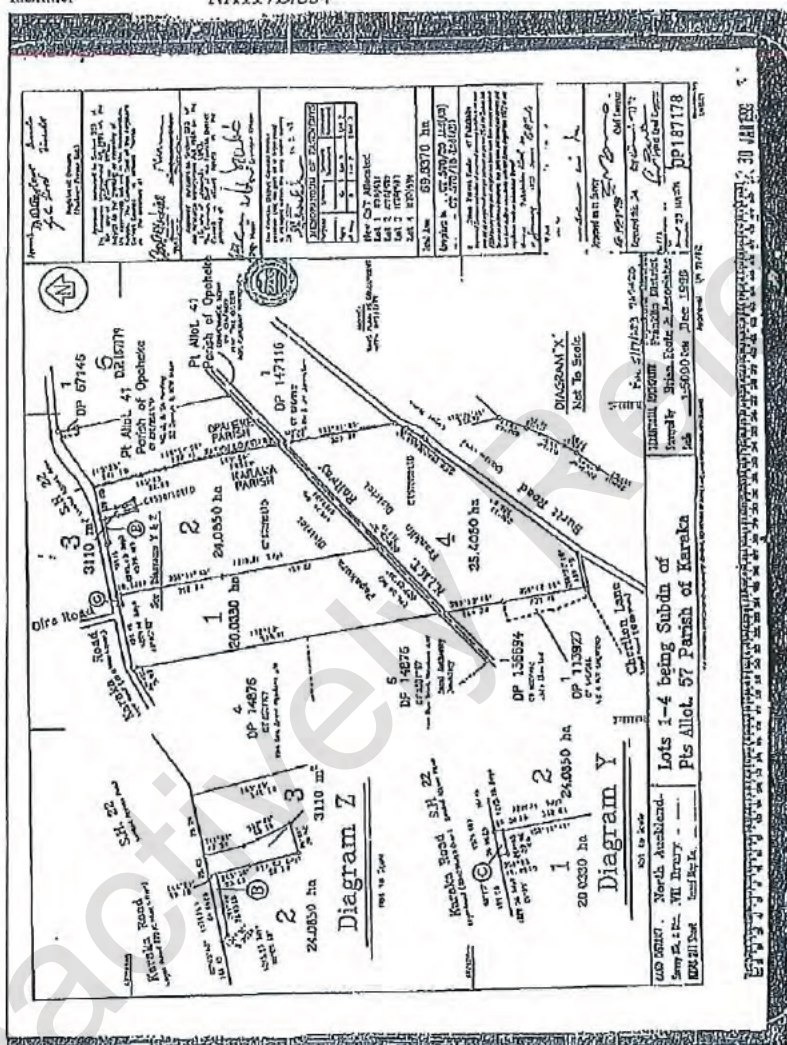
Proprietors
The Roman Catholic Bishop of Auckland

Interests
D343484,6 Consent Notice pursuant to Section 221(1) Resource Management Act 1991 - 21.12.1998 at 2.49 pm

Transaction Id
Client Reference c1964003

Search Copy Dated 22/02/12 7:48 am Page 1 of 2
Register Only

NA117B/534



Transaction ID
Client Reference cvefr001

Search Copy Noted 27/02/13 7:48 am, Page 2 of 2
Register Only

SCHEDULE 3: WORKS

Works to be carried out by the proprietor and establishment board in relation to the School.

These works are to be planned, executed and paid for by the Proprietor subject to the provisions of this Schedule in relation to the buildings and associated facilities, and constructed to meet legal requirements as a minimum standard. All work is to be carried out by competent contractors to comply with the New Zealand Building Act 2004, and any Territorial Authority requirements.

Buildings and Grounds	Works to be completed by:
Stage 1 - Works for roll of 470	
• Administration Block (sized for final roll 1000)	20 January 2023*
• Teaching Space (24), Resource area	20 January 2023*
• Hall / Multi-purpose space (sized for final roll 1000)	20 January 2023*
• Hard court, grassed area, parking, bus bay, paving, fencing and all other infrastructure works	27 January 2023*
• Furniture	1 February 2023
Stage 2 - Works for roll of 760	
• Teaching Space (15), Resource area	24 January 2025
• Furniture	1 February 2025
Stage 3 - Works for roll of 900 (1000)	
• Teaching Space (13), Resource area	22 January 2027
• Library, Gym	22 January 2027
• Furniture	1 February 2027

* The dates provided above are contingent on the required municipal infrastructure being available to enable the development of the School.

The Proprietor is to ensure that the School's property meets the requirement of the Ministry of Education's Schools Property Guide (SPG) calculator as at the 1 January 2020.



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 0 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 0 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 166 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.

SCHEDULE 5: SPECIAL CHARACTER

Preamble

St Ignatius of Loyola College is a Year 7-13 Catholic secondary school due to open in 2023. As a Catholic School the school, grounded in Jesuit tradition, it will provide quality education in South Auckland for young women and men and will be a place to encounter the living God who in Jesus Christ reveals his transforming love and truth.

This schedule outlines the history of Ignatian charism and the vision of Jesuit education that underpins the philosophy and characteristics of St Ignatius of Loyola College. It establishes the legal responsibility of the board, the principal and the staff to ensure this philosophy and special character is central to all aspects of life at the College.

Resume of the spiritual Journey of St Ignatius of Loyola, Ignatian charism and Jesuit ministry

Ignatius of Loyola was a nobleman, born in 1491 and brought up as a knight in the courts of Spain. In his desire to be famous he went to Pamplona to fight against the French. He was badly wounded and had to return to Loyola where he spent a long convalescence. In this forced period of inactivity, he asked for books to read and accepted the only ones available *The Lives of the Saints and The Life of Christ*. Over time his desire for fame was transformed into a desire to dedicate himself to God. Once he recovered from his wounds he lived as a pilgrim and his response to God's love manifested itself in the form of dedication to Christ through loving service to others. Through his preaching he attracted a number of companions, 'friends of the Lord' and they consecrated their lives to God. They were received favourably by Pope Paul (II) and in 1540 the Society of Jesus (Jesuits) was founded. Their goal was "to love and serve God through the service of others, being ever mindful of the circumstances of place and person." Integral to all Jesuit ministries (education, parishes, social services, research, retreat houses and refugee service) is Ignatian spirituality which is "a reflective and Christ centred approach to life interlocked into the processes of every day."

Jesuit Vision of Education

The Jesuit vision of education is to nurture students of conscience, competence compassion and commitment, combined with a personal love for Jesus Christ and a preferential option for helping the poor. Based on this vision, St Ignatius of Loyola College will provide a safe, inclusive and nurturing learning environment, centred upon Ignatian charism and which aims to develop:

- students of conscience; who discern what is right, good and true and who have the courage to put this into action and to take a stand when necessary. A person of conscience has a passion for social justice and utilises their personal conscience to make a difference in their community and /or in the world.
- students of competence; who understand and embrace their own abilities, strengths and weaknesses (academic, practical, social, technological and vocational) and who contribute to our changing and diverse world with others and for others.

- students of compassion; who recognise human dignity and who have a strong desire to respond to those in need. This is the prerequisite to positive action. A compassionate person walks with others to empower them and can become agents for change.
- students of commitment; who are courageous in action, who can discern the needs of others, who have a commitment to social justice and with the guidance and companionship of Jesus are able to serve and help others.

This Jesuit vision of education will be achieved by ensuring all staff at the College stay true to the distinctive characteristics which underpin Jesuit education.

Jesuit education is committed to:

- *Providing a pervading philosophy to find God in all things*, to serve others, to be open to all worthwhile studies, to learn to discern with wisdom what is good or not good for oneself and society.

The College will seek to ensure all students receive an education that fosters a genuine encounter with Christ and his teachings. St Ignatius of Loyola College will foster students to form a personal relationship with Jesus Christ and recognise the face of Christ in each person. Spiritual formation, pastoral care will be provided to assist students become strong Catholic women and men who have a lifelong:

- and active membership of Catholic parishes & community
- affiliation with the Jesuit tradition.

- *Promoting a personal concern for the whole life of each student so their intellectual, spiritual, moral and psychological development is nurtured.*

St Ignatius of Loyola College will actively promote the principles of Te Tiriti O Waitangi, tikanga Maori and recognise Maori as tangata whenua. The promotion of the mana of each student so as to enhance their positive sense of identity, language and culture; the dignity and worth of the whole person will be nurtured within a holistic educational environment. A strong reciprocal relationship with parents, whanau & iwi will be prioritised. The interrelatedness and interdependence of people and creation will be emphasised.

- *Striving for excellence*

The unique strengths, gifts and passions of all students at the College will be nurtured, students will be given opportunity to realise their potential and be empowered to achieve to the best of their ability. The aim is to educate students, so they have values, skills, knowledge and qualifications to be confident, autonomous learners and become productive members of the church, community and society.

- *Emphasising critical thinking and effective communication.*

The skills and importance of critical analysis (reflecting, evaluating and communicating) will be emphasised rather than just the acquisition of knowledge for its own sake. This focus on analytical thinking will provide students with strategies to evaluate their own thinking and behaviour and prepare them to face some of the complex issues in our community and world.

- *Developing a broad, liberal education which is world affirming and prepares students for life.*

There is a commitment to provide an inclusive and equitable learning environment for all students in the College. The principles and key competencies in the New Zealand Curriculum Framework will provide key content for practice in a range of curriculum areas and the Ignatian charism of context, experience, reflection, action and evaluation will form the basis of the teaching pedagogy at the College.

- *Seeking to ensure a commitment to a "faith that does justice"*

The College aims to create a strong connected partnership between school and home and a reciprocal relationship with the Community, so students and staff support each other to help those in need. We will educate for justice, which arises from conscience and compassion, this will form an integral part of our school's social action with the less fortunate in the local, regional and global communities.

Ignatian charism is a whole school approach. The school community is made of many parts-the board, administrators, teaching and non-teaching staff, students, parents and alumni. All those involved in the educational ministry at St Ignatius of Loyola College will have made a commitment to promote and develop this charism and vision in all aspects of school life.

Reference:

Scroope, M. (2003). (Ed) Ignatius Loyola: Spirit and Practice for Today. Key Readings for Busy People. 2nd Edition, Loyola Institute.

Proactively Released

Notice for New Zealand Gazette

Integration Agreement

Under section 425 of the Education Act 1989, notice is given that an integration agreement to establish and integrate St Ignatius of Loyola Catholic College in Drury, Auckland, has been signed between the Minister of Education on behalf of Her Majesty the Queen in Right of New Zealand and the Roman Catholic Bishop of Auckland.

St Ignatius of Loyola Catholic College will become a state integrated school on 1 January 2021.

The integration agreement was executed on the 24th day of July 2020. 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 24th day of July 2020



Chris Hipkins
Minister of Education

Proactively Released

Most Reverend Bishop Patrick Dunn
Bishop of the Roman Catholic Diocese of Auckland
Pompallier Diocesan Centre
30 New Street
St Mary's Bay
AUCKLAND 1011

Dear Bishop Dunn

I am pleased to advise that I have approved the establishment and integration of St Ignatius of Loyola Catholic College into the state education system. The effective date of integration is 1 January 2021, which will enable the College to open for instruction at the beginning of Term 1, 2023.

As agreed during the negotiation process, the College will open with a maximum roll of 340 students and is expected to reach 900 students by 2027.

The College is not eligible for whole school Policy 2 funding. I understand that a bequest has been made to the Diocese that will enable the establishment of St Ignatius of Loyola Catholic College.

Thank you also for your application, as part of this development, to change Holy Trinity Catholic Primary School (Takanini) (743), St Mary's Catholic School (Papakura) (1502) and St Joseph's School (Pukekohe) (1497) from full primary (Year 1–8) schools to contributing primary schools (Year 1–6).

Having considered the potential impacts of this and the consultation that has been undertaken regarding it I have decided to agree to these changes.

You have applied for this to occur in line with the opening of St Ignatius of Loyola Catholic College in 2023, in anticipation that the Year 6 – 8 students at these schools will feed into St Ignatius of Loyola Catholic College, becoming foundation students.

To implement this change you will need to prepare supplementary agreements for each school and provide two signed copies to the Ministry of Education for execution. The Ministry will prepare formal notification letters to the boards as required by the Education Act 1989.

I encourage you to continue to work with the boards and the communities of the three affected schools as they work through this change process, and I have asked the Ministry to monitor this.

As part of the next phase of integrating the college, 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 the St Ignatius of Loyola Catholic College is the culmination of much planning by the Auckland Diocese and I appreciate the way that you and your representatives have worked with the Ministry throughout this time.

I wish you well as you implement these changes along with the establishment of St Ignatius of Loyola Catholic College, and look forward to hearing of your progress.

Yours sincerely



Chris Hipkins
Minister of Education

cc Paul Ferris, CEO, Association of Proprietors of Integrated Schools
Isabel Evans, Director of Education for Auckland

Annex 5: Letters to MPs

Proactively Released

Hon Judith Collins
MP for Papakura
Parliament Buildings
WELLINGTON 6160

Dear Ms Collins

I am pleased to advise that I have approved the establishment and integration of St Ignatius of Loyola Catholic College into the state education system. The effective date of integration is 1 January 2021, which will enable the college to open for instruction at the beginning of Term 1, 2023.

The Roman Catholic Bishop of the Diocese of Auckland is the Proprietor for this Year 7 – 13 co-educational composite school to be established on Burt Road, Drury, Auckland.

I consider that this college could assist with meeting future pressure on the state school network, as well as addressing a current shortage of Catholic secondary education in the local area.

As part of this establishment a range of measures are being taken to ensure that the roll of Papakura High School is not materially affected.

I have also approved the Bishop's request to reduce the year levels at his three local Catholic primary schools, from Years 1 - 8 to Years 1 – 6, to coincide with the planned opening of the college. The three schools are Holy Trinity Catholic Primary School (Takanini), St Mary's Catholic School (Papakura) and St Joseph's School (Pukekohe).

This will free up some primary school space in the network for future population growth, as well as meeting the proprietor's preferred student pathway for the Catholic community in South Auckland, consistent with other Catholic education provision in Auckland.

Yours sincerely



Chris Hipkins
Minister of Education

Hon Nanaia Mahuta
MP for Hauraki - Waikato
Parliament Buildings
WELLINGTON 6160

Dear Nanaia

I am pleased to advise that I have approved the establishment and integration of St Ignatius of Loyola Catholic College into the state education system. The effective date of integration is 1 January 2021, which will enable the college to open for instruction at the beginning of Term 1, 2023.

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Yours sincerely



Chris Hipkins
Minister of Education