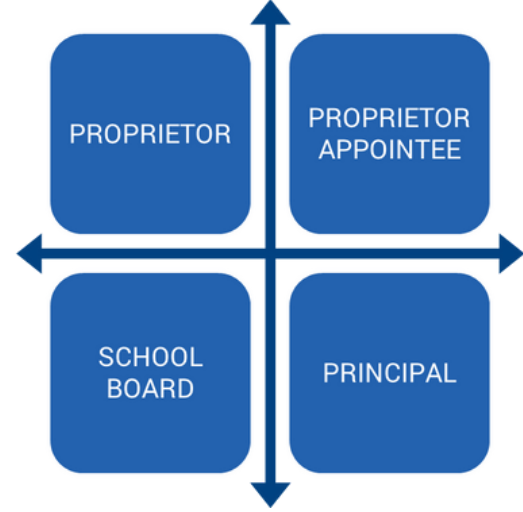


**KEY ASPECTS OF A  
CATHOLIC  
STATE  
INTEGRATED  
SCHOOL BOARD**

# Roles and Responsibilities



## PROPRIETOR:

- Sets out the core purpose of the school
- Defines the values and Catholic special character outcomes in Integration Agreement
- Ensures the Catholic special character is maintained and preserved
- Owner of land and buildings

## SCHOOL BOARD:

Delivers the outcomes under delegated authority from the Proprietor

- Is Crown entity and the governing body of the school
- Sets out aims and targets in strategic plan
- Employs the principal (in partnership with Proprietor)
- Ensures Catholic special character requirements are met

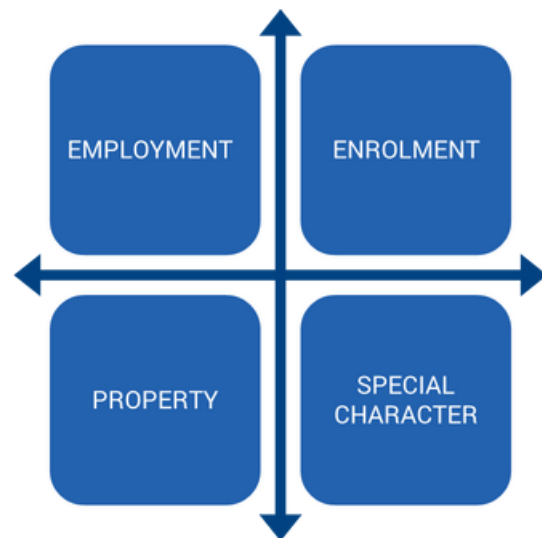
## PRINCIPAL:

- CEO and lead adviser to the board
- Leads and responsible for day to day operations of school (within the special character requirements)
- Curriculum delivery, student wellbeing, consulting with community

## PROPRIETOR APPOINTEE:

- Ensures the special character of the school is protected and enhanced
- Can act as a channel of communication between the school, and the Proprietor
- Reports to the proprietor annually
- Has role description
- Often reports to each board meeting about special character

# Protecting Catholic special character: four key aspects



## EMPLOYMENT:

- Some teaching positions in the school will be 'tagged' for staff 'willing and able to provide religious instruction.
- For secondary school positions acceptability is established by the appointments committee which must include a Proprietor's Appointee.
- Legislation sets out requirements for advertising "tagged" positions.

## PROPERTY:

- The Proprietor is the owner of all the land, buildings and other improvements described in the school's Integration Agreement.
- Property covered by an Integration Agreement must meet minimum standards to ensure that it is safe, in a fit state of repair, and meets all statutory, regulatory and Ministry of Education design standards.
- Boards must annually prepare and deliver to their Proprietor a rolling 10-year maintenance plan to assure the Proprietor that they are meeting their maintenance obligations.

## ENROLMENT:

- Proprietor determines preference of enrolment.
- Proprietor and Board must have clarity around the criteria for determining preference and the delegation of that responsibility.
- Manage roll to ensure not exceed maximum number of students as agreed to in Integration Agreement.

## SPECIAL CHARACTER:

- The principles that guide the Proprietor's understanding of how the Catholic special character will be reflected as described in the Integration Agreement.

# Legislative Framework

## Education and Training Act 2020, Schedule 6

### **Familiarise yourself with the legislation**

- The Proprietor supervises the maintenance and preservation of the education with a Special Character provided by the school. [E&TA Sch6 s1(3)(a)]
- The state-integrated school shall on integration continue to have the right to reflect through its teaching and conduct the education with a Special Character provided by it. [E&TA Sch6 s1(1)]
- Administer staff appointments in a manner that recognises the special character of the school (tagged positions) [E&TA Sch6 s46 - 52]
- Determine the criteria for preference of enrolment which are reflected in the school's enrolment procedure [E&TA Sch6 s26,27]
- Allow the proprietor, with the approval of the Minister of Education, to require attendance dues, the payment of which can be a condition of enrolment. [E&TA Sch6 s30(1)]

### School board is governing body

- Section 5 – statement of national education and learning priorities
- Section 125 - board is governing body
- Section 127 – objectives of boards in governing schools
- Section 130 - Principal is chief executive of board

# Integration Agreement

## Have you read your integration agreement?

### INTEGRATION AGREEMENT

This Agreement is made as a Deed on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

#### Between:

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

and

**[full legal name of proprietor]** ("the Proprietor"),

Together **the Parties**.

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#### Background

- A. The Proprietor is a body corporate that intends to establish and integrate **[full legal name of school]** ("the School").
  - B. The School will be for students from Year **[level]** to Year **[level]** offering education with a special character as defined in the Act and described in this Agreement.
  - C. The Proprietor **[is the owner of / lessee of / holds in trust (including on the basis that it may be applied for purposes provided for by, and consistent with, the terms of this Agreement)]** the School premises specified in Schedule 2.
  - D. The Parties have agreed to enter into this Agreement pursuant to the Act, to establish the School as a State integrated school.
- 

#### Terms of agreement

##### Definitions

- 1 In this Agreement, unless the context requires otherwise, terms not otherwise defined in this Agreement have the meanings specified in the Act and:
  - (a) *Act* means the Education and Training Act 2020 as amended or replaced from time to time and includes all regulations and rules made under the Act;
  - (b) *Agreement* means this Integration Agreement, as amended by any Supplementary Agreements from time to time;
  - (c) *Depreciation Rate* means four percent (4%) of the depreciated value of state school buildings as set out in the "Statement of Accounting Policies" in the Ministry of Education's Annual Report;
  - (d) *Effective Date* means **[date]**;
  - (e) *Minister* means the person holding the office of Minister of Education from time to time and also includes any other Minister of the Crown who is responsible for the administration of Schedule 6 of the Act;

# Special Character Definition

## Integration Agreement

(f) *Supplementary Agreement* means any supplementary agreement entered into by the Parties in writing to amend this Agreement.

(g) *Works* means the capital works specified in Schedule 3.

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

### **Special character**

- 2 As from the Effective Date, the School is established as a State integrated school under Schedule 6 of the Education and Training Act 2020 to provide education with a special character (through its teaching and conduct) that is, or is based on, ***[insert details of the particular or general religious or philosophical belief that provides the special character framework for the school]***. ***[For an existing private school: Integration must not jeopardise the education with a special character of the School. This agreement must be interpreted in a way that is consistent with maintenance and preservation of this education with a special character]***.
- 3 The Proprietor has (and must at all times during the term of this Agreement continue to have):
  - (a) responsibility for -
    - (i) determining the special character of the School; and
    - (ii) supervising the maintenance and preservation of that special character<sup>1</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 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 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.

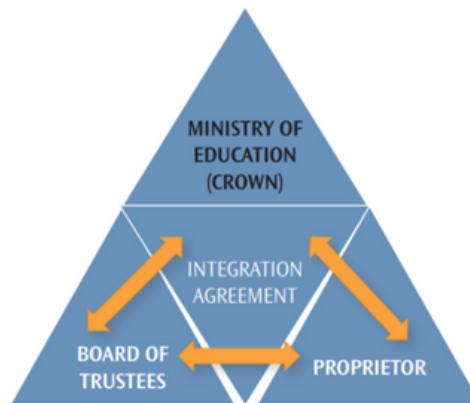
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<sup>1</sup> The Proprietor does not have sole responsibility for maintaining the school's special character but has ultimate responsibility for this.

# BUILDING EFFECTIVE RELATIONSHIPS

## PROPRIETOR, CROWN AND SCHOOL BOARD

- The proprietor is bound by the Integration Agreement and has entered into a partnership with the Crown (MoE) to meet those commitments.
- The Proprietor commits to the Crown to maintain and preserve the Catholic special character of the school.



- Proprietor sets the core purpose and direction for the school
- The core purpose of the school and its Catholic special character, are defined in your school's Integration Agreement.

- Proprietor and Board work together to ensure the maintenance and preservation of the special character of the school.
- Proprietor appoints representatives to the school board to ensure agreements made via Integration Agreement are met

# QUESTIONS TO CONSIDER

**WHAT WAS YOUR SCHOOL'S FOUNDING PRINCIPLE OR CORE PURPOSE?**

**DO YOU KNOW YOUR PROPRIETOR?**

**DO YOU KNOW YOUR CATHOLIC SPECIAL CHARACTER DEFINITION?**

**DO YOU KNOW YOUR SCHOOL VISION, MISSION AND VALUES?**

**HAVE YOU READ YOUR SCHOOL CHARTER/STRATEGIC PLAN?**