



MEMORANDUM OF UNDERSTANDING

Between

**The Proprietor Trust Board
and
The School Board of [School Name]**

Template
to be adapted for school board & proprietor use

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Background

This Memorandum of Understanding (MOU) outlines the partnership between the Proprietor Trust Board (the Proprietor) and the School Board (the Board). It recognises that both parties operate under the Education and Training Act 2020, Schedule 6, and the Integration Agreement between the Proprietor and the Crown.

The Proprietor determines and safeguards the special character of the school and owns or leases the land and buildings integrated into the state system.

The Board governs the Crown entity that delivers the New Zealand Curriculum in a manner consistent with the school's special character.

Both parties seek to clarify their respective responsibilities and document areas of shared interest — property, employment, enrolment, finance, and special character.

Purpose and Scope

This MOU sets out mutual understandings, responsibilities, and cooperative arrangements between the Proprietor and the Board. It records agreed processes for collaboration and clarification of respective roles and responsibilities. This document is not legally binding but provides a framework for partnership and accountability.

Interpretation

Words and expressions used in this MOU have the meanings defined in the Education and Training Act 2020. 'Parties' means the Proprietor and the Board. Consultation may occur between the Proprietor's CEO or Presiding Member and the School's Principal or Presiding Member. Both parties commit to regular, transparent, and values-based communication grounded in mutual respect and the school's special character.

Guiding Principles

- Uphold the school's special character as defined in the Integration Agreement, and special character guidelines.
- Operate with transparency, integrity, and mutual respect.
- Recognise the distinct but complementary roles of Proprietor (guardian of special character and owner of property) and Board (governance of management, teaching and learning outcomes).
- Promote the wellbeing and success of all students.

Governance and Relationship Overview

The Proprietor is obligated to ensure the school operates in accordance with its Integration Agreement and preserves its special character. The Board governs the school's performance, strategic direction, and compliance with law and supports and implements special character in the school's curriculum, culture and daily life.

The School Property Committee (if one exists) shall include a representative of the Proprietor, who may report committee minutes to the Proprietor Executive.

The Proprietor can appoint up to XX proprietor appointees to the school board. (max 4)
Proprietor appointees are usually reviewed and appointed in line with the standard school board election cycle but may also be reviewed at any time in consultation with the Principal and Board Chair. *(refer to legislation for more information)*

Roles and Responsibilities

Area	Proprietor	School Board
Governance	Ensures the school operates in accordance with the Integration Agreement and has the responsibility of supervising the maintenance and preservation of the education with a special character provided by the school	Governs the school's performance, strategic direction, and compliance with legislation.
	Appoints up to 4 representatives to school board – referred to as Proprietor Appointees	Ensures all board members have equal voice and equal vote. Presiding member can be the proprietor appointee.
Property	Owns and maintains the school's land and buildings (integrated property). Responsible for capital works, major maintenance of integrated property, and approval of building alterations that the board might propose to the proprietor for implementation.	Maintains state-provided assets and furniture/equipment; undertakes minor maintenance and cooperates on development.
Special Character	Defines and safeguards the special character. Approves appointments requiring special character attestation.	Supports and implements special character in curriculum, culture, and daily life.
Staffing	Certifies that staff in Special Character (tagged) positions meet special character requirements; participates in appointments for leadership or tagged positions.	The school board section of the staffing line in the table paragraph currently reads: "Employs all staff under the State Sector Act provisions; responsible for employment processes. Includes

		proprietor appointee in a committee, if delegated, for all Schedule 6 Cl 47 and Schedule 6 Cl 50 “tagged” teaching positions.
Enrolment	Sets the school’s maximum roll in agreement with Crown, and preference enrolment definitions per the Integration Agreement.	Manages enrolments and maintains the balance of preference and non-preference students per the Act and does not exceed the maximum roll.
Financial Management	Receives attendance dues and funds property maintenance; funds are not available for operational expenditure.	Manages operational grant from the Ministry; ensures sound financial stewardship.
Health & Safety / Wellbeing	Ensures property meets legal standards and safe use; cooperates on emergency planning.	Implements day-to-day health and safety management and compliance.

Property

The Proprietor owns and maintains integrated property. The Board maintains state-funded assets such as furniture and equipment. Property planning, maintenance, and development shall occur **jointly** through the 10-Year Property Plan (10YPP). Both parties agree to follow Ministry of Education property guidelines. Insurance responsibilities are separate, with annual sharing of insurer details.

External use of school premises

The Proprietor may use the school premises for its own purposes outside school hours. The Proprietor delegates the management for external use of school premises to the board.

A financial surplus from external use is determined by deducting direct costs from gross revenue. External facility use revenue is shared by agreement.

Non Integrated Proprietor Offices on Site

Cost-sharing details for shared services (cleaning, power, IT) will be agreed with both parties. This is based on best practice governance.

Special Character

Definition: the school’s special character is as defined in the integration agreement.

The Proprietor defines, safeguards, and monitors the special character. It provides Special Character Guidelines and requires an annual report from the proprietor appointees. The Board ensures all school operations, curriculum, and culture reflect and promote the special character.

The proprietor monitors and supports special character formation, including review and evaluation and professional learning.

Collection and use of Special Character Donations (SCD)

The Proprietor or board may request a donation from parents to provide funds for this purpose. The amount and use of SCD will be reviewed annually by both parties. The school board will report at least annually on the use of the SCD to the Proprietor and parent community. (ETA Schedule 6, cl34). **Please note:**

- The board cannot use board donations for purposes that are the responsibility of the proprietor.
- If the proprietor requests the donation, the board must forward all such donated monies to the proprietor to use for the purpose it was collected.

Staffing and Appointments

The principal is employed by the school board.

Where staff are shared, the party with the majority share of service is the legal employer. Both parties will consult on job descriptions, appraisal, and leave approvals.

For special character (tagged) positions and leadership appointments, the Proprietor must attest that the appointee is acceptable and will uphold the school's special character. Principal appointments are co-constructed and require Proprietor concurrence for primary school, and via the proprietor appointee on the board or proprietor for a secondary school.

Enrolment

The Proprietor determines preference enrolment criteria. The Board manages enrolments within statutory limits and must report roll changes to the Proprietor within X weeks. Debtor ledgers are compared termly for attendance-due accuracy.

The board will not exceed the maximum roll as set out in the integration agreement. The board will not exceed the non-preference roll number as set out in the integration agreement.

Enrolment policies/schemes will be managed transparently, with regular reporting to the proprietor.

Financial Management

Financial transactions between the parties must follow agreed formal invoicing. Neither party may incur obligations on behalf of the other.

The Proprietor manages **attendance dues** and consults with the Board on levels and applies dues under the Education and Training Act 2020, cl 30.

Both parties may collect **Special Character Donations** and report annually. Fundraising for capital assets will be held in the Proprietor's name and paid into proprietor account. The proprietor will keep accounting records.

The Proprietor manages **Policy 1 funding**. The board property committee submits requests to the proprietor annually with the Board priorities. The proprietor will report annually on Policy 1 spending.

Insurance: both parties will share insurer details annually; and clarify liability for joint claims. The proprietor is responsible for insuring school buildings, proprietor-owned chattels and other assets owned by the proprietor.

For **international students**, the Board collects attendance dues payments dues on behalf of the proprietor and forwards this to the proprietor in a timely manner.

Both parties agree to exchange relevant financial information annually to ensure transparency.

Health & Safety / Wellbeing

Both parties share responsibility for ensuring that all facilities and activities meet Health and Safety at Work Act 2015 standards. Emergency procedures and risk management will be coordinated annually.

Communication Protocols

Regular liaison meetings will occur at least once per term between the board presiding member and proprietor chair, with one annual joint planning session covering roll, staffing, property, and special character. Both parties will consult prior to media or public statements that may materially affect the other. Both parties commit to providing timely information on decisions affecting each other.

Dispute Resolution

Both parties will agree to a dispute resolution process to be reviewed every three years.

If a dispute arises, the party concerned will provide written particulars to the other. Both will meet in good faith to resolve the matter as per the agreed process. If unresolved, it may be referred to a mediation process or seek assistance through APIS or the Ministry of Education.

Term and Review

This MOU takes effect from [date] and remains valid for three years unless reviewed earlier by mutual agreement. A review will occur alongside the tri-annual Special Character Review commissioned by the Proprietor.

Execution

Signed on behalf of the School Board:

Name: _____ Position: _____ Date: _____

Signed on behalf of the Proprietor board:

Name: _____ Position: _____ Date: _____

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Appendices Overview

This section provides a summary of the appendices included in this Memorandum of Understanding:

APPENDIX	TOPIC
Appendix A	Summary of Common Pressure Points: Identifies recurring issues and best practice approaches for resolution.
Appendix B	Financial and Property Processes: Details joint processes for funding, maintenance, and financial accountability.
Appendix C	Special Character Guidelines Summary: Outlines how the school's special character is safeguarded and reviewed.
Appendix D	Communication and Consultation Checklist: Sets expectations for regular engagement and dispute resolution.
Appendix E	Governance and Legislative References: Lists the key legislative and policy documents underpinning this MOU
Appendix F	Annual Governance Calendar: sample annual governance calendar
Appendix G	Risk Register: example of a Board-level Risk Register
Appendix H	Shared Sites and Shared Staff Protocols: clarify governance and operational protocols shared sites and staff

Appendix A – Common Pressure Points and Solutions

This table summarises typical areas of tension between the Proprietor and Board, with suggested proactive approaches to prevent or resolve issues.

Area	Common Tension	Suggested Solutions / Proactive Approaches
Property	Unclear boundaries between integration and operational property responsibilities.	Maintain a written property responsibilities schedule (integration vs operational) agreed by Proprietor and Board; review annually and attach to the Property Plan / 10YPP.
Property	Timing and communication when urgent repairs impact teaching.	Agree an urgent works protocol (who contacts whom, expected response times, temporary room relocations); schedule an annual joint maintenance meeting with a shared 10YPP timetable so both parties see upcoming works.
Property	Board frustration where Proprietor approval delays projects.	Set clear approval thresholds and timelines (e.g. approvals within X working days); use a simple project proposal template so information is complete first time; include a standing item on capital projects status at joint meetings.
Property	Perceived inequity in how maintenance priorities are set by the Proprietor.	Share the Proprietor-wide prioritisation criteria and how [School Name] fits within that; hold an annual joint maintenance meeting to discuss priorities, rationale and trade-offs, and record agreed actions.
Property	Use by the school of unintegrated spaces owned by the proprietor.	The Proprietor may allow the school to use non-integrated facilities but can require the Board to pay an

Staffing & Appointments		agreed rental or contribution for their use.
	Disagreement over candidate suitability or the weight of special character criteria.	Agree written selection criteria (including special character expectations) before advertising; ensure panel members understand the balance of professional and special character requirements; debrief after key appointments. Refer legislation to ensure compliant.
Staffing & Appointments	Misunderstanding of the Proprietor's right of applicant acceptability attestation versus the Board's right of appointment.	• A clear section distinguishing applicant acceptability Attestation from Appointment. • Induction for Board and panel members on legal roles. • A standard process map showing attestation within the appointment timeline. Requirement: For secondary or Area schools, the Board/Principal must ensure a Proprietor appointee on the board, or another person nominated by the Proprietor, represents the Proprietor on any Appointments Panel for a tagged position, as required by the Act. For Primary schools, the proprietor will determine acceptability as required by the Act.
Staffing & Appointments	Staff disputes where alignment with special character is questioned post-appointment.	Ensure role descriptions and codes of conduct explicitly reference special character expectations; address issues early

Enrolments		through professional growth, formation and support; where needed, follow agreed HR and complaints processes with Proprietor input.
	Dispute over proprietor representation on appointment panels for teaching positions	Ensure the number or proportion of teaching positions which are tagged in the School's Integration Agreement is understood by both parties.
	Pressure from community demand for places.	In the absence of a Ministry of Education initiated and mandated enrolment scheme, maintain an up-to-date, Board-approved enrolment policy aligned with the Integration Agreement; communicate clearly that spaces are limited and preference criteria apply; regularly review roll data and projections with the Proprietor. If the school is at 85% (or more) of its maximum roll, consider requesting the Ministry of Education to initiate the development of an enrolment scheme for the school.
Enrolments	Perceived inconsistency in the issuance of preference certificates.	Ensure preference criteria and processes are clearly documented and available to whānau; provide training for those issuing certificates; periodically review samples with the Bishop and the Proprietor (for Catholic state-integrated schools), or with the Proprietor or parish/faith authority (for non Catholic state-integrated schools)."

Enrolments		
	Parent appeals regarding preference decisions.	Publish a simple appeals/queries process (who to contact, expected timeframes); keep written records of decisions and reasons; involve the Bishop and the Proprietor (for Catholic state-integrated schools), or with the Proprietor or parish/faith authority (for non Catholic state-integrated schools), where appropriate.
Enrolments	Lack of communication on roll returns and waiting lists.	Agree a termly reporting schedule: roll returns, waiting list summary, projected enrolments; keep a shared, updated waiting-list record accessible to key school and Proprietor personnel. Review waiting lists every year to confirm parents still want to remain on list.
Special Character	Scope creep where “special character” is interpreted differently by each party.	Anchor decisions in agreed special character documents (Integration Agreement, Proprietor guidelines); hold an annual joint reflection on special character priorities; use shared language and frameworks (e.g. core practices) across Board, Proprietor and leadership.
Special Character	Inconsistent review or lack of clarity about accountability for special character outcomes.	Establish a regular special character review cycle (e.g. every 3 years) and annual self-review; clarify in writing who is accountable for what (Proprietor, Board, principal); report outcomes and actions through Board and Proprietor.

Special Character	Resistance when Proprietor requests policy or practice changes.	Use a consultative approach: explain the theological/legislative rationale, provide draft wording, and allow time for Board and staff feedback; agree implementation timelines and support (formation, resources).
	Disputes about use of funds or perceptions of cross-subsidisation.	Provide an annual financial briefing with clear explanation of funding sources, attendance dues, and what they may/may not be used for; share summary special character donations (SCD)/Proprietor reports with the Board where appropriate.
	Lack of understanding of restrictions on attendance dues.	Include a plain-language attendance dues explainer in the governance manual and parental information; provide annual refresher to the Board and key staff; ensure communications to whānau are consistent with Proprietor policy.

Appendix B – Financial and Property Processes

- All financial transactions must follow approved formal invoicing.
- Neither party may incur obligations on behalf of the other.
- Attendance dues: Proprietor consults with Board before enacting the Ministry of Education approved levels (ETA Sch 6 s30).
- Special Character Donations may be collected by either party; both report annually.
- Special Character Donations requested by the school board for their purposes cannot be transferred to the proprietor.
- Fundraising for capital assets recorded as Proprietor property.
- Policy 1 Funding (10YPP) managed by Proprietor with Board input.
- Furniture & Equipment grants remain Board property; usage reported to Proprietor.
- International students: Board collects attendance dues on behalf of the proprietor and forwards this to the proprietor in a timely manner.
- Maintenance: Joint responsibility under MoE property guidelines.
- Insurance: Each party insures separately and shares insurer details annually.

- Revenue from external use of property: Board manages; surplus revenue shared by agreement.
- Proprietor offices on site: contributes to shared services such as power and IT.

Appendix C – Special Character Guidelines

1. Purpose and Authority

These Special Character Guidelines are provided by the Proprietor in accordance with Schedule 6, Section 39 of the Education and Training Act 2020. In addition to the Integration Agreement, they articulate how the school's special character is expressed, preserved, and enhanced in governance, leadership, and daily operation.

2. Scope of the Guidelines

The guidelines apply to all aspects of school life, including governance, leadership, curriculum, pastoral care, community relationships, and communication. They are to be used by the Board, Principal, and staff to ensure every aspect of school operation reflects and promotes the Proprietor's defined special character.

3. Formation and Induction

- All Board members and staff participate in induction and ongoing formation to deepen understanding of the special character.
- Induction includes the history, values, and mission of the Proprietor, as well as expectations for conduct and decision-making.
- Annual professional development and retreat opportunities should reinforce the school's ethos and identity.
- Tagged or special-character positions require explicit affirmation of support for the school's special character.
- Ensure the function and role description of the proprietor appointee on the board is clearly understood.

4. Review and Evaluation

- An external Special Character Review will be conducted by the Proprietor to evaluate how effectively the school expresses its special character at least every three years.
- The Board participates in the review, receiving feedback and identifying actions for continuous improvement.
- Findings from the review inform the renewal of this Memorandum of Understanding and school strategic planning.
- The Proprietor provides a summary report following each review, which is recorded in the Board's minutes.
- The Board will carry out a yearly internal review of special character based on meeting the special character goals set out in the annual plan.

5. Decision-Making Alignment

- All policies, planning, and governance decisions must align with the Proprietor's Special Character Guidelines.
- When employment, curriculum, or policy decisions have implications for the special character, consultation with the Proprietor is required.
- The principal ensures daily school practices reflect the character through visible symbols, rituals, liturgical life (for faith-based state-integrated schools), and relationships within the school community.

6. Dispute or Ambiguity Resolution

Where questions arise about the interpretation or application of the special character, the matter should first be discussed collaboratively between the Proprietor and Board Chairs. If unresolved, the issue may be referred to APIS for advice or mediation, ensuring that the integrity of the special character is maintained.

7. Curriculum

The proprietor cannot directly influence the curriculum programmes in the school or the teaching and learning. It is the role of the school board to ensure that the special character, as defined by the proprietor, is implemented across the teaching and learning curriculum programme of the school.

Appendix D – Communication and Consultation Checklist

- Consult before public or media communication affecting either party.
- Hold at least one liaison meeting per term.
- Conduct annual joint planning sessions (roll, staffing, property, special character).
- Record meeting outcomes and actions in writing.
- Use the agreed dispute-resolution process

Appendix E – Governance and Legislative References

- Education and Training Act 2020 (Schedule 6).
- Private Schools Conditional Integration Act 1975. (now Schedule 6 of the Education and Training Act 2020)
- Integration Agreement (between Proprietor and the Crown).
- APIS/MoE Property Protocols (March 2010).
- Proprietor's Special Character Guidelines

Appendix F – Annual Governance Calendar

This appendix provides a sample annual governance calendar outlining key Board and Proprietor milestones. It is an optional working template that may be adapted by each school.

Month	Key Governance Activities	Reporting Requirements
February	Approve Annual Plan & Budget; Confirm Committees	Receive audited accounts
May	Mid-year Strategic Review; Property & Risk Report	Receive financial and compliance updates
August	Governance self-review; Policy refresh	Confirm next year's budget assumptions
November	Approve budget and next year's plan	File annual returns and Charities report

Appendix G – Risk Register

This appendix provides an example of a Board-level Risk Register. It is an optional working tool for monitoring strategic and operational risks.

Risk Description	Likelihood	Impact	Mitigation Strategies	Responsible Person
Health & Safety non-compliance	Medium	High	Annual audit; staff training	HS&W Committee
Declining enrolment	Medium	Medium	Community engagement plan	Principal
Financial shortfall	Low	High	Regular monitoring and reserves policy	Finance Committee
Special character drift	Low	High	Staff formation and review Annual proprietor appointee report	Proprietor Appointee

Appendix H – Shared Sites and Shared Staff Protocols

Purpose

To clarify governance and operational protocols when school facilities or staff are shared between multiple proprietors, boards, or educational entities operating on a common or adjoining site.

1. Shared Sites

The Proprietor retains ownership and control of integrated land and buildings; any shared-use arrangement must be consistent with the Integration Agreement and Ministry of Education property protocols.

A Site Use Agreement should be developed where facilities are shared with another school, early-childhood centre, or external organisation. This agreement will specify:

- Physical boundaries, access rights, and times of use;
- Cost-sharing arrangements;
- Health & Safety responsibilities under the Health and Safety at Work Act 2015;
- Dispute-resolution and review procedures.

The Board manages day-to-day site operations consistent with agreed protocols, ensuring shared use does not compromise special-character activities or student safety.

Annual joint property reviews should confirm that shared-site use aligns with both parties' obligations and insurance requirements.

The Proprietor is responsible for all costs associated with non-integrated areas, unless a separate **usage cost** agreement is made with the Board. The Board's legal responsibilities and its Ministry funding are confined to the **integrated** areas of the school.

2. Shared Staff

Where personnel serve more than one entity (e.g., shared caretaker, music teacher, or chaplain), an Employment MOU or Secondment Agreement must define:

- The legal employer (responsible for payroll, tax, and compliance);
- How salary costs, leave, and professional development are apportioned;
- Reporting lines, appraisal processes, and confidentiality expectations;
- Termination or change procedures.

The Proprietor and Board will jointly ensure that all shared roles uphold the school's special character and comply with employment law and integrated-school guidelines.

For tagged or special-character roles, the Proprietor's applicant acceptability attestation (as outlined on page 7) remains required even when duties are shared.

3. Best-Practice Protocols

- Establish a single written point of contact for each party to manage shared-site or staff issues.
- Maintain an annual joint review of shared arrangements within the governance calendar.
- Record all agreements in both parties' document repositories and update them when property boundaries, staff roles, or governance structures change.