

Schedule 6 (Education and Training Act 2020) – Clause-by-Clause Board Actions + Clause text from Schedule 6

This table lists each Schedule 6 clause with a practical summary action for the board and the verbatim clause text that relates to the board action. APIS advises to seek your own legal advice as this document is a guide only.

Source: Schedule 6, Education and Training Act 2020 (version as at 1 September 2022).

Document Outline: Schedule 6 of the Education and Training Act 2020

This document provides a clause-by-clause analysis of Schedule 6, Education and Training Act 2020, focusing on the implications and required actions for boards of State integrated schools. It serves as an essential guide for ensuring compliance and effective governance. Each section delves into specific clauses, offering both practical summaries and the complete verbatim text to facilitate comprehensive understanding and adherence to statutory obligations. APIS advises to seek your own legal advice as this document is a guide only.

Navigate through the key areas below to explore the detailed breakdown of responsibilities and requirements:

01	02
Clause 1: Preservation of Special Character	Clause 5: Integration Agreements
This foundational clause addresses the paramount importance of maintaining the unique special character of State integrated schools, outlining the board's responsibilities in upholding its religious or philosophical distinctiveness.	Focusing on the formal agreements that govern integrated schools, this section details the nature, scope, and implications of integration agreements between proprietors and the Crown, including review and amendment processes.
03	04
Clauses 8-14: Administrative Framework	Clauses 18-23: Asset Management and Repayment
These clauses cover critical operational aspects, including the effective date of agreements, notification procedures, information requirements, integration reviews, supplementary agreements, financial management protocols, and conditions for the cancellation of an integration agreement.	This segment elaborates on the proper disposal of assets should an integration agreement be cancelled, outlining repayment obligations to the Crown and any compensation due to proprietors, ensuring financial accountability.
05	06
Clauses 30-38: Financial Contributions and Funding	Clauses 39-58: Roles and Responsibilities
Key clauses concerning the financial structure of integrated schools, addressing attendance dues, other financial contributions, and guidelines for fundraising activities, defining what schools can charge and how funds are managed.	This comprehensive section outlines the specific powers and responsibilities vested in both proprietors and the boards of State integrated schools, clarifying their distinct yet complementary roles in school governance and management.

Preservation of special character of State integrated schools

Clause 1

Board summary action: Embed the Integration Agreement's definition of special character into strategic plan/policies; consult Proprietor early on decisions that could affect special character; treat safeguarding special character as a governance assurance priority.

Verbatim text (Schedule 6):

(1) A State integrated school on integration continues to have the right to reflect, through its teaching and conduct, the education with a special character provided by it.

(2) Integration must not jeopardise the special character of a State integrated school.

(3) Subject to the integration agreement, the proprietor of a State integrated school—

- (a) continues to have the responsibility of supervising the maintenance and preservation of the education with a special character provided by the school:
- (b) continues to have the right to determine what is necessary to preserve and safeguard the special character of the education provided by the school and described in the integration agreement.

(4) If, in the proprietor's opinion, the special character of the school as defined and described in the integration agreement has been or is likely to be jeopardised, or the education with a special character provided by the school as defined and described in the integration agreement is no longer preserved and safeguarded, the proprietor may invoke the powers conferred on the proprietor by this schedule.

Compare: 1989 No 80 s 416 integrated schools



Integration Agreements and Machinery Matters

Clauses 2-9

Clause 5: Integration agreements

Board summary action: Ensure no board employee receives additional remuneration or more favourable conditions from proprietor (conflict/related-party controls).

Key verbatim text: (4) It is a condition of every integration agreement that no person employed at the school and paid for their services in whole or in part out of money appropriated by Parliament may be—

- (a) paid by the proprietor or the proprietor's agents any remuneration additional to that provided for by this Act; or
- (b) granted or permitted any condition of service more favourable than that permitted in the case of a person employed in a State school.

Clause 6: Other matters that may be included in integration agreements

Board summary action: Know what your Integration Agreement says about special character, religious instruction, max roll, preference provisions, and any "tagged" positions.

Key matters covered:

- Specifying land and buildings
- Describing education with special character
- Prescribing religious or philosophical instruction
- Determining maximum student numbers
- Permitting limitation of non-preference enrolments

Clause 7: Integration agreements: machinery matters

Board summary action: Maintain a copy of the Integration Agreement and any supplementary agreement; ensure board practices align to any variations.

Verbatim text: (5) An integration agreement is, for all purposes, a binding agreement between the proprietor and the Crown.

Clause 9: Notification of integration agreement

Board summary action: Know where the Integration Agreement is publicly available; keep an accessible copy for board reference.

Cancellation and Closure Provisions

Clauses 11-23

Clause 11: Cancellation of integration agreement Board action: No standing board action; be aware of cancellation pathways and consequences for continuity planning. Verbatim: (1) An integration agreement may be cancelled—(a) by the Minister, in which case clause 12 applies; or (b) by the proprietor, in which case clause 13 applies; or (c) by agreement between the Minister and the proprietor, in which case clause 14 applies.	Clause 12: Cancellation by Minister Board action: If cancellation/closure signals arise, engage early with Proprietor; ensure board decisions are documented and student continuity is prioritised. Verbatim: The Minister may cancel an integration agreement under clause 11(1)(a) if—(a) it appears to the Minister on reasonable grounds that the proprietor or the board of the State integrated school is not sufficiently carrying out its functions and obligations under this Act or under the integration agreement; and (b) the Minister has consulted the proprietor, the board, and other interested persons or groups as the Minister thinks fit.	Clause 16: Closure of State integrated school Board action: If closure contemplated, ensure student wellbeing/continuity planning and communications are strong. Verbatim: If it appears to the Minister that for the reason set out in clause 12(a) a State integrated school should be closed, the Minister may, after the consultation referred to in clause 12(b), disestablish and close the school.
---	---	---

Clause 22: Restriction on cancellation of integration agreement or closure of State integrated schools

Board summary action: Be aware that closure cannot be solely because adjacent State school has capacity; ensure any board messaging avoids that framing.

Verbatim text: No integration agreement may be cancelled in accordance with clause 11, and (despite anything in section 199) no State integrated school may be closed under clause 16, solely on the ground that adequate capacity for the students exists in an adjacent State school.

Clause 23: Compensation

Board summary action: No compensation to proprietor—board should factor this into risk/continuity advice if relevant.

Verbatim text: If an integration agreement is cancelled, or a State integrated school is closed, no compensation of any kind is due or payable to the proprietor.



Administration and Free Education

Clauses 24-25

Clause 24: Administration of State integrated schools

Board summary action: Operate as a State school but subject to special character protections; build "adequate consultation" mechanisms with Proprietor into governance processes.

Verbatim text (Schedule 6):

- (1) Except as provided in this schedule, this Act and every other enactment relating to the education of the people of New Zealand in State schools apply to a State integrated school.
- (2) Subject to clauses 1 and 2, when a private school is integrated it must be controlled and managed and operate in all respects as if it were a State school.
- (3) The powers of control and management of the board of a State integrated school are subject to clauses 1 and 2.
- (4) To give effect to subclause (3), the board of a State integrated school must provide for adequate consultation between the board and the proprietor of that school.

Clause 25: Free education

Board summary action: Provide free education on same terms as State schools—no board-imposed fees inconsistent with law (separate from attendance dues).

Verbatim text: Every student enrolled at a State integrated school must be given free education on the same terms and in accordance with the same conditions as students enrolled at a State school.

Enrolment, Instruction, and Religious Observances

Clauses 26-29

Clause 26: Preference of enrolment Board action: Implement preference enrolment in line with Integration Agreement/proprietor criteria; ensure enrolment procedure and documentation comply. Verbatim: The children of parents who have a particular or general philosophical or religious connection with a State integrated school must be preferred to other children for enrolment at the school.	Clause 27: Participation in general school programmes Board action: Ensure enrolment information makes clear participation in general special-character programme; manage opt-out requests within permitted boundaries. Verbatim: By enrolling a student at a State integrated school, a parent is taken to have accepted as a condition of enrolment that the student is to participate in the general school programme that gives the school its special character.	Clause 28: Instruction of students Board action: Oversee curriculum delivery meets national curriculum while reflecting special character; ensure special character is visible across learning areas. Verbatim: (1) Each State integrated school must instruct its students in accordance with the curricula and syllabuses prescribed under this Act or any regulations made under this Act. (2) However, the general school programme must reflect the education with a special character provided by the State integrated school, and religious and other examples may be used to reinforce teaching throughout the school day.
---	---	--

Clause 29: Religious instruction and observances

Board summary action: Ensure RI/observances continue per Integration Agreement; protect rights of students of other affiliations; implement opt-out processes sensitively.

Verbatim text:

- (1) Subject to clause 28, if religious instruction and observances form part of the education with a special character provided by a State integrated school, these must continue to form part of the general school programme in accordance with the terms and conditions prescribed in the integration agreement relating to that school.
- (2) If religious instruction and observances form part of the education with a special character provided by a State integrated school, that school—
- (a) must be responsive to the sensitivities of students and parents of different religious or philosophical affiliations; and
 - (b) may not require a student of a different religious or philosophical affiliation to participate in religious observances and religious instruction concerned with particular observances if a parent of the student states that they do not wish that student to participate.

Attendance Dues and Financial Contributions

Clauses 30-37

Clause 30: Attendance dues

Board summary action: Board must not administer or set attendance dues; ensure enrolment processes reflect any lawful dues condition and separate board finances from dues. **Note:** Clause 30(5)–(6) are about how attendance-dues notices are treated as **secondary legislation, if not must be Gazetted**.

Key verbatim text:

(1) The proprietor of a State integrated school may, if the integration agreement for the school provides, enter into an agreement with the parents or other persons accepting responsibility for the education of a child that provides that the parents or other persons must pay attendance dues as a condition of the child's enrolment at the school.

(3) Revenue received by the proprietor from attendance dues must be used solely for the following:

- (a) paying, in respect of the school or group of schools in respect of which it is received, for improvements to the State integrated school or schools' buildings and associated facilities that are required by any integration agreement or integration agreements under clause 39(2)(c);
- (b) any capital works that may be required by the Minister under clause 39(2)(d);
- (c) meeting debts, mortgages, liens, or other charges associated with the land and the buildings that constitute the premises of the State integrated school or schools.

Clause 32: Failure to pay attendance dues

Board action: Principal may suspend/remove for non-payment only with alternative enrolment arranged—board oversight of lawful process and records.

Verbatim: (3) However, no child may be suspended and have their name removed from the school register until arrangements have been made to the satisfaction of the Secretary for the child to be enrolled at some other school.

Clause 34: Financial contributions

Board action: Ensure board does not pressure/require "voluntary" contributions; ensure communications and fundraising boundaries are clear.

Verbatim: (2) Financial contributions other than attendance dues must be made on a voluntary basis, and no student may be refused enrolment because of the unwillingness of the parents to contribute in this way.

Clause 35: Restrictions on fund-raising

Board action: Do not participate in proprietor-debt fundraising during school hours; ensure policies and event approvals comply.

Powers and Responsibilities of Proprietors

Clause 39

Board summary action: Respect proprietor property rights and access rights; cooperate with reasonable access for special character assurance; ensure board decisions don't undermine clause 1.

Verbatim text (Schedule 6):

(1) The proprietor of a State integrated school must exercise its powers under an integration agreement in a manner that is consistent with clause 1.

(2) Subject to subclause (1), the proprietor of a State integrated school—

- (a) owns, holds upon trust, or leases the land and buildings that are specified in the integration agreement as constituting the school premises; and
- (b) must accept and meet the liability for all mortgages, liens, and other charges upon the land and buildings; and
- (c) must plan, pay for, and implement, over the period that may be specified in the integration agreement, the improvements to the school buildings and associated facilities that are required in accordance with the integration agreement to bring the buildings and associated facilities up to the minimum standard laid down by the Secretary for State schools; and
- (d) must plan, implement, and pay for the capital works that are approved or required by the Minister, with a view to replacing, improving, or enlarging the school, its buildings, and its associated facilities to maintain the school, its buildings, and its associated facilities at the minimum standard laid down by the Secretary for comparable State schools; and
- (e) may own, hold on trust, or lease and control, and may maintain, any land, buildings, and associated facilities that, although not part of the school in terms of the integration agreement, are regarded by the proprietor as appropriate to maintain the special character of the school; and
- (f) may, in conjunction with the board, provide for the accommodation of students living away from home; and
- (g) must insure all the buildings, chattels, and other assets owned, held on trust, or leased by the proprietor for the purposes of the school against risks normally insured against; and
- (h) must arrange with its insurers that the benefit of the indemnity under the insurance policy extends to the Minister for the buildings, chattels, and other assets paid for in whole or in part by a loan or grant made out of money appropriated by Parliament; and
- (i) must, together with the proprietor's agents and licensees, have at all reasonable times access to the school to ensure that the special character of the school is being maintained.

Clause 42: Proprietors not to question curriculum or teaching methods

Board action: Maintain boundary: proprietor access does not extend to challenging curriculum/teaching methods; board should reinforce role clarity and escalation pathways.

Verbatim: The right of access specified in clause 39(2)(i) does not give a proprietor the right to question the curriculum or the teaching methods adopted by the teachers, both of which are, subject to this Act, controlled by the principal of the State integrated school.



Teacher Appointments and Special Positions

Clauses 46-52

01

Clause 46: Requirements in respect of appointments of teachers

Board action: When delegating appointments, include at least one proprietor-appointed board member on the appointment/recommendation committee; follow PSA processes.

Verbatim: (2) When a board delegates to a committee the power to appoint a teacher or to recommend the appointment of a teacher, that committee must contain at least 1 of the persons appointed to the board by the proprietor.

03

Clause 49: Restrictions on requirement for teacher to take part in religious instruction

Board action: Ensure no teacher appointments impose religious instruction participation conditions except as allowed under clause 47; enforce boundaries in practice.

Verbatim: (1) The appointment of a teacher to a position in a State integrated school may not be conditional on the willingness and ability of that teacher to take part in religious instruction, and no appointed teacher may be required to take part. (2) Subclause (1) is subject to clause 47.

02

Clause 47: Religious instruction: appointments to special positions

Board action: Ensure adverts for principal/DRS/tagged roles include required religious instruction conditions where Integration Agreement provides; ensure designated roles and teaching duties are implemented.

Key verbatim text: Where religious instruction forms part of the special character of a State integrated school,—(a) if provided for by the integration agreement, an advertisement for the position of principal of that school must state that a willingness and an ability to take part in religious instruction appropriate to that school are conditions of appointment...

04

Clause 52: Requirements in respect of appointments

Board action: Ensure proprietor role in appointment/selection is reflected in committee process (as per Integration Agreement and clause 52); document decisions and reasons.

Verbatim: (1) Before appointing any person to a position in a State integrated primary school specified in clause 47 or 50, the board must consult the proprietor, who must report to the board the names of those applicants (if any) who, in terms of the special character of the school or in terms of the advertisement calling for applicants with particular capabilities, are acceptable for appointment. (2) On receipt of the report under subclause (1), the board may consider for appointment only those applicants who are stated in the report to be acceptable for appointment.

Relationship Between Schedule 6 and Other Parts of the Act

Clause 58

Board Summary Action

Treat Schedule 6 as overriding/special provisions where inconsistency arises; cross-check policies and IA against other Act parts and enactments.

Verbatim Text (Schedule 6)

Clause 58: Relationship between this schedule and other Parts of Act and other enactments

(1) If this schedule deals with the same subject matter as, or similar subject matter to, any other provisions of this Act, the Public Service Act 2020, or any regulations made under either of those Acts or under any enactment repealed by either of those Acts,—

- (a) express provisions in this schedule prevail in respect of State integrated schools; but
- (b) this schedule must be interpreted in a way that is consistent with the provisions of this Act or any other enactments concerned whenever this construction is appropriate and reasonable.

(2) Subject to clauses 1 and 2, if any matter concerning State integrated schools is not dealt with by express provision in this schedule, the appropriate provisions of this Act, the Public Service Act 2020, and any regulations made under any of those provisions or under any enactment repealed by this Act or the Public Service Act 2020 apply.

-
- ❑ **Key Takeaway:** Schedule 6 creates a special legal framework for State integrated schools. Where Schedule 6 speaks, it prevails. Where it is silent, general education law applies. Boards must understand both their Integration Agreement and Schedule 6 to govern lawfully and protect special character.

Proprietor Rights Under the Education & Training Act Summary

The Education and Training Act 2020, particularly through **Schedule 6**, establishes a unique partnership between proprietors, the Crown, and school boards. This framework preserves the special character of integrated schools while ensuring they meet national education standards and provide access to quality education. Schedule 6 specifically defines these relationships, outlining the implications for all parties.

Integration Agreement The foundational document, strengthened by Schedule 6, that defines your school's special character and establishes the terms of partnership with the Crown	Statutory Rights Legal protections for employment, property, enrolment preferences, and special character preservation, as detailed in Schedule 6	Governance Partnership Clear delineation of responsibilities between proprietors and school boards, as outlined within Schedule 6
---	---	---

Key Provisions from Schedule 6

Schedule 6 of the Education and Training Act 2020 details critical provisions that guide the operation of integrated schools:

 Clause 1: Preservation of Special Character Ensures the religious or philosophical beliefs on which the school was established are maintained and protected, underpinning its unique identity.	 Clause 26: Preference of Enrolment Grants integrated schools the ability to give preference in enrolment to students who identify with the school's special character, within set limits.
 Clause 39: Powers and Responsibilities of Proprietors Defines the specific rights and duties of proprietors, including managing property, appointing staff for special character roles, and ensuring the special character is upheld.	 Clause 47: Religious Instruction Appointments Empowers proprietors to appoint or approve staff members who will provide religious instruction or uphold the school's special character, ensuring alignment with foundational beliefs.

 **Important Note:** While the school board is the governing body of the school (E&TA Schedule 6, section 24), proprietors retain specific rights and responsibilities that cannot be delegated. Understanding these boundaries is critical for effective governance.

Proprietor Rights - Examples

The Education and Training Act provides state integrated schools with specific legal rights that protect their special character and ensure proprietors maintain appropriate oversight of key school functions.

Tagged Position Consultation

The proprietor must be appropriately consulted by the school board on the establishment of, and appointments to, tagged positions requiring staff who are "willing and able" to provide religious instruction or uphold special character.

Legal Reference: E&TA Schedule 6, Clauses 46 & 52

Enrolment Preference Criteria

Proprietors determine the criteria for preference of enrolment, which must be reflected in the school's enrolment procedures. This ensures families aligned with the special character receive priority access.

Legal Reference: E&TA Schedule 6, Clauses 26 & 27

Attendance Dues Authority

With ministerial approval, proprietors may require attendance dues, the payment of which can be a condition of enrolment.

Legal Reference: E&TA Schedule 6, Clauses 30(1)

All boards must operate within the framework of [Schedule 6, Section 5 \(Statement of National Education and Learning Priorities\)](#), [Section 127 \(Paramount Objective of Boards in Governing Schools\)](#), and [Section 130 \(Principal as Chief Executive of Board\)](#).