

THIS DEED OF AGREEMENT is made the 29 day of January 19 93

BETWEEN RUDOLF STEINER SCHOOL TRUST (OTAGO) a duly constituted Board pursuant to a certain Deed of Trust dated the 4th August 1989 (hereinafter with its successors referred to as 'The Proprietor') of the First part.

AND HER MAJESTY THE QUEEN acting by and through the Minister of Education (hereinafter referred to as 'the Minister' of the Second part.

WHEREAS

- A. The Proprietor is the owner of OTAGO RUDOLF STEINER SCHOOL - Kotuku School - (hereinafter referred to as 'the School').
- B. The school is a Rudolf Steiner Waldorf School and has operated as a Rudolf Steiner Waldorf School with children from its most junior pupils of five years to its most senior pupils of thirteen years. For the purposes of this Agreement the age of the pupils in the integrated school is from five to thirteen years of age.
- C. The Minister and the Proprietor have agreed to enter into this Deed of Agreement pursuant to the Private Schools Conditional Integration Act 1975, whereby the School is to be established as an Integrated School.

NOW THIS DEED OF AGREEMENT WITNESSES THAT IT IS HEREBY COVENANTED AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. THAT the Minister and the Proprietor HEREBY AGREE that the School is to become an Integrated School pursuant to the Private Schools Conditional Integration Act 1975.

2. THAT the Schools special character as is hereinafter described, shall incorporate the education with a special character as provided in the School AND IT IS HEREBY AGREED AND DECLARED that the School shall at all

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times in the future be conducted and operated so as to maintain and preserve the Schools special character and these presents shall be interpreted so as to maintain and preserve the special character of the School.

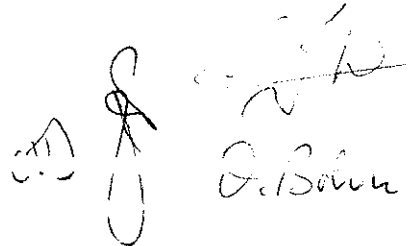
3. ON behalf of the Proprietor it is hereby agreed that:-

3.1 The Proprietor is the owner of all the land more particularly described in the First schedule hereto (hereinafter referred to as 'the Proprietors land') and the improvements thereon. The School premises for the purposes of this Deed of Agreement are the land and improvements more particularly described in the Second schedule hereto, and are hereinafter referred to as 'the School premises'.

3.2 The Proprietor shall set apart and appropriate as owner all the School premises and all the chattels and other assets of the Proprietor associated with the School exclusively for the purposes of the School as an integrated School so that the Controlling Authority of the School shall have the exclusive right to the possession and use of the School premises and chattels
PROVIDED THAT:

3.2.1 At the request of the Proprietor, the Board of Trustees may grant the use of the School premises or persons at any time when the School premises and chattels are not required for School purposes and the Board of Trustees shall not unreasonably or arbitrarily withhold its consent. The Board of Trustees may require the Proprietor or person or persons to pay a reasonable fee to the Board of Trustees as a condition of such use.

3.2.2 With the consent of the Proprietor, the Board of Trustees may grant the use of the School premises and chattels to other person or persons at any time when the School premises and chattels are not required for School purposes and the Proprietor shall not unreasonably or arbitrarily withhold its consent. The Board of Trustees may require any such person or persons to pay a reasonable fee to the Board of Trustees as a condition of such use.



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- 3.2.3 The Proprietor shall accept and meet the liability for all mortgages, liens and other charges upon the land and buildings comprising the School premises.
- 3.2.4 The Proprietor shall plan, pay for, and execute the improvements described in the Third schedule to the School premises, so as to bring the School buildings and associated facilities forming part of the school premises up to the minimum standard for comparable State Schools prevailing at the effective date of this Deed of Agreement. Such improvements shall be carried out in accordance with the dates specified against such improvements in the Third schedule. The Proprietor shall upon completion of any improvements to electrical services described in the Third schedule arrange for the local electrical supply authority to inspect the School premises in terms of Regulation 45 of the Electrical Supply Regulations 1976 or such other regulation as shall be in force in substitution for the same.
- 3.2.5 The Proprietor shall plan, execute and pay for such capital works and associated facilities at the School as may be approved or required, from time to time by the Minister pursuant to Section 40(2)(d) of the Private Schools Conditional Intergration Act 1975.
- 3.2.6 The Proprietor may own or hold upon trust, and control and maintain any land, buildings and associated facilities that, although not part of the Integrated School premises in terms of this Deed of Agreement are regarded by the Proprietor as appropriate to maintain the special character of the School.
- 3.2.7 The Proprietor shall insure all the buildings forming part of the School premises and the Proprietors chattels (if any) owned or held upon trust for the purposes of the School and the other assets owned by the Proprietor for the purpose of the School against risks normally insured against, in some responsible insurance office in New Zealand and further acknowledges the obligation on it created by Section 40(2)(h) of the Private Schools Conditional Intergration Act 1975.
- 3.2.8 No person employed at the School and paid for his or her services

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in whole or in part out of the monies appropriated by Parliament shall be paid by the Proprietor or its servants or agents any remuneration additional to that provided for by the Private Schools Conditional Intergration Act 1975 or shall be granted or permitted any condition of service more favourable than that permitted in the case of a person employed in a comparable position in a State School PROVIDED HOWEVER that a teacher to whom the provisions of Section 71 of the Act apply shall continue to be paid no less than the same salary and be accorded the same status as he or she received or was accorded on the day before the effective date of the integration of the School.

4. THE land and buildings constituting the School premises are subject to the mortgages, debts, liens, encumbrances, easements, licences, restrictions and other matters which affect the title to or enjoyment of the land and have the appurtenances or benefits attaching to the land more particularly described in the First schedule hereto.

5. THE School provides and shall continue to provide education with a special character the essential elements of which include:

The special character of the School is that it is a Rudolf Steiner Waldorf School for boys and girls established by Rudolf Steiner Schools Trust for the community of parents who wish their children to receive Rudolf Steiner Waldorf education.

The Rudolf Steiner Schools Trust promotes and supports the school in its provision of education with a special character, that is to say:

The School is a Rudolf Steiner Waldorf School in which Rudolf Steiner's Art of Education is practised. Anthroposophy, as a world conception, its description of the universe, and the human being is the basis of the art of education and of all endeavour in the School. The education with a special character includes Festival observances and religious education which is Christian in its deepest sense, free of dogma or sectarianism.

The College of Teachers which works collegially, shares responsibility for maintaining the special character of the School and the anthroposophical

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impulse which is inherent in all aspects of School life.

6. THE Proprietor of the School subject to the provisions of this Deed of Agreement:


- 6.1 Shall continue to have the responsibility to supervise the maintenance and preservation of the education with a special character provided by the School.
- 6.2 Shall continue to have the right to determine from time to time what is necessary to preserve and safeguard the special character of the education provided by the School and described in this Deed of Agreement.
- 6.3 May invoke the powers conferred upon it by the Private Schools Conditional Intégration Act 1975, if in the opinion of the Proprietor the special character of the School as defined and described in this Deed of 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 this Deed of Agreement is no longer preserved and safeguarded.

7. 7.1 ON Intégration the controlling authority of the School shall be a Board of Trustees constituted pursuant to the provisions of the Education Act 1989.

7.2 The control and management of the School shall be exercised subject to the provisions of Section 25(6) of the Private Schools Conditional Intégration Act 1975 as long as that Section remains in force.

8. THE maximum roll of the School shall be twenty four (24) pupils. Any increase in roll shall be the subject of a supplementary Agreement.

9. THE Proprietor agrees pursuant to paragraphs 3.2.4 and 3.2.5 of Clause 3 of this Deed of Agreement it will bring the School up to the minimum standard of accommodation laid down from time to time by the Secretary for Education for a comparable State School.

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10. PREFERENCE of enrolment at the School under Section 29(1) of the Private Schools Conditional Integration Act 1975 shall be given only to those children whose parents have established a particular or general connection with the special character of the School and the Controlling Authority shall not give preference of enrolment to the parents of any child unless the Proprietor has stated that those parents have established such a particular or general connection with the special character of the School.


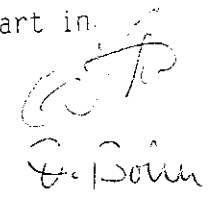
10.1 No child shall be enrolled at the School unless the proprietor has stated that the parents of that child have established a particular or general connection with the special character of the School.

11. AS festival observances and religious instruction form part of the education with a special character provided by the School, festival observances and religious instruction in accordance with the determination of the Proprietor after consultation with the College of Teachers shall continue to form part of the School programme in accordance with Sections 31 and 32 of the Private Schools Conditional Intergration Act 1975.

12. THE Proprietor, together with its servants, agents and licensees, shall subject to the proviso of Section 40(2)(i) of the Private Schools Conditional Integration Act 1975, have at all reasonable times access to the School to ensure that the special character of the School is being maintained pursuant to Section 3 of the Private Schools Conditional Integration Act 1975.

13. THE Proprietor, together with its servants, agents and licensees, shall have at all reasonable times access to the land and buildings of the School constituting the School premises sufficient to enable it to exercise the powers and carry out the responsibilities vested in it and imposed on it by the Private Schools Conditional Integration Act 1975 and by this Deed of Agreement.

14. AN advertisement for the position of Principal of the School shall in accordance with Section 65(1)(a) of the Private Schools Conditional Integration Act 1975 state that a willingness and ability to take part in.

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religious instruction appropriate to the special character of the School shall be a condition of appointment. Any person so appointed to the position of Principal shall accept these requirements as a condition of appointment. The Principal so appointed shall accept and recognise a responsibility to maintain and preserve the special character of the School.

15. THE teaching position known as Junior School position at the Otago Rudolf Steiner School shall be agreed to be a special position in accordance with Section 66 of the Private Schools Conditional Integration Act 1975 requiring specific capabilities in the teacher appointed, namely to teach and to organise programmes for the younger child in accordance with the special character of the School. An advertisement for the position of Junior School teacher shall state that possession of these capabilities shall be a condition of appointment. Any person so appointed shall accept and recognise the responsibilities to maintain, uphold and preserve the special character of the School and accept these requirements as a condition of appointment.

16. THE positions of Eurythmy Teacher, Bothmer Gymnastics Teacher and Waldorf handwork Teacher at the School are agreed pursuant to Section 66 of the Private Schools Conditional Integration Act 1975 to be specific positions that require particular capabilities in the teacher appointed, namely to assist and direct the planning and organisation of Eurythmy, Bothmer Gymnastics and Handwork at the School to ensure that they reflect the special character of the School, and an advertisement for the position of Eurythmy Teacher, Bothmer Gymnastics Teacher and Waldorf Handwork Teacher shall state that possession of these capabilities shall be a condition of appointment. Any person so appointed to the position of Eurythmy Teacher, Bothmer Gymnastics Teacher and Waldorf Handwork Teacher shall accept these requirements as a condition of appointment.

17. THE Board may arrange for any person to undertake voluntary tasks to assist in the School with the teaching of festival observances and religious instruction appropriate to the special character of the School.

18. THE Proprietor of the School shall have the right to enter into an Agreement with the parents or other persons accepting responsibility for the education of a child providing that as a condition of enrolment and attendance of that child at the School, the parents or other persons shall pay attendance dues established in respect of the School at such rates and subject to such conditions as may be approved from time to time by the Minister, by notice in the New Zealand Gazette in accordance with Section 36 of the Private Schools Conditional Integration Act 1975.

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19. AT the date of Integration the School shall be classified as a Primary School for boys and girls from five to thirteen years of age and shall remain so until such time as an agreement to change in this organisation of the School is reached between the Proprietor and the Minister and the parties hereto entering into a supplementary Deed of Agreement to give effect hereto.

20. THE Proprietor shall not engage any teachers between the date of execution of this Deed of Agreement and the effective date of integration, other than those whose names that have already been notified by the Proprietor to the Director General of Education without first obtaining the consent of the Director General.

21. THE Proprietor shall reimburse the Minister for the payment of salary, wages and proportion of School holiday pay due and paid by the Minister in respect of the 1993 School year to any person employed at the School up to the effective date of integration.

22. THE Minister subject to paragraphs 3.2.4 and 3.2.5 of Clause 3 of this Deed of Agreement after the effective date of this Agreement, shall maintain the School premises and associated facilities in a state of repair, order and condition as for a Comparable State School and provide for the maintenance of the chattels as though the School were a State School, but the Minister will not accept responsibility for deferred maintenance. The Proprietor shall maintain these areas in a condition that provides for the health and safety of staff and students as long as they are in use. The School shall be entitled to such furniture and equipment as the Controlling Authority supplies from time to time to comparable State Schools.

23. THE effective date of this Deed of Agreement shall be the
 1 day of *February* 1993.

24. ON and after the effective date specified in this Deed of Agreement the School shall be an integrated School in terms of the Private Schools Conditional Integration Act 1975.

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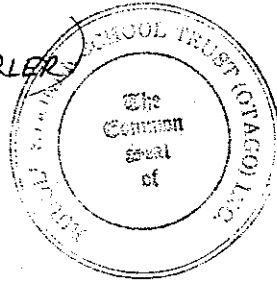
IN WITNESS WHEREOF these presents have been executed the day and year first hereinbefore written.

THE COMMON SEAL OF THE RUDOLF STEINER SCHOOL TRUST (OTAGO) was hereunto affixed in the presence

of: *MA Stevens, Barrister, Dunedin.*

C. J. Mal (CHARLES TERENCE MARLER)

D. Bohn (Dora Bohn)..



SIGNED by ERIC PEDERSEN Senior Manager
National Operations pursuant to authority
delegated by The Minister of Education
acting on behalf of HER MAJESTY THE QUEEN
in the presence of:

Eric Pedersen

Charlotte Hughes-Johns

Advisor

36 Hanover St

Wellington

FIRST SCHEDULE OF PROPRIETORS LAND AND MORTGAGES

All those parcels of land situate in the Land Registration District of Otago containing:

2316m² more or less situated in the City of Dunedin being Allotments seventy six (76) seventy seven (77) and part Allotment eighty one (81) on Deposited Plan 168, being part of that land in Certificate of Title 243/43.

The Land is subject to:- Mortgage 763000/2 The Prometheus Foundation.

Mortgage debts as at 31/12/92

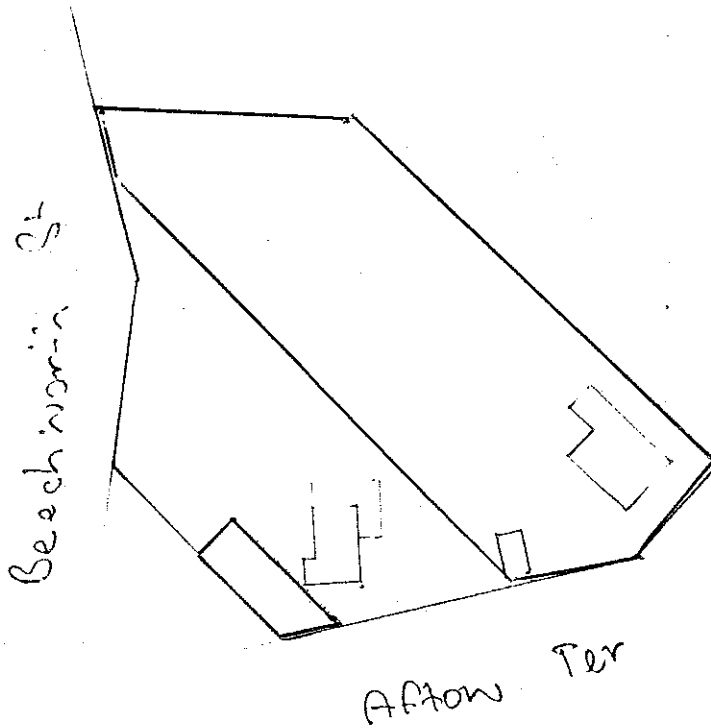
Mortgage 763000/2 to The Prometheus Foundation, amount outstanding \$37,520.00
Mortgage to Mr and Mrs T. Allen amount outstanding \$26,806.00
Mortgage to Kevin Birnie, amount outstanding \$8,000.00.

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SECOND SCHEDULE

Rudolph Steiner School
Afton Ter Dunedin



approx location of improvements

Scale 1mm = 1m.

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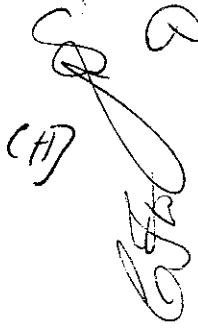
THIRD SCHEDULE

KOTUKU SCHOOL (RUDOLF STEINER) DUNEDIN

WORKS TO BE CARRIED OUT BY THE PROPRIETOR IN RELATION TO THE INTEGRATED 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 STATE SCHOOL.

ALL WORK IS TO BE CARRIED OUT BY COMPETENT TRADESPERSONS OR IN A PROFICIENT MANNER TO THE MINISTRY OF EDUCATION STANDARDS.


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WORKS TO BE CARRIED OUT BY THE PROPRIETOR IN RELATION TO THE INTEGRATED 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 to bring them up to the minimum standard for a comparable state school. All work is to be carried out by competent tradesmen or in a workmanlike manner to the Ministry of Education standards.						
	AGREED PHASING OF WORK TO BE COMPLETED BY:					
	Immediate	Year 1	Year 2	Year 3	Year 4	Year 5
	30.6.93			30.6.95	30.6.96	
PLANNING						
Provide and plan for as necessary, replacement of existing building prior to obsolescence			When and as necessary			
EXTERIOR						
Access to the building.						
Regrade existing ramp to comply with NZS 4121 & widen to code requirement. (See consultants report).				x		
Provide concrete paths to create easy access to & from the building after ramp has been constructed.				x		
Finish cladding to north side of the building and provide foundation vents where necessary.				x		
Complete cladding to south side of the building.				x		
Ensure that all opening windows are able to be opened (replace rusted hinges).				x		
Carry out a complete exterior repaint of the building.					x	
Replace existing iron roof with new longrun galvanised iron, or colour steel complete with netting, flame stop paper, renew purlins and install fibreglass batts (reroof to Ministry of Education specification).						
Engineer to inspect chimney stacks & remove, or replace if necessary.				x		
Provide off sheet carparking.						
Provide hard surface paved area of 325m ²						
In the event of Chingford Park use being withdrawn, provide grassed area to code.						x
FURNITURE						
Upgrade furniture to state school standard						x

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WORKS TO BE CARRIED OUT BY THE PROPRIETOR IN RELATION TO THE INTEGRATED 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 to bring them up to the minimum standard for a comparable state school. All work is to be carried out by competent tradesmen or in a workmanlike manner to the Ministry of Education standards.	AGREED PHASING OF WORK TO BE COMPLETED BY:					
	Immediate	Year 1	Year 2	Year 3	Year 4	Year 5
	30.6.93	30.6.94	30.6.95	30.6.96		
PLUMBING						
Upgrade plumbing to meet the requirements of the plumbing and drainage regulations.			x			
Complete installation of all down pipes & spoutings	x					
Provide one drinking fountain as a code requirement by the Ministry of Education.			x			
INTERIOR CLASSROOM 2						
Repile and level floor area				x		
Close off or remove existing fire places			x			
Provide floor coverings				x		
Upgrade lighting to code requirements				x		
Upgrade heating with wall mounted 2kw fan convectors one for each classroom and install new circuits and MCBs (see consultants report)				x		

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WORKS TO BE CARRIED OUT BY THE PROPRIETOR IN RELATION TO THE INTEGRATED 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 to bring them up to the minimum standard for a comparable state school. All work is to be carried out by competent tradesmen or in a workmanlike manner to the Ministry of Education standards.	AGREED PHASING OF WORK TO BE COMPLETED BY:	Year 1	Year 2	Year 3	Year 4	Year 5
		30.6.93	30.6.94	30.6.95	30.6.96	
INTERIOR CLASSROOM 1						
Close off or remove existing fire place		X				
Provide floor coverings		X				
Upgrade lighting same as for classroom 2				X		
Upgrade heating same as for classroom 2		X				
Provide opening windows to improve cross ventilation		X				
FIRE PROTECTION						
Upgrade to comply with fire and design of Education buildings. Replace all locks with a type that can be operated from the inside without the use of keys. This applies to all rooms						X
Provide exit signs to all doors				X		
TOILETS						
Provide the required amount of wc closets to comply with plumbing & drainage regulations				X		
Provide one sanitary disposal unit for staff & senior pupils				X		
FOYER AREA						
Wall mount existing 2kw heater						X
SICK BAY						
Upgrade facilities of sick bay to Ministry of Education requirements.					X	

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