

INTEGRATION DEED OF AGREEMENT

THIS DEED is made the 20th day of January 2005

BETWEEN **The Waldorf Schools Bay of Plenty Trust** a duly constituted Board pursuant to a certain Deed of Trust dated this 14 April 1989 (hereinafter with its successors referred to as 'the Proprietor').

AND **Her Majesty the Queen** acting by and through the Minister of Education (hereinafter referred to as 'the Minister').

BACKGROUND

- A The Proprietor is the owner of Tauranga Rudolf Steiner School ('the School').
- B The Minister and the Proprietor have agreed to the integration of the School pursuant to Section 7(2) of the Private Schools Conditional Integration Act 1975 ('the Act').
- C The Minister has approved the establishment of the school as an integrated school under section 7(1) of the Act.
- D The school is a Rudolf Steiner Waldorf School and has operated as a Rudolf Steiner Waldorf Primary School for children from its most junior pupils of five years (Year 1) to Year 8. The Proprietor intends in the future, upon reaching agreement with the Minister, to change the organisation of the school to provide education to pupils from Year 1 to Year 13. The Proprietor acknowledges that no guarantee is made by the Minister, who shall have sole discretion on the matter. If the Minister should agree, such change will not occur until the parties have entered into a supplementary Deed of Agreement to give effect thereto. For the purposes of this Agreement the age of the pupils in the integrated school is from Year 1 to Year 8.

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

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| Agreement | 1 | 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. |
| Special Character Agreement | 2 | The School's special character (described in clause 4), shall incorporate education with a special character as provided by the School AND IT IS HEREBY AGREED AND DECLARED that the School shall at all times in the future be conducted and operated so as to maintain and preserve the School's special character and 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: |



- Proprietor's Land & Premises** 3.1 The Proprietor is the owner of all the land and improvements more particularly described in the First Schedule ('the Proprietor's land') and the improvements thereon.
- School Premises** 3.2 The School premises for the purposes of this Deed of Agreement are the land and improvements more particularly described in the Second Schedule, (hereinafter referred to as 'the School premises').
- Use of School Premises** 3.3 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 purposes of the School as an integrated School so that the Board of Trustees of the School shall have the exclusive right to the possession and use of the School Premises and chattels.
- Land & Buildings** 3.4 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.
- PROVIDED THAT**
- School Premises Proprietor's and External use** 3.4.1 At the request of the Proprietor, the Board of Trustees may, subject to section 40A of the Act, grant the use of the School premises and chattels to the Proprietor or other person or persons at any time when the School premises and chattels are not required for school purposes and the Board of Trustees may require any such person or persons to pay a reasonable fee to the Proprietor as a condition of such use.
- Proprietor's Debt** 3.5 The proprietor shall accept and meet the liability for all mortgages, liens and other charges upon the land and buildings comprising the School premises described in the First Schedule.
- 3.6 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 Act.
- Proprietor's Property** 3.7 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.
- Insurance** 3.8 The Proprietor shall insure all the buildings forming part of the School premises and the Proprietor's chattels (if any) owned or held upon trust for the purposes of the School and any 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 Act.
- Self Remuneration** 3.9 No person employed at the School and paid for his or her services in whole or in part out of monies appropriated by Parliament shall be paid by the Proprietor or its servants or agents any remuneration additional to that provided for by the Act or shall be granted or permitted any condition of

service more favourable than that 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.

- 3.9.1 Contracts of employment for persons employed at the School who are paid in whole or in part out of money appropriated by Parliament shall be negotiated in accordance with Part VII of the State Sector Act, 1988.

Special Character Statement 4

The School provides and shall continue to provide education with 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 Waldorf Schools Bay of Plenty Trust for the community of parents who wish their children to receive Rudolf Steiner Waldorf Education.

The Waldorf Schools Bay of Plenty 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 works collegially in a spiritual way and shares responsibility for maintaining the special character of the School, and the anthroposophical impulse which is inherent in all aspects of school life.”

Proprietor’s Rights and Responsibilities

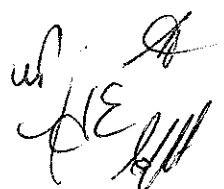
- 5 The proprietor of the School subject to the provisions of this Deed of Agreement:
- 5.1 Shall continue to have the responsibility to supervise the maintenance and preservation of the education with a Special Character provided by the School.
- 5.2 Shall continue to have the right to determine from 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.
- 5.3 May invoke the powers conferred upon it by the Act, 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 the Deed of Agreement is no longer preserved and safeguarded.

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- Governance** 6 The Controlling Authority of the School shall be a Board of Trustees constituted pursuant to the provisions of the Education Act 1989.
- 6.1 The control and management of the School shall be exercised solely by the controlling authority in accordance with section 75 of the Education Act 1989, subject to the provisions of Section 25(6) of the Act.
- School Roll** 7 It is agreed by and between the parties hereto that the maximum the roll of the School shall be 200 pupils. Any increase in roll shall be subject to a supplementary agreement.
- Building** 8 The proprietor agrees that pursuant to Paragraphs 3.4 and 3.5 of Clause 3 of this Deed of Agreement it will bring the School up to a minimum standard of accommodation laid down from time to time by the Secretary for Education for a comparable State School.
- Enrolment Agreement** 9 Preference of enrolment at the School under Section 29(1) of the Act shall be given only to those children whose parents/caregivers have established a particular or general philosophical or religious 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/caregivers have established such a particular or general connection with the Special Character of the School.
- 9.1 IN accordance with section 7(6)(h) of the Act, unless the Proprietor and the Secretary of Education otherwise agree there shall be no enrolments of pupils whose parents, or other persons accepting responsibility for the education of the child, do not have a preference of enrolment at the School in accordance with the provisions clause 9 herein.
- Festival Observance Part of School Programme** 10 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 Section 31 and 32 of the Act.
- Proprietor's Access To School** 11 The Proprietor, together with its servants, agents and licensees, shall subject to the proviso of Section 40(2)(i) of the Act, 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 Act.
- 11.1 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 Act and by this Deed of Agreement.

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Principal and Special Character	12	An advertisement for the position of Principal of the School shall, in accordance with Section 65(1)(a) of the Act, state that a willingness and ability to take part in instruction appropriate to the Special Character of the School shall be a condition of appointment. The Principal so appointed shall accept and recognise a responsibility to maintain and preserve the Special Character of the School.
Staff And Special Character	13	Other than for the position of Principal (see Clause 12), all teaching positions within the full staffing entitlement are to be considered special positions requiring particular capabilities on the part of teacher(s), namely to teach and organise programmes in accordance with the curriculum and the Special Character of the School. Advertisements for these positions shall state that possession of these capabilities or willingness to undertake in-service training, shall be a condition of appointment in accordance with Section 66(1) of the Act.
Other Special Character Staff	14	Any retired teacher or other person may undertake voluntary tasks, assisting the teacher in relation to the beliefs and instruction that are the foundation of the Schools Special Character with the consent of the School Board in terms of Section 69(1) of the Act.
	14.1	The Proprietor in accordance with Section 69(2) of the Act may employ such persons as a priest, mentor or otherwise to assist in the School with the teaching of festival observances and religious instruction appropriate to the Special Character of the School.
Voluntary Staff	15	The Proprietor, with the consent of the Board, may arrange for any person to undertake voluntary tasks to assist any teacher in the school with the teaching of festival observances and religious instruction appropriate to the Special Character of the School.
Teaching Positions	15A	The parties acknowledge that Part 10 of the Education Act 1989 shall apply to any person employed in a teaching position at the school.
Parent Help	16	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 Act.
School To Be A Primary School	17	At the date of Integration the School shall be classified as a Primary School for boys and girls from Year 1 to Year 8 and shall remain so until such time as an agreement to change in the 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 thereto.



- Special Character Continuance** 18 The 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.
- Staffing Restrictions** 19 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 have already been notified by the Proprietor to the Secretary of Education without first obtaining the consent of the Secretary of Education.
- School Maintenance After Integration** 20 The Minister shall, subject to Clause 3.4. and 3.5 of this Deed of Agreement, after the effective date hereof, 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. The School shall be entitled to such furniture and equipment as the Minister supplies from time to time to comparable State Schools for additional new facilities.
- Proprietor's Land Costs** 21 Where any of the costs associated with the conduct of the Proprietor's land and buildings that are not part of the School premises cannot be separated from the costs associated with the operation of the school premises, the Proprietor and the Board of Trustees shall contribute to such costs according to their respective use of the services and facilities.
- Dated** 22 That the effective date of integration of the school shall be the 31st day of January 2005.

W. A.
J.E.
[Signature]

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

**THE COMMON SEAL OF
WALDORF SCHOOLS BOP TRUST**
Was hereunto affixed in the presence of:

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[Handwritten signature]
.....

[Handwritten signature]
.....

SIGNED for and on behalf of
HER MAJESTY THE QUEEN by:

[Handwritten signature: Kathy Phillips]
.....

Kathy Phillips
Senior Manager

Ministry of Education in the presence of:

[Handwritten signature]
Adviser
Ministry of Education
Wellington
.....

Attached:

SCHEDULE ONE

SCHEDULE TWO

SCHEDULE THREE

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FIRST SCHEDULE

Description of the Proprietor's land

The Proprietor's Land:

All that land, buildings and other improvements owned by the Waldorf School (Bay of Plenty) Trust situated in Welcome Bay, Tauranga, being known as Tauranga Rudolf Steiner School, and delineated in red on the plan forming part of the Second Schedule to this Deed and being all that freehold parcel of land containing approximately 6.4613 hectares being Lot 2 on Deposited Plan S.47587 and being Section 32 Block XV Tauranga Survey District.

W. A.
J. E. M.

SECOND SCHEDULE

Description of land, buildings and other improvements comprising the School premises.

The School Premises:

All that part of the Proprietor's land as described in the **First Schedule** hereto, delineated in yellow on the annexed plan of the Proprietor's land, which forms part of this Schedule, **together with** all the School buildings delineated in pink and other improvements thereon.

Attached two pages of land and buildings to be integrated.

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THIRD SCHEDULE

Block	Items to be addressed	Requirements	Time frame	Completed
A	Foundation – Timber Piles	* Code Compliance Certificate from Council to confirm the foundations are in line with approved consent drawings. ¹	Items marked as a ¹ by Integration date - all other	
A	Disabled persons access inline with MoE requirements	* Ramping to the front and rear of building. * 20mm step at the threshold. * Lever type hardware with split spindle to give automatic egress from the building at any stage. * Smoke and intruder alarms systems which comply with MoE specifications. ¹ * Paint (it is important that paint used in safe path access etc is zero flame spread). * Signage – Exit signs will be required over all doors to be used in emergencies for egress.	requirements within 6 months from integration date.	
E	Access to ramp	* This building requires access to the ramp to be made more user friendly.	As above	
E	Toilet	* One of the toilets needs a wall constructed to give greater privacy.	As above	
E	Work required for upgrade	* Signs which comply with NZ standards. * Smoke and intruder alarm system which comply with MoE standards. ¹ * Egress hardware to be lever type which comply with disabled persons requirements. ¹ * Lighting was assessed at 400 lux at desk height. Please be aware that to vary from this a management policy or level of understanding with regard to various light levels for different activities is required.	As above	
F	Ramp	* The ramp must have a rail fitted 75mm above the deck as required by the NZ Standard 4121. Because this will then create a trip hazard, it is recommended that the handrail also be fitted.	As above	
F	Edge around deck	* The edge around the deck may either have a painted strip to warn of the change of levels or a handrail would be recommended.	As above	
F	Lead edge to top step	* The lead edge of the top step should have a painted strip to warn disabled persons that there is a drop here and not a ramp.	As above	
F	Interior of classroom	* Smoke & security systems which comply with MoE standards need to be fitted. ¹ * Compliant exit signs over egress doors are to be provided. * Signs restricting access through egress doors to be removed. * A wide passage is to be left to give free access to exit doors.	As above	
F	Toilet	* Need to check and ensure that handrail fittings and heights are compliant with NZ Standards 4121.	As above	