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THIS DEED OF AGREEMENT is made the

15<sup>th</sup> day of December 1997

BETWEEN RUDOLF STEINER SCHOOLS (WAIKATO) TRUST a duly constituted Board pursuant to a certain Deed of Trust dated this 27<sup>th</sup> day of February 1981 (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 WAIKATO WALDORF SCHOOL (RUDOLF STEINER INITIATIVE) (hereinafter referred to as 'the School').
- B. The School is a Rudolf Steiner Waldorf School Initiative and has operated as a Rudolf Steiner Waldorf School with children from its most junior pupils of five years with the intention of its most senior pupils of nineteen years. For the purposes of this Agreement the age of the pupils in the integrated school is from Year 1 to Year 8.
- 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:-

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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. THE School's 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 times in the future be conducted and operated so as to maintain and preserve the School's 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 Proprietor's 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 thereafter 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 Board of Trustees 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 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 shall not unreasonably or arbitrarily

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withhold its consent. 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.

- 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 Proprietor as a condition of such use.
- 3.3. The Proprietor shall accept and meet the liability for all mortgages, liens and other charges upon the land and buildings comprising the School premises.
- 3.4. 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.
- 3.5. 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 Integration Act 1975.
- 3.6. 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

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3.7. 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 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 Integration Act 1975.

3.8. 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 Private Schools Conditional Integration 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 <sup>be</sup> ~~he~~ 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(Waikato)

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Trust for the community of parents who wish their children to receive Rudolf Steiner Waldorf education.

The Rudolf Steiner Schools(Waikato) 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.

Subject to the Education Act 1989, the College of Teachers which works collegially in a spiritual way, shares responsibility for maintaining the Special Character of the School, and the anthroposphical 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 Integration 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

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Special Character provided by the School as defined and described in this Deed of Agreement is no longer preserved and safeguarded.

7. 7.1 THE Controlling Authority of the School shall be a Board of

Trustees constituted pursuant to the provisions of the Education Act 1989.

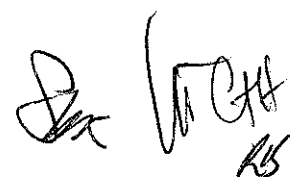
7.2 The control and management of the School shall be exercised subject to the provisions of Section 25(6) of the Private Schools Conditional Integration Act 1975.

8. IT is agreed by and between the parties hereto that the maximum roll Of the School shall be 52 pupils. Any increase in roll shall be subject to a supplementary agreement.

9. 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 the minimum standard of accommodation laid down from time to time by the Secretary for Education for a comparable State School.

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/caregivers 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/caregivers 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.

Handwritten signatures and initials at the bottom right of the page. There are two distinct signatures, one appearing to be 'J. [unclear]' and another 'V. [unclear]'. Below these, the initials 'AS' are written.

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 Integration 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 instruction appropriate to the special character of the School shall be a condition of employment. Any person so appointed 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. OTHER than for the position of Principal (see Clause 14), all teaching positions within the full staffing entitlement are to be considered special positions requiring particular capabilities on the part of the teacher(s), namely to teach and organise programmes in accordance with the curriculum and the special character of

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the School. Advertisements for these positions shall state that possession of these capabilities shall be a condition of appointment in accordance with s 66(1) of the Private Schools Conditional Integration Act 1975.

16. ANY retired teacher or other person may undertake voluntary tasks relating to the beliefs and instruction that are the foundation of the School's Special Character with the consent of the School Board in terms of Section 69(1) of the Private School's Conditional Integration Act 1975.

17. THE Proprietor in accordance with Section 69(2) of the Private Schools Conditional Integration Act 1975 may employ one person whether as a Chaplain or otherwise 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, with the consent of 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.

19. 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.

20. 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 this organisation of the School is reached between the Proprietor and the Minister and the parties hereto entering into a Proprietor and the

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Minister and the parties hereto entering into a supplementary Deed of Agreement to give effect thereto.

21. 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.

22. 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.

23. 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.

24. WHERE any of the costs associated with the conduct of the Proprietors 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.

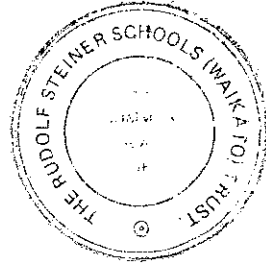
25. THAT the effective date of this Deed of Agreement shall be the 28<sup>th</sup> of January 1998.

26. 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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*AB* *EM* *GA*

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

THE COMMON SEAL of RUDOLF STEINER )  
SCHOOLS (WAIKATO) TRUST was hereunto )  
affixed in the presence of: )



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SIGNED by *Ross Boyd* )  
pursuant to authority delegated by The Minister )  
of Education acting on behalf of HER )  
MAJESTY THE QUEEN in the presence of: )

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**FIRST SCHEDULE**

All that parcel of land containing 6.42 hectares more or less being Lot 2 on Deposited Plan S.71495 being Certificate of Title 57C/12 and Lot 1 on Deposited Plan S.71495 being part of the land in Certificate of Title Volume 57C/13 (South Auckland Registrar), such Certificate of Title to be amalgamated in December 1998, and subject to Mortgage to Westpac Trust and Caveat to W.D.C. & C.E. Hutchinson.

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## SECOND SCHEDULE

1. Layout of School.
2. Drawings of classrooms.

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# WAIKATO WALDORF SCHOOL (RUDOLF STEINER INITIATIVE, HAMILTON)

## THIRD SCHEDULE

### WORK 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. The proprietor will ensure that all work is carried out in a tradesmanlike and professional manner.

### AGREED PHASING OF WORK TO BE COMPLETED BY:

1. **SITE:**  
If adventure playground equipment is installed it must comply with AS/NZS 4486.1.1997  
"Specification for playgrounds and playground equipment"  
  
30/4/98
2. **BLOCK A (ex Hospital):**  
Complete painting of exterior  
Secure area of loose cobblestones at bottom of ramp access  
Seal holes and edging to sink bench  
Install correct exit signs to all egress ways in terms of the Building Act  
Remove all inflammable liquids from the classroom  
  
10/1/98  
10/1/98  
10/1/98  
10/1/98  
10/1/98
3. **BLOCK B (Te Rapa):**  
Paint exterior of block  
Paint interior of block  
Repair all flooring and relay where required  
Create bookstore/library - 10m<sup>2</sup>  
Provide ramped access to comply with Building Act  
  
30/4/98  
1/2/99  
10/1/98  
1/2/98  
1/2/98

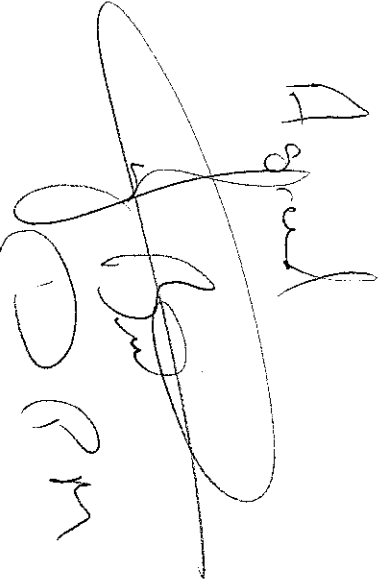
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[Signature]

4. **TOILET BLOCK C:**  
Paint interior/exterior  
30/4/98

5. **DRIVEWAY/CAR PARK:**  
Resurface car park and driveway with compacted metal  
1/2/98  
Seal carpark and driveway (to be reviewed to take into account Transit NZ plans for a motorway and HCC plans to re-establish/realign roading to School)  
1/2/2000

6. **PLAYING FIELDS**  
Create two small playing fields 70 x 50m  
1/2/2000

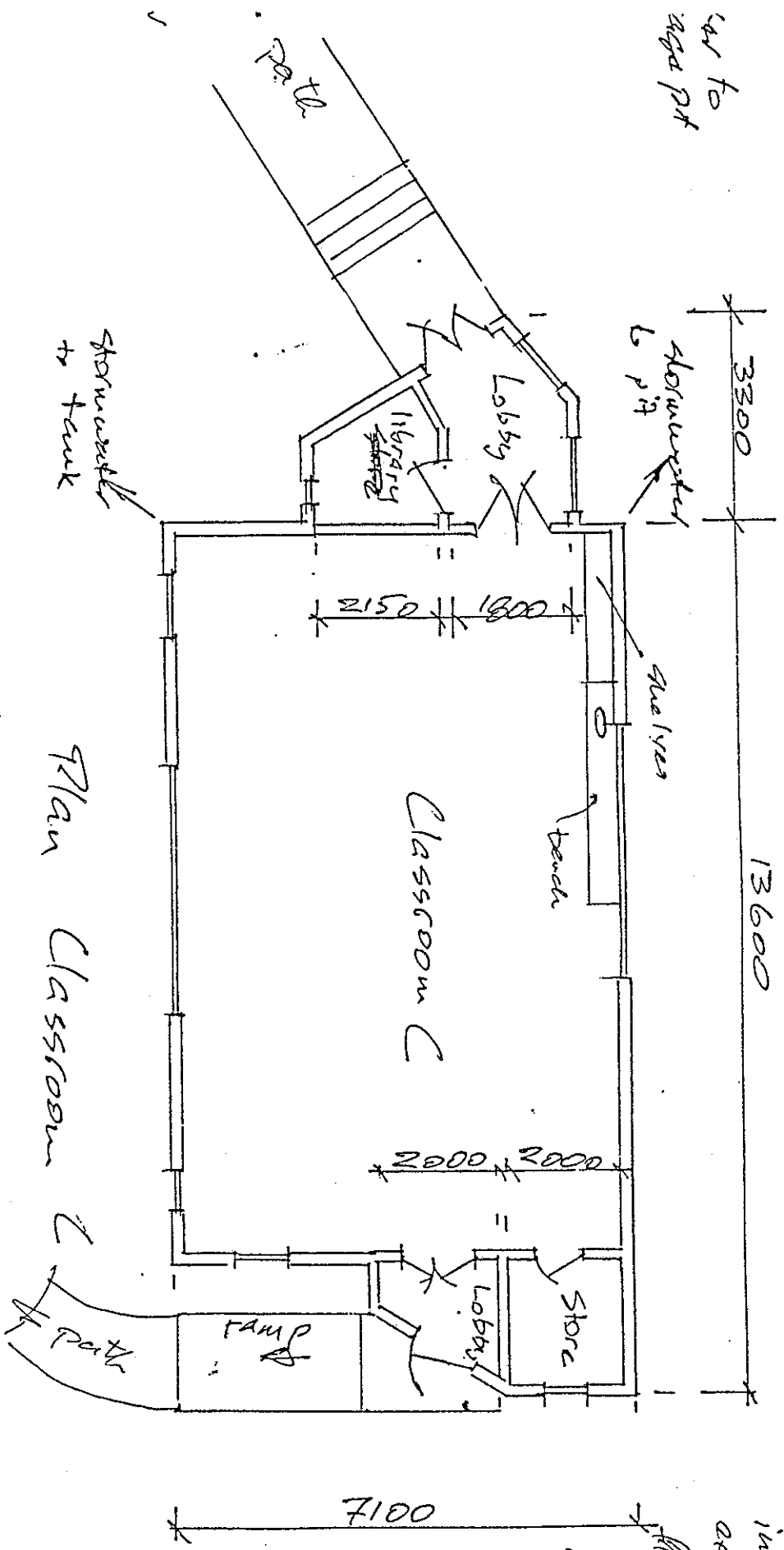
7. **GENERAL**  
Outside seating 300mm per pupil  
1/2/98  
Drinking fountains (one shall be provided for each 60 children)  
1/2/98

*Agreed*  
  
2/1/98

*MS  
G.M.  
P.M.C.  
M*

Block A

Class room 2

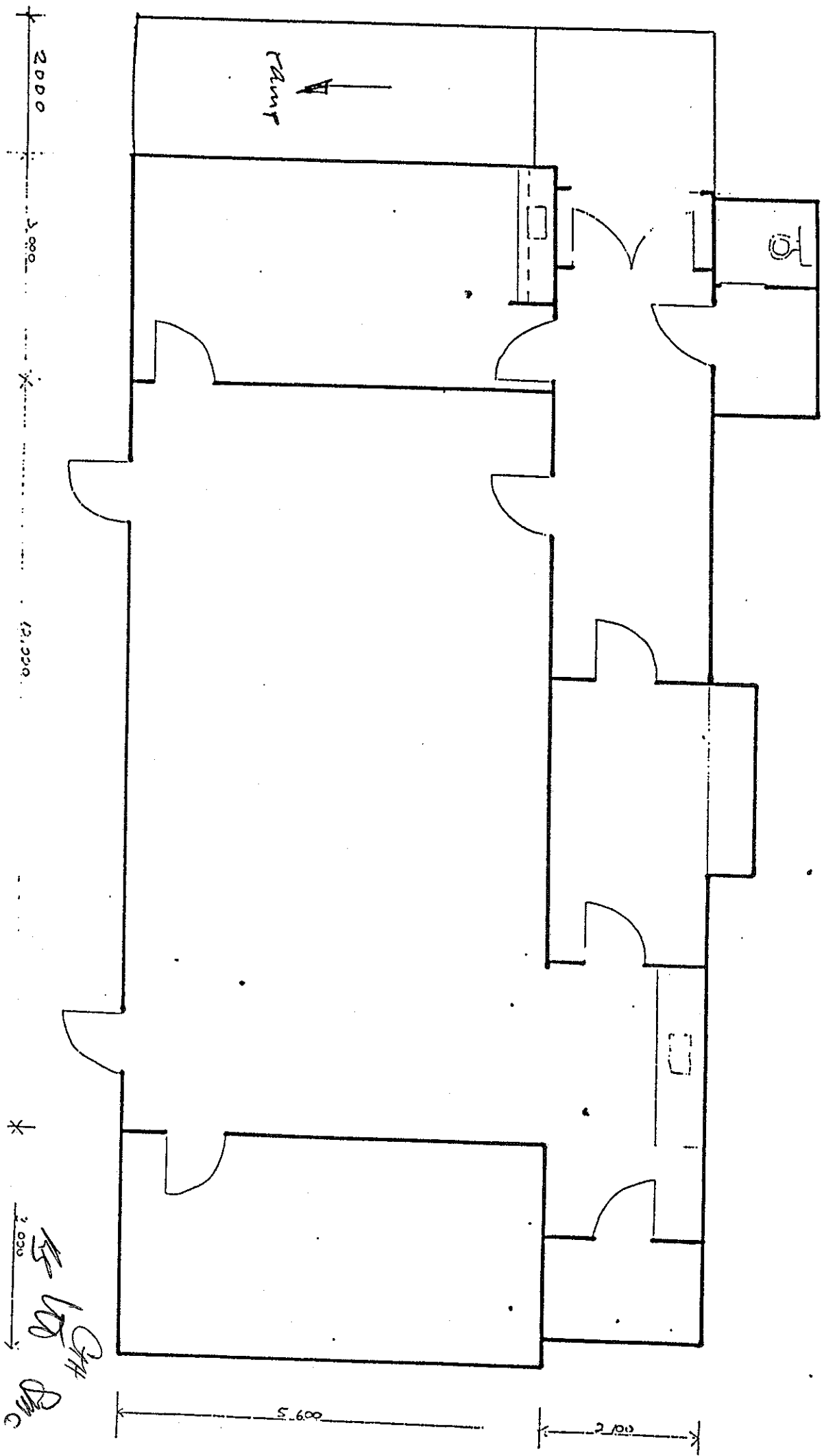


Plan Classroom C

Walls -  
interior: gib.  
ext: weatherboard  
Floor: particle board.  
cool. galv. iron.

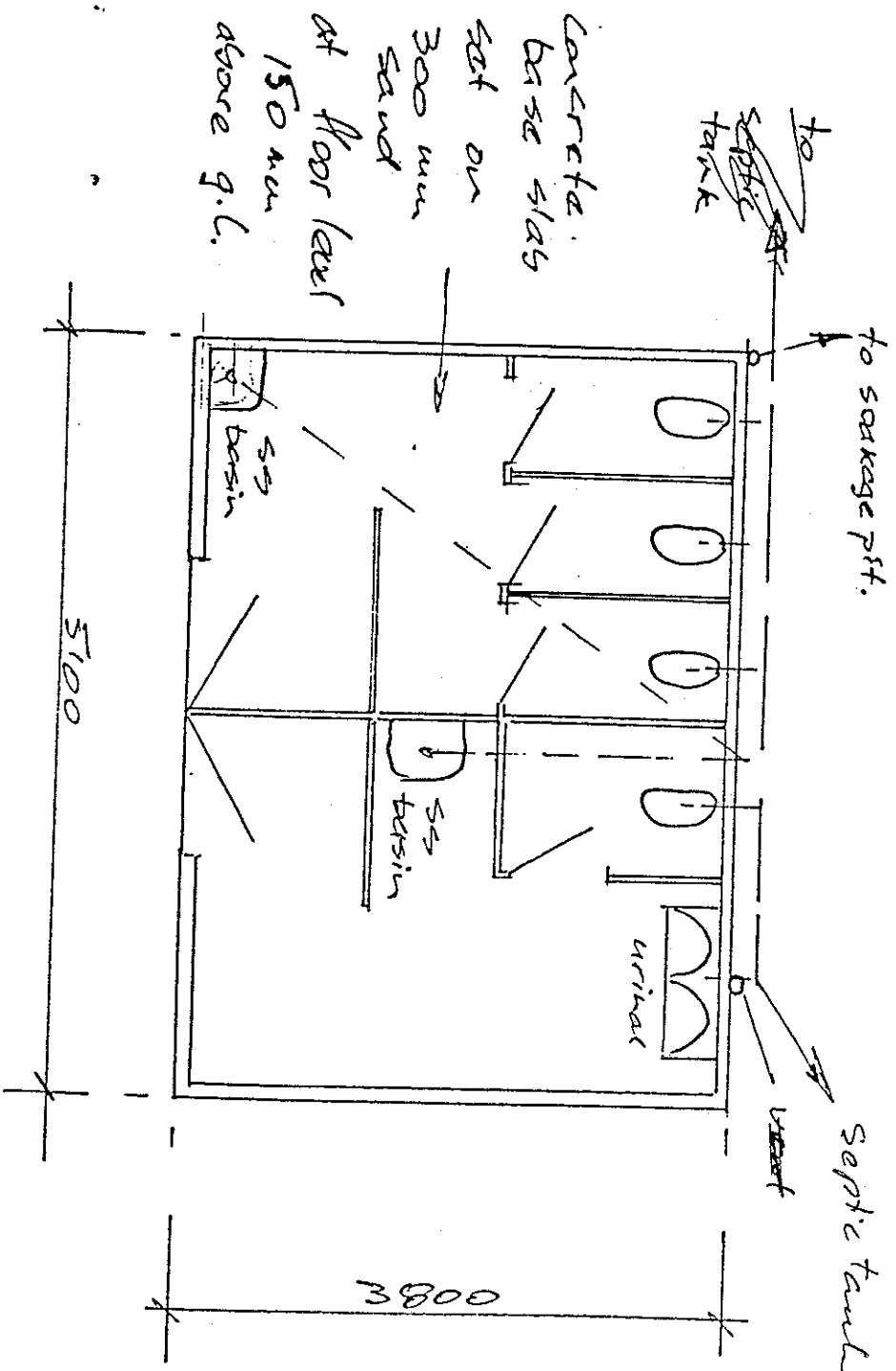
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WJ  
DCH  
S.M.C.

Waikeato Waldorf School Block B  
(ex Te Papa School)  
Classrooms





Block C



School toilet block - concrete floor

Waikeato Waiararua School

Walls:  
 int: - fire board  
 ext: - weather board.  
 Roof: galv iron

GH Bm.  
 KS

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