



RAPHAEL HOUSE
RUDOLF STEINER SCHOOL

Memorandum of Understanding

between

Raphael House Rudolf Steiner School Board of Trustees

and

Rudolf Steiner School Trust (Wellington)



*Kotahi te kōwhāo o te ngira
e kuhuna ai te miro mā,
te miro pango
me te miro whero.*

*There is but one eye of the needle
through which the white thread,
the black thread
and the red thread traverse.*

1 Background

1.1 Purpose

- 1.1.1 This Memorandum of Understanding sets out the relationship between the Raphael House Rudolf Steiner School Board of Trustees (**Board**) and Rudolf Steiner School Trust (Wellington) (the **Proprietors Trust**) in relation to Raphael House Rudolf Steiner School (**Raphael House** or the **School**) and commits the parties to an open and ongoing dialogue in the spirit of partnership.

1.2 Foundation

- 1.2.1 In 1979 the School was founded by a number of teachers who wished for Waldorf education to be available for those parents in the Wellington region who wanted it for their children.
- 1.2.2 These teachers formed the original College of Teachers and established the Proprietors Trust
- 1.2.3 All responsibility for the running of the School was mandated to the College of Teachers in accordance with the principle of a “teacher-led school”, with the Proprietors Trust retaining the ultimate legal responsibility.

1.3 Reform

- 1.3.1 In 1989 the Education Act was reformed and legislation creating “Tomorrow’s Schools” was enacted, whereby more responsibility for schools was to be invested in local communities.
- 1.3.2 On 24 February 1992, the School became integrated into the state system of education in accordance with the Private Schools Conditional Integration Act 1985 (**PSCIA**) and a deed of integration between the Proprietors Trust and the Government (**Integration Deed**).
- 1.3.3 Integration meant that state funding would become available and thus reduce the financial burden on parents and teachers, in exchange for the School becoming part of the state system of education and thus reflecting the diversity agenda of the Government.
- 1.3.4 The PSCIA and Integration Deed protected the “special character” of the School as a Rudolf Steiner Waldorf School and provided that the Proprietors Trust, as the School’s Proprietor, could “de-integrate” the School if it considered that the special character was not being upheld.

1.4 Roles today

- 1.4.1 As an integrated school, the School’s controlling authority is the Board of Trustees, which has complete discretion to control the management of the School as it thinks fit, unless the law provides otherwise (*Part 2: s4 Education Act [Amended] 1989 as at 19 May 2017*).

1.4.2 The School's Principal is the Board's Chief Executive in relation to the School's control and management and, unless the law provides otherwise:

- (a) must comply with all Board policies and lawful and reasonable directions; and
- (b) subject to paragraph (a), has complete discretion to manage as the Principal sees fit the School's day-to-day administration.

(Part 2: s4(3) Education Act [Amended] 1989).

1.4.3 The College of Teachers is a group of staff, predominantly teachers in the School, recognised by the Board and the Proprietors Trust, who hold the Rudolf Steiner/Waldorf impulse and provide pedagogical leadership in the School. This purpose will remain the same, and the Principal will always be a member of the group, but the number and membership of the College may vary over time and responsibility for chairing the College and keeping records of its activities will rotate.

1.4.4 The Integration Deed provides:

"The College of Teachers which works collegially and in a spiritual way shares responsibility for maintaining the special character of the School and the Anthroposophical impulse which is inherent in all aspects of School life."

1.4.5 The College has a responsibility not to do anything to compromise the Principal's position or legal obligations.

1.4.6 The Principal will ensure that:

- (a) the College's advice in relation to key matters of pedagogy and special character is represented to the Board;
- (b) the College's advice in relation to the maintenance of special character at the School and matters that may require building development is represented to the Proprietors Trust; and
- (c) any change in membership of the College is notified to the Board and the Proprietors Trust.

"What kinds of institutions must exist for people to be able to have the right thoughts on social matters, and what kind of thoughts must exist that these right social institutions can arise?"

Rudolf Steiner (1861-1925)

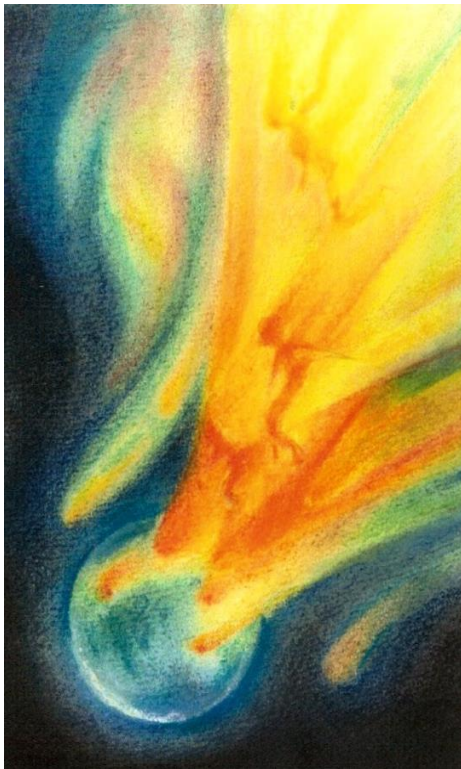
2 *Special character*

2.1 *What is special character?*

2.1.1 The term “special character” is a generic one used to define what is unique about the education that any integrated school offers.

2.1.2 In the case of Raphael House, the Integration Deed provides:

“The School is a Rudolf Steiner Waldorf School in which Rudolf Steiner’s Art of Education is practiced. Anthroposophy, its concept of the universe, the world 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 broadest sense, free of dogma or sectarianism.”



2.1.3 A description of how the School developed including how the special character was practised at the time of integration is included as Schedule 4 of the Integration Agreement.

2.1.4 The Trust’s statement in relation to what is special character now is set out in more detail in its document *Educational and Social Principles*.

2.1.5 The Board’s policy in relation to how the School’s special character is to be upheld is set out in its *Special Character Policy*.

2.1.6 The general School programme, although it is also prescribed by the Education Act [Amended] 1989, reflects the special character (*Part 33: Education Act [Amended] 1989*), and religious and other examples may be used to reinforce teaching throughout the school day.

2.1.7 As part of the School’s special character, religious observances and religious instruction continue to form part of the School programme. Anthroposophy is not taught as a religion, but is a reference point for teachers’ and the School’s philosophical foundation, and its concept of the universe, the world and the human being is woven through lessons. Religion is taught in its broadest sense, free of dogma or sectarianism, and festivals are observed. (*Part 33: s444 and s445 Education Act [Amended] 1989 and clause 11 Integration Agreement*).

2.2 *Right and obligation to special character at the School*

2.2.1 Pursuant to *Part 33: s416(3) Education Act [Amended] 1989*:

- (a) the School has the right to reflect through its teaching and conduct the education with special character provided by it;
- (b) integration shall not jeopardize the special character of the School;
- (c) the Proprietor has (*and including clause 6 Integration Deed*):
 - (i) the responsibility to supervise the maintenance of the education with a special character provided by the School; and
 - (ii) 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 the Integration Agreement.

2.2.2 This means that, fundamentally, the School must continue to be conducted and operated so as to maintain and preserve the special character, with the provision of education with the special character being the School's reason to be. This is a responsibility of the Board, the Proprietors Trust and the Principal.

2.2.3 The Trust communicates what it determines necessary to preserve and safeguard the special character of the education provided by the School in its document "*Educational and Social Principles*", as updated and provided to the Board from time to time.

2.3 *Enrolment*

2.3.1 *Part 33: s442 Education Act [Amended] 1989* gives preference of enrolment at the School to children whose parents "*have a particular or general philosophical or religious connection with*" the School and clause 10(b) of the Integration Deed prohibits the Board from enrolling students unless the Proprietor has stated that the parents have established a particular or general or philosophical connection with the special character of the School.

2.3.2 Before a student from a new family may apply for enrolment at the School, the parents or guardians must meet with the Proprietors Trust or its nominated representative in order for the Proprietors Trust to be satisfied that they have a "particular and general connection" to the special character.

2.3.3 The Board will only admit new students to the School if the criteria in its *Enrolment Policy* are met. The Board's Enrolment Policy and any changes to it must be approved by the Proprietors Trust.

2.3.4 Parents/caregivers must sign a Conditions of Enrolment form provided by the Proprietors Trust ahead of each School year to enroll their children. The form outlines the financial agreement between parents/ caregivers and the Proprietors Trust. Children not enrolled at the School will be excluded from lessons by the Board.

2.4 *Employment*

- 2.4.1 The Board's personnel sub-committee has the Board's delegated authority to recommend the appointment of teachers and other staff. In accordance with *Part 9: s94A and Part 33: s463 and s464 Education Act [Amended] 1989*, one of the Proprietors Trust's representatives on the Board must be a member of that sub-committee.

2.5 *"Tagged" and "special" positions*

- 2.5.1 Certain positions in integrated schools are known as "tagged" positions, which, in the case of Raphael House, means that a condition of employment in the position is having a background in Anthroposophy and a willingness and ability to take part in 'religious' instruction appropriate to the special character of the School (*Part 33: s467 – s 469 Education Act [Amended] 1989 and clause 14 Integration Agreement*).
- 2.5.2 The only tagged position at Raphael House is that of the Principal.
- 2.5.3 Other positions in the School are created and advertised as "special positions" in accordance with *Part 33: s467 – s469 Education Act [Amended] 1989* and clauses 15-19 of the Integration Agreement. These require particular capabilities on the part of those holding them.
- 2.5.4 Special positions at Raphael House are:
- (a) the Deputy Principal, who is required to have the capability to assist in the planning and organizing of courses and programmes at the School to ensure that they reflect the special character of the School;
 - (b) Lower school coordinator, who is required to have the capability to assist in the planning and organizing of courses and programmes at the School to ensure that they reflect the special character of the School;
 - (c) Upper school coordinator, who is required to have the capability to assist in the planning and organizing of courses and programmes at the School to ensure that they reflect the special character of the School;
 - (d) Lower School class teachers (referred to in the Integration Agreement as "Junior School teacher"), who must have the capability to organize programmes for the younger child in accordance with the special character of the School;
 - (e) the Upper School science teachers, who must have the capability to organize programmes of science and mathematics for the secondary pupil in accordance with the special character of the School;
 - (f) the Upper School humanities position, the holder of which must have the capability to organize programmes in English and humanities for the secondary pupil in accordance with the special character of the School;

- (g) the Handwork Teacher, who must have the capability to organize programmes in fabric and fibre work in accordance with the special character of the School; and
 - (h) the Lower School Specialists, who must have the capability to organize programmes for children in year 9 level and below in accordance with the special character of the School.
- 2.5.5 The Board is required under Part 33: s46991) *Education Act [Amended] 1989* to consult with the Proprietors Trust before appointing a teacher to one of the “tagged” or “special” positions set out above.
- 2.5.6 Following such consultation, the Board will appoint to a tagged or special position only from those applicants who are acceptable to the Proprietor “in terms of the special character of the School or in terms of the advertisement”.
- 2.5.7 The Proprietors Trust is entitled to itself employ any person for duties relating to the ‘religious’ instruction that forms part of the special character. Such a person is not paid by the government or the Board for those duties, but may also be employed in a part-time teaching position by the Board if they are competent to be (*Part 33: s470 Education Act [Amended] 1989 and clause 21 Integration Agreement*).
- 2.5.8 In addition, the Board may allow any retired teacher to undertake voluntary tasks relating to the beliefs and instructions that are the foundation of the School’s special character (*Part 33: s470 Education Act [Amended] 1989 and clause 20 Integration Agreement*). This may include Proprietors Trust members or appointees.

2.6 *Right to cancel the Integration Agreement*

- 2.6.1 If the Proprietors Trust considers that the special character of the School has been or is likely to be jeopardized or the education with special character provided by the School is no longer preserved and safeguarded, the Proprietors Trust has the power (and the obligation) to cancel the Integration Agreement (*Part 33: s429 Education Act [Amended] 1989 and clause 6(c) Integration Agreement*).
- 2.6.2 Cancellation can only happen if the Proprietors Trust has first consulted with the Minister, the Board and other interested persons or groups.



3 *Communications and working together*

3.1 *General*

- 3.1.1 Pursuant to Part 33: s440(4) *Education Act [Amended] 1989*, to give effect to the requirements relating to “special character, *“the controlling authority of any integrated school ... shall make provision for adequate consultation between the controlling authority and the Proprietors of that school.”*
- 3.1.2 The Board and the Proprietors Trust are committed to working together in their shared goal of enhancing and developing the Rudolf Steiner Waldorf impulse that inspires the special character education at the School.
- 3.1.3 The Board and the Proprietors Trust aim to meet at least once a year.
- 3.1.4 The Board and the Proprietors Trust will develop strategic plan(s) for the School together.
- 3.1.5 {In addition, the Board will provide a written report to the Trust in August of each year on how the special character is being upheld in the School, in a form agreed by the Board and the Trust.} delete?

3.2 *Board representation*

- 3.2.1 In general, the Board and the Proprietors Trust keep in touch and communicate via the Proprietors’ representatives on the Board and through respective Chairs or Co-Chairs.
- 3.2.2 The Trust may appoint up to 3 (three) representatives to be members of the Board, provided that there are more parent representative trustees on the Board that the total number of trustees co-opted by the Board and appointed by the Proprietors Trust.

3.3 *Special cases*

- 3.3.1 In some instances, the Proprietors’ representatives may indicate to the Board that either:
 - (a) they need to consult with the Proprietors Trust before representing the Proprietors Trust’s position in relation to Board decisions; or
 - (b) additional consultation with the Proprietors Trust directly is needed.
- 3.3.2 Specific matters that always require the Board to consult directly with the Proprietors Trust are:
 - (a) preparation or amendment of the School Charter;
 - (b) appointment to “tagged” and “special” positions (see section 2.5 above).
- 3.3.3 Other matters that the Board and the Proprietors Trust agree they will always consult each other on are:
 - (a) strategic planning;

- (b) major capital works;
- (c) marketing of the School;
- (d) fundraising;
- (e) adult education; and
- (f) matters affecting the Kindergarten.

3.3.4 If there are significant matters relating to the sustainability of Rudolf Steiner Waldorf education in New Zealand that the Proprietors Trust becomes aware of, it will discuss these with the Board in a timely manner.

3.4 *Representation*

3.4.1 The Proprietors Trust reserves the right to nominate who will represent it on:

- (a) the Federation of Rudolf Steiner Waldorf Schools in Aotearoa New Zealand (the **Federation**);
- (b) the Association of Proprietors of Integrated Schools (**APIS**); and
- (c) the Association of Integrated Schools (**AIS**).



*“A healthy social life is found only, when in the mirror of each soul the whole community finds its reflection, and when in the whole community the virtue of each one is living.” Rudolf Steiner
(1861-1925)*

4 *The Kindergarten*

4.1 *Partial integration*

- 4.1.1 The Kindergarten, catering for 4-6-year-old children, is only partly incorporated into the Area School that is integrated into the state school system.
- 4.1.2 One aspect of the Special Character of the School is a requirement that there be mixed-age classes in the Kindergarten.
- 4.1.3 A number of the older children in the Kindergarten are on the school roll (all 6-year-olds and some 5-year-olds), with the remainder being on the Early Childhood Education (**ECE**) role.
- 4.1.4 This means that some of the Kindergarten teachers (known as “Kindergarteners”) are employed by the Board, and some are employed by the Proprietors Trust, with the balance varying according to the numbers and ages of children in the Kindergarten.
- 4.1.5 The Proprietors Trust, rather than the Board, is responsible for Kindergarten governance.

4.2 *Management*

- 4.2.1 The Kindergarten Governance Group is the body that provides managerial oversight to the Kindergarten. This group comprises up to two Proprietors Trust representatives, one Board representative and the Principal, and the Kindergarten manager/senior teacher. The Kindergarten Governance Group will be chaired by a Proprietors Trust representative..

The Kindergarten Governance Group will meet at least termly (within first two weeks of each term) and reports to the Proprietors Trust and the Board on Kindergarten matters. Ultimate responsibility for the Kindergarten sits with the Proprietors Trust. .The Kindergarten is managed on a day-to-day basis by the Kindergarten manager/ senior teacher, who reports to the Principal.

4.3 *ECE Licence*

- 4.3.1 For the purposes of the ECE License the Kindergarten manager/senior teacher will normally be the License holder for the ECE Centre as the Proprietors Trust’s delegate.:

4.4 *Integrated administration*

- 4.4.1 From a practical perspective, the Proprietors Trust and the Board have agreed that:
 - (a) the financial administration and administration support of the Kindergarten is included as part of the general administration of the School; and
 - (b) the Kindergarten is treated as a separate self-funding financial entity. All income received and costs incurred by either the Board or the

Proprietors Trust in relation to the Kindergarten will be transferred to the Kindergarten, apart from several exceptions outlined in parts (d) – (f);

- (c) the Board of Trustees will transfer to the Kindergarten its share of Operations Grant funding received from the Government for Kindergarten children on the School roll. This will help cover non-teacher costs that are incurred on behalf of School roll children;
- (d) The Proprietors Trust will retain all Attendance Dues collected in relation to Kindergarten children, which will be spent on specified items as allowed by the Ministry of Education;
- (e) The Proprietors Trust will retain 50% of Kindergarten Fees collected, as a means of funding future non-integrated building works and providing maintenance support. It will transfer the other 50% to the Kindergarten for operational purposes;
- (f) The Board of Trustees will pay all teacher and Kindergarten manager salaries. The Kindergarten will reimburse on a monthly basis its share of these salaries based on the monthly split of ECE roll children compared to all children in the Kindergarten. All other employee costs (i.e. teacher aides/ relief teachers/assistants) will be paid for by the Board of Trustees but will be fully reimbursed by the Kindergarten.



“Our highest endeavour must be to develop free human beings who are able of themselves to impart purpose and direction to their lives.”

Rudolf Steiner

5 *Finance and property*

- 5.1.1 *Funding* The Proprietors Trust will charge compulsory fees in the form of Attendance Dues (for School roll children) and Kindergarten fees (ECE roll children in the Kindergarten). Attendance Dues will be charged up to the threshold allowed under the Government gazetting process.
- 5.1.2 The Proprietors Trust will also request donations from parents/caregivers in the form of the Proprietors Donation.
- 5.1.3 The Board will request donations from parents/caregivers in the form of the School Donation. This supplementary funding above Government funding is necessary to:
- (a) maintain the special character elements of the School;
- 5.1.4 deliver a Waldorf programme. The Proprietors Trust has no funding obligations to the Board or the Kindergarten, or vice versa, except as per sections 4.4.1 (b) to (f) above.

5.2 *Land and buildings*

- 5.2.1 The Proprietors Trust owns the School land and buildings specified in the Integration Agreement (the **Property**).
- 5.2.2 The Proprietors Trust accepts and will meet the liability for:
- (a) all mortgages, liens and other charges on the Property;
 - (b) insurance over the Property;
 - (c) capital works as approved or required from time to time by the Minister of Education; and
 - (d) other works that the Proprietors Trust considers necessary or desirable to maintain and develop the special character of the School.

5.3 *Board's right to use the School premises*

- 5.3.1 The Board has the exclusive right to use the Property for School purposes.
- 5.3.2 The Board may grant use of the Property to others, provided that this does not jeopardise the special character of the School or the maintenance of the Property in good order and condition.

5.4 *Trust's right to access*

- 5.4.1 The Proprietors Trust and its representatives and agents are entitled to access the Property at all reasonable times:
- (a) to ensure that the special character of the School is being maintained (*clause 12 Integration Agreement*);

- (b) to enable it to exercise its powers and carry out its responsibilities under Part 33: *Education Act [Amended] 1989 and clause 13 Integration Agreement*.

5.4.2 On the Proprietors Trust's request, the Board may grant use of the Property to the Proprietors Trust or others for any reason when the School premises and chattels are not required for School purposes. The Board may request a reasonable fee for this, but will not usually do so if the Proprietors Trust itself is the party wanting access (*clause 3(b) Integration Agreement*).

5.4.3 The School office may be used for the purpose of communication between the Proprietors Trust and the parents of pupils and for other purposes related to the benefit of the School and the pupils (*Part 33: s455 Education Act [Amended] 1989*), at reasonable times as agreed between the Board and the Proprietors Trust.

5.5 *Maintenance*

5.5.1 The Board is responsible for maintaining the Proprietors Trust's property in good order and condition and receives funding for this purpose. This applies particularly to minor and responsive maintenance.

5.5.2 Major maintenance remains a responsibility of the Proprietors Trust and some government funding is provided towards this.

5.5.3 Programmed maintenance is a joint responsibility and the Board will keep a 10-year schedule of programmed maintenance in conjunction with the Proprietors Trust and budget annually to meet this schedule.

5.5.4 The Proprietors Trust may carry out regular inspections to ensure its property is being maintained and the Board will provide periodical reports on maintenance to the Proprietors Trust.

5.6 *Minor projects*

5.6.1 The management and funding of minor projects is the responsibility of the Board.

5.6.2 A "minor project" is one that seeks to enhance the built environment without significant structural changes and is for the benefit of the children with a capital cost of \$5,000 or less.

5.6.3 Funding is provided from a variety of sources for this purpose including grants, fund-raising, festivals and trading activities. In addition the Proprietors Trust may contribute a bulk sum in any year for this purpose. Some projects can also be recognised as maintenance upgrades.

- (i) Grants may not be sought from organisations whereupon the primary source of revenue is derived from pub gambling licenses (pokies).

5.6.4 It is expected that such projects be:

- (a) undertaken with the approval of the Proprietors Trust (or its delegate);

- (b) prioritised with costings and then submitted as part of the budget process annually unless paragraph 5.6.5 below applies.

5.6.5 Minor projects that are required urgently (eg for health and safety reasons) may be carried out with the approval of the Board even if they have not been included in the budget process.

5.7 *Major projects*

- 5.7.1 Major capital projects remain the responsibility of the Proprietors Trust. Funding for this purpose comes from a combination of grants, pledging campaigns and other fundraising initiatives. Repayment of borrowing is usually met from parents' contributions and in some cases directed pledges.
- 5.7.2 If the Board considers that major works are required for the School's educational needs, it will request the Proprietors Trust considers those needs.
- 5.7.3 The Proprietors Trust will consult with the Board on its educational priorities when considering major works.



"The advent of the Waldorf Schools was in my opinion the greatest contribution to world peace and understanding of the century ."

*Willy Brandt
Former Chancellor West Germany
1971 Nobel Peace Prize Laureate*

6 *Signatures*

Signed on December 2012 on behalf of:

**Raphael House Rudolf Steiner
School Board of Trustees** by:

**Rudolf Steiner School Trust
(Wellington)** by:

Carolyn van Leuven
Chair

Paul Denford
Trustee