

THIS DEED OF AGREEMENT is made the 24th day of February 1992
BETWEEN THE RUDOLF STEINER SCHOOL TRUST (WELLINGTON) a duly
constituted Board pursuant to a certain Deed of Trust dated
the 19th day of December 1978 (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 Raphael House Rudolf Steiner 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 its most junior pupils of three and a half years to its most senior pupils of nineteen years. For the purpose of this agreement the age of the pupils in the integrated school is from five to nineteen 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: -

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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 and improvements more particularly described in the First Schedule hereto (hereinafter referred to as 'the Proprietor's land'). The School premises for the purposes of this Deed of Agreement are the land and improvements more particularly described in the Second Schedule hereto (hereinafter referred to as 'the School premises').
 - 3.2 The Proprietor shall set apart and appropriate as owner all the School premises and all chattels and other assets of the Proprietor associated with the School exclusively for the purpose of the School as an integrated School, so that the Board of Trustees

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P.H.D. *J.P.* *EDW.*

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 withhold its consent. The Board of Trustees may require the Proprietor or other 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 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 hereto, 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 are to be carried out in accordance with the dates specified against such improvements in the Third Schedule hereto. The Proprietor shall upon completion of any improvements to electrical services described in the Third Schedule hereto 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 regulations 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

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Section 40(2)(d) of the Private Schools Conditional Integration 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 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.
- 3.2.8 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

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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 Private Schools Conditional Integration Act 1975 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, licenses, 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 the Rudolf Steiner School Trust (Wellington) for the community of parents who wish their children to receive Rudolf

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Steiner Waldorf education. The Rudolf Steiner School Trust (Wellington) 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, 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.

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.'

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;

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SMC -

- 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 special character provided by the School as defined and described in this Deed of Agreement is no longer preserved and safeguarded.
7. THE Controlling Authority of the School shall be a Board of Trustees constituted pursuant to the provisions of the Education Act 1989.
- 7.1 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 250 pupils. Any

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increase in maximum roll shall be subject to a supplementary agreement.

9. THE Proprietor agrees that 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.
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.
 - 10.2 IN ACCORDANCE with Section 7(6)(h) of the Private Schools Conditional Integration Act 1975, unless the Proprietor and the Minister otherwise agree

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and subject to places being available the number of pupils whose parents do not have preference of enrolment at the School in accordance with the provisions of Section 29(1) of the Private Schools Conditional Integration Act 1975 shall be limited at all times to 12 pupils that being five (5) per cent of the maximum roll of the school at the time of integration.

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 made from time to time by the Proprietors 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 to 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

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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 religious 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. THE position of Deputy Principal at the School is agreed pursuant to Section 66(1) of the Private Schools Conditional Integration Act 1975 to be a special position that requires particular capabilities in the teacher appointed, namely to assist in the planning and organising the courses and programmes at the School to ensure that they reflect the special character of the School, and an advertisement for the position of Deputy Principal shall state that possession of these capabilities shall be a condition of appointment. Any person so appointed to the position of Deputy Principal

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shall accept these requirements as a condition of appointment. Any person so appointed recognises their responsibility in relation to the special character of the School.

16. THE teaching position known as Junior School teacher of the school shall be agreed to be a special position in accordance with Section 66(1) of the Private Schools Conditional Integration Act 1975 requiring specific capabilities in the teacher appointed, namely to organise programmes for the younger child in accordance with the special character of the School.

Advertisements for this position shall state that the possession of these capabilities shall be a condition of appointment, and any person so appointed shall accept these requirements as a condition of appointment. Any person so appointed recognises their responsibility in relation to the special character of the School.

17. THE two teaching positions known as upper school science positions are agreed to be special positions in accordance with Section 66 (1) of the Private Schools Conditional Integration Act 1975 requiring specific capabilities in the teachers appointed, namely to organise programmes of science and mathematics for the secondary pupil in accordance with the special character of the School. Advertisements for these positions shall state that possession of these capabilities shall be a

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condition of appointment, and any persons so appointed shall accept these requirements as a condition of appointment. Any person so appointed recognises their responsibility in relation to the special character of the School.

18. THE teaching position known as upper school humanities position is agreed to be a special position in accordance with Section 66(1) of the Private Schools Conditional Integration Act 1975 requiring specific capabilities in the teacher appointed, namely to organise programmes in English and humanities for the secondary pupil in accordance with the special character of the School. Advertisements for this position shall state that possession of these capabilities shall be a condition of appointment, and any person so appointed shall accept these requirements as a condition of appointment. Any person so appointed recognises their responsibility in relation to the special character of the School.

19. THE teaching position known as handwork teacher in the Rudolf Steiner School is agreed to be a special position in accordance with Section 66(1) of the Private Schools Conditional Integration Act 1975 requiring specific capabilities in the teacher appointed, namely to organise programmes in fabric and fibre work in accordance with the special character of the School.

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Advertisements for this position shall state that the possession of these capabilities shall be a condition of appointment, and any person so appointed shall accept these requirements as a condition of appointment. Any person so appointed recognises their responsibility in relation to the special character of the School.

20. THE two positions known as lower school specialists are agreed to be special positions in accordance with Section 66(1) of the Private Schools Conditional Integration Act 1975 requiring specific capabilities in the teacher appointed, namely to organise programmes for children of third form level and below in accordance with the special character of the School.

Advertisements for these positions shall state that possession of these capabilities shall be a condition of appointment, and any person so appointed shall accept these requirements as a condition of appointment. Any person so appointed recognises their responsibility in relation to the special character of the School.

21. THE Proprietor may with the consent of the Board of Trustees in accordance with Section 69(1) of the Private Schools Conditional Integration Act 1975 arrange for any retired teacher to undertake voluntary tasks to assist the School with the teaching appropriate to the special character of the School.

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22. 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.
23. THE Proprietor 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.
24. IT is agreed that until the School achieves a State/pupil ratio equivalent to that of a comparable State School a teaching position shall be disestablished whenever a teacher appointed to a position in accordance with Section 71 of the Private Schools Conditional Integration Act 1975 leaves.
25. 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 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

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notice in the New Zealand Gazette in accordance with Section 36 of the Private Schools Conditional Integration Act 1975.

26. AT the date of integration the School shall be classified as an Area School for boys and girls from five to 19 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 thereto.
27. 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.
28. 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 for Education without first obtaining the consent of the Secretary for Education.
29. THE Minister shall subject to Clause 3.2.4 and 3.2.5 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

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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.

30. 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.
31. THE effective date of this Deed of Agreement shall be Monday 24 February 1992.
32. 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.

for
P.V.D. J.E.S. E.W.

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

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



P. U. Danford.
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WOOD,
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[Signature] *Accountant of Dalhousie.*
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SIGNED by ERIC PEDERSEN)
Senior Manager National Operations)
pursuant to authority delegated by)
The Minister acting on behalf of)
HER MAJESTY THE QUEEN.)
in the presence of:

Eric Pedersen,

Judith Manchester
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Crisson Officer
.....
53 Creswick Terrace
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Wellington 5