Memorandum of Understanding : Dunedin Rudolf Steiner School and the Rudolf Steiner School Trust

This Memorandum of Understanding is between the Rudolf Steiner School Trust Otago ("the Proprietors Trust") and the Dunedin Rudolf Steiner School Board ('the Board').

The Proprietors Trust is responsible for safeguarding the special character of the school, kindergarten and playgroup and is the owner of the land and buildings. It is also the governing body for the Steiner Kindergarten and the Playgroups.

The Board is the governing body of the Primary School "the school", responsible for its strategic direction, compliance with the requirements of State Integrated Schools and the employer of staff.

This document describes the responsibilities of the Proprietors Trust and the Board to each other, in relation to the work of the school.

A. Special Character of the School

The Proprietor Trust is responsible for ensuring the special character of the school. It will therefore review the special character at the school and this **may** be done through:-

- Visits to the school
- Proprietors' representation on the Board
- Participation in the professional growth cycle of the Principal
- Representation on selection panels for new staff
- Invitation to the School Principal to Proprietors meetings when Special Character is to be reviewed, and on other occasions as appropriate.

B. Occupation and provision of the premises

1. The Proprietors Trust will provide adequate space for the school to accommodate the children attending. Minimum space is that defined by the Ministry of Education. The related capital upgrades on this accommodation are funded by Policy One money received by the Proprietors (see note 1).

2. The school shall occupy the classrooms to meet these requirements at 1 Fern Road at no cost.

3. The school shall also have use of ancillary space such as the kitchen facilities, staffroom and toilets at no extra cost.

4. The Proprietors Trust will work alongside the Board to develop a long-term capital property plan.

5. The Board will provide to the Proprietors a ten year maintenance plan to show how it is meeting its maintenance responsibilities.

6. The Proprietor Trust is responsible for the following costs for school occupied property:

    - External repairs and maintenance valued at over $5,000
    - Electricity supply (not usage)

- Water supply and sewerage (not usage)
- Insurance of the buildings
- Fixed carpets / floor covering

7. The Board is responsible for the following costs for school occupied property:

    - Internal curtains, rugs, and other furnishings
    - Paying water rates, electricity bills
    - Cleaning – including the toilet and cloakroom area
    - Grounds keeping (lawn mowing etc)
    - Insurance of the contents, employer and public liability
    - Telephone usage
    - Water usage
    - Internal painting of school classrooms
    - External painting
    - Repairs and maintenance not covered by the Proprietors

8. The Proprietors Trust will determine each year what additional funding for teachers it can provide in order to safeguard the special character of the school and as a consequence what additional classrooms will be required. Factors involved in the calculation of this amount include the number of teachers (or full time equivalents) not funded by the Ministry, including a consideration of the Principal teaching time.

    The budget allocation agreed with the Proprietors Trust will be based on:-

- Ensuring that there is funding for one full time equivalent teacher per class
- That classes will be composed of no more than 2 year levels
- That each class would normally have 16 students or more except where there is a standalone class of 12 in class one or a smaller cohort at class seven.
- Providing the required release time for teachers which would normally be covered by a specialist teacher (eg handwork, woodwork, kapa haka)

If factors arise that mean that the Board does not have to call down the full amount of that year's budget allocation then up to the equivalent of 2 FTE teachers' salaries at the highest step may be retained as the accumulated amount owed to the Board for that year. This means that for example, if the Board has extra funding from International Student fees or similar then the Proprietors Trust may be in the position to retain some of the previously allocated funding to spend on building development. If the Board does not use that funding in the subsequent year then the debt will be waived.

C. Kindergarten children enrolled at the school

1. **Funding**

Children aged five or six may be on the school roll but remain within the kindergarten until the year in which they turn seven. Once a child is six years old the kindergarten no longer receives Early Childhood funding for them, but their enrolment affects the Board's operations grant and teachers salary grant entitlement. Parents continue to pay kindergarten donations during this period, rather than donations to the Proprietors Trust.

To allow for the fact that the Board receives funding through its operation grant for school enrolled kindergarten children the Board will transfer to the kindergarten each term an amount equal to the per capita amount of the Operations Grant.

The Board's teacher entitlement may also increase due to kindergarten children enrolled at school. If this increase is ever contingent upon the children in kindergarten then the Board will transfer an appropriate proportion to the kindergarten to reflect this.

D. Shared costs

The school and kindergarten occupy the same premises and shared costs are incurred. All shared costs are split according to the usage of the goods or services, as agreed by the Management Team, and where appropriate with a consideration of the amount of floor area at the premises at Maia that the kindergarten and school occupy, with reference to the Integration Agreement. Shared costs will be settled up at the end of each term. Examples of shared costs are included in Note 2. At the year end the balance between the parties should be zero.

Shared costs include overhead costs (rates, grounds keeping, office costs etc) and also administrative salary costs. The Proprietors Trust employs an Executive Officer whose time is split 50% with the Board. The cost of the other part time administrators employed by the Board are also split on a 50:50 basis, reflecting the administrative work done for kindergarten and school.

E. Amendments to the Memorandum

If either party wishes to amend any part of this Memorandum of Understanding then this must be put in writing and discussed both at a Proprietors meeting and a Board meeting 3 months before the date that either party wishes to terminate or amend.

Signed for the Proprietors

Kussi Hurtado ..... Name Kussi Hurtado

JOÃO MACHADO ..... Name .....

Signed for the Board

zCummings ..... Name Zoë Cummings. 3/6/2026

..... Name Tony Miles 4/6/2026

Note 1 – Proprietors Trust and Board repairs and maintenance and capital expenditure responsibilities – excerpt from Ministry of Education guidelines

Policy One funding can be used to upgrade and modernise existing land, buildings and associated facilities that have been integrated. Policy One funding cannot be used for routine repair and maintenance which Boards of Trustees are funded for through their operating grant. The Ministry of Education's capitalisation threshold ($5,000 from 2010) distinguishes repair and maintenance from capital upgrade work.

It is essential that Proprietors and Boards of Trustees have long-term property plans that co-ordinate capital development and maintenance spending, thus optimising the use of both funding sources. The Board of Trustees must prepare and deliver to the Proprietor, on an annual basis, a rolling ten year maintenance plan to assure the Proprietor that the Board of Trustees is meeting its maintenance obligations. The Proprietor, in consultation with the Board of Trustees, will prepare a rolling ten year policy one capital development plan to be updated and signed and/or published on an annual basis.

Similar to State non integrated schools, the priorities for Policy One expenditure are to address health and safety matters, maintain essential infrastructure and provide modern learning environments.

Note 2 – detail of split of overheads

Budget line	Basis of Split (Board: Proprietors Trust)
Insurance	60:40 with Kinder for contents, public liability etc - ie all non building insurance
Promotion & Advertising	60:40 with kinder on specific shared adverts
Office Supplies, post and courier	60:40
Telephone & Internet	60:40
Caretaking/Cleaning	Should be separately invoiced - kindergarten buys its own - except Alsco should be split 50:50 for the roller towels
Electricity/ power / wood	60:40
R&M Buildings	Should all be school - kindergarten separately invoiced
Water Rates	60:40
Repairs etc Equipment	Should be separately invoiced
Rates	60:40
Grounds Keeping	75:25 of lawn-mowing bills - other costs should be separately invoiced