

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

This Memorandum of Understanding is between:-

Rudolf Steiner School Trust Otago Inc (“the Proprietors”) and the Dunedin Rudolf Steiner School (“the Board of Trustees” of the Primary School – referred to here as ‘the school’). The Proprietors Trust is also the governing body for the Steiner Kindergarten and the Playgroups.

A. Special Character of the School

The Proprietors are responsible for ensuring the special character of the school. They will therefore review the special character at the school and this **may** be done through:-

- Visits to the school
- Proprietors’ representation on the Board of Trustees
- Participation in the annual performance appraisal 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 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 is 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 will work alongside the Board to develop a long term capital property plan.
5. The Board of Trustees will provide to the Proprietors a ten year maintenance plan to show how it is meeting its maintenance responsibilities.
6. The Proprietors are responsible for the following costs:
 - 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 of Trustees is responsible for:

- 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 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.

C. Kindergarten children enrolled at the school

1. Funding

Children aged five or six may be enrolled at the school, 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 of Trustees' 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 of Trustees receives funding through its operation grant for school enrolled kindergarten children the Board of Trustees will transfer to the kindergarten each term an amount equal to the per capita amount of the Operations Grant.

The Board of Trustees' 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 of Trustees will transfer an appropriate proportion to the kindergarten to reflect this.

D. Shared costs

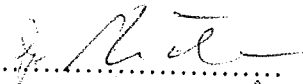
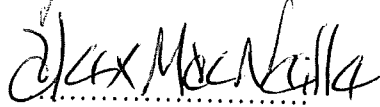
The school and kindergarten occupy the same premises and shared costs may be incurred. All shared costs are split according to the usage of the goods or services, as agreed by the Management Team, and where appropriate with a consideration of the amount of floor area on the premises at Maia that the 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 employs an Executive Officer whose time is split 50% with the Board of Trustees. 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 of Trustees meeting 3 months before the date that either party wishes to terminate or amend.

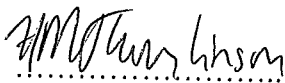
Signed for the Proprietors


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Name G. Stuedeman

Name Alex MacKillop

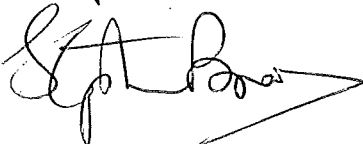
Signed for the Board of Trustees


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Name Helen Thomlinson (Chair)


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Name Stephen Brani



18.9.19

Note 1 – Proprietor and Board of Trustees 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 of Trustees: Proprietors)
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