

# Memorandum of Understanding

TAURANGA REGIONAL FREE KINDERGARTEN ASSOCIATION

(Inspired Kindergartens)

HE WHĀNAU MANAAKI O TARARUA FREE KINDERGARTEN ASSOCIATION

---



This agreement is made the 29th day of September 2023, to take immediate effect, and in place until such time as it is deemed by both parties as to be no longer necessary.

**PARTIES:**

Tauranga Regional Free Kindergarten Association (iK), an incorporated society under the Incorporated Societies Act 1908.

He Whānau Manaaki o Tararua Free Kindergarten Association Incorporated (WM), an incorporated society under the Incorporated Societies Act 1908.

**BACKGROUND:**

1. iK and WM are foundation members of Kindergartens Aotearoa (KA) and are supportive of efforts and activities directed to the merging of kindergarten associations to form one national kindergarten association.
2. Both iK and WM are supportive of iK and WM merging, as part of a strategy to form KA.
3. Because of the delays in progressing the objectives of KA at a national level, iK and WM wish to progress work around the merger of the two organisations.

**PURPOSE:**

The purpose of this Memorandum of Understanding is to record the agreed key principles and commitments made to support the transition of iK into WM, should merger be agreed.

**RELATIONSHIP BETWEEN iK AND WM**

The Parties are committed to providing high quality learning experiences for children and their whānau.

This aim and the relationship between the parties are reflected within the KA Vision Statement.

***Kindergartens Aotearoa (KA) Vision Statement:***

*a strong and enduring future for the kindergarten movement in Aotearoa New Zealand - ensuring equity and high quality in teaching and learning and meeting the needs and aspirations of young children, their families and whānau, and our communities.*

As part of the transition process, the parties will proactively collaborate to achieve the Vision Statement in addition to their own individual objectives.

The relationship between the parties is one of mutual respect and collaboration.

Whenever disputes, disagreements and difficulty arise, both parties are committed to early and collaborative resolution, using mediation wherever necessary to assist in achieving resolution.

Where a party has an objective that may be in tension with the Vision Statement or any other part of this MOU, that party will raise this tension in an appropriate forum and/or within the existing consultative, collaborative or scheduled forums established between the Parties.

## TRANSITION FROM iK TO WM

In addition to the values, and intent encapsulated in Kindergartens Aotearoa, should both parties agree to merge, the following agreements are acknowledged and will be given effect:

1. Constitutional Changes in current WM Rules
  - a. Name Change - subject to consultation with gifting kaumatua the name of the organisation will be Whānau Manaaki Free Kindergarten Association Incorporated (removing reference to the Tararua).
  - b. Objectives - Network Operation - Amend Clause 2.1.2 to read;  
*“To establish, maintain, administer and **expand a network** of kindergartens and other early childhood **and other education and social services** in Aotearoa.*
2. WM Board Composition - The governing board of iK shall have two representatives appointed to the governing board of WM, should they determine this is necessary or desirable. The representatives chosen will be at the discretion of the iK governance board.
  - a. These arrangements will be reviewed in 2026 before the 2026 Whānau Manaaki Annual General Meeting.
3. A Kaitiaki Group will be established and maintained in the Wairakei rohe consisting of the previous Board Members of the Tauranga Regional Free Kindergarten Association Incorporated together with any replacements co-opted by the group. The purpose of the Kaitiaki Group is to act in an advisory capacity to ensure the unique culture and identity of the Wairakei communities is maintained within the operations of Whānau Manaaki and ensure sustainability and growth of kindergartens in our community.
  - a. These arrangements will be reviewed in 2026 before the 2026 Whānau Manaaki Annual General Meeting.
4. Life Members - iK Life members to be deemed Life Members of WM.
5. Policies
  - a. WM will adopt “Kaitiakitanga” as a value in its Strategic Plan and iK’s Education for Sustainability Policy
  - b. WMK will share its full suite of policies with iK.
6. Regional Operation  
Objective: To provide a smooth transition to a single organisation while protecting iK’s traditions, kaupapa and operational commitments to tamariki, whānau and communities.

Therefore, the following current arrangements will remain in place in the services operated by iK and in any new service/s developed in the Wairakei rohe until such time as consultation with relevant stake holders about a proposal for significant change is completed.

## 7. Leadership

- a. The Principal of iK will on merger become Change Leader, overseeing the transition process while based in the Wairakei rohe.
- b. He will serve as part of the WM Senior Leadership Team attending SLT meetings either in person or virtually, on a fortnightly basis.
- c. He will report directly to the WM Chief Executive.
- d. A Position Description (PD) shall be developed and agreed between the two parties.
- e. Upon the termination of his employment WM will consult with the Senior Teachers based in Wairakei about an appropriate leadership structure.

## 8. Transition

- a. All permanent, long term relieving teachers, short term relieving teachers and other fixed term iK staff at the date of merger will be employed by WM on their current employment conditions. Where a relevant collective employment agreement to which WM is a party, has better terms and conditions those will apply. Please note: Job Descriptions may be altered. (See Schedule attached)

## 9. Finance

iK is committed to obtaining sufficient funds from its operations to significantly contribute to;

- the overall expansion of, and revitalisation /renovation of the WM's services.
- WM's overheads.

## 10. Systems/IT integration

Noting that many of the IT systems used by iK and WM are the same, the iK data in those systems will be amalgamated into WM platforms following discussions with providers. iK systems may be continued beyond the date of merger depending on workload, efficacy and contracts.

## 11. iK Winding up

- a. Consultation will be undertaken with Ministry of Education about transfer of licences and other compliance matters.
- b. The target for the parties' decision-making about merger is the end 2023 with the timing of merger to be decided by the two Boards after a plan is developed for the development of a joint administration.
- c. Assets and liabilities, including all staff to be transferred at date of merger.
- d. Legal advice will be sought by iK regarding the appropriate process for winding up.

## 12. Post Merger Discussions

As part of the further development of the new organisation we propose to have discussions which would lead to the;

- Development of an expansion plan
- Review of Fees and Donations.
- Consideration of K4 Senior Teacher Appointment/s

SIGNATURES:

SIGNED for and on behalf of Tauranga Regional Free Kindergarten Association Inc.

---

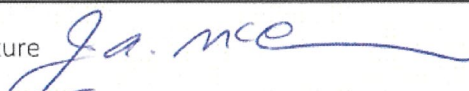
Signature 

[Name] **Peter Allan Montelth**  
[Position title]: **Tumuaki/Principal**

Date: **29/09/23**

In the presence of:

---

Witness signature   
Witness name: **Judith-Anne McQueen**

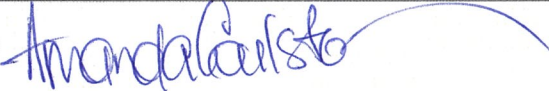
Witness Occupation: **Accounts Coordinator**

Witness town of residence: **Tauranga**

SIGNED for and on behalf of

He Whānau Manaaki o Tararua Free Kindergarten Association Inc.

---

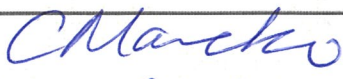
Signature   
Amanda Coulston

Chief Executive

Date: **2 October 2023**

In the presence of:

---

Witness Signature   
Witness Name: **Aiga Caroline Mareko**  
Witness Occupation: **Community Services Senior Lead**  
Witness Town of Residence: **Porirua**

## SCHEDULE

Objective: To provide a smooth transition to a single organisation while protecting TRFKA/iK's traditions, kaupapa and operational commitments to tamariki, whānau and communities.

Therefore, the following current arrangements will remain in place in the services operated by TRFKA/iK and in any new service/s developed in the Wairakei rohe until such time as consultation with relevant stake holders about a proposal for significant change is completed.

1. iK employment conditions. All current conditions adopted by iK will be maintained as a minimum by WM. These include:
  - a. School Day Kindergartens - Minimum Non-contact time of 12.5 hours per week for full-time teachers
  - b. All Day Kindergartens - Current non-contact time arrangements.
  - c. Flexibility of Hours of Work/Professional Time.  
The parties recognise that teachers often work in non-standard hours. Non-compulsory Professional Leave of up to 9 days per year is intended to compensate teachers for these unsociable hours.
2. Maintenance of operations
  - d. Current Kindergartens including Holiday Programmes.
  - e. Current Playgroups at Wairakei, Maungaarangi, Minginui and Te Puna.
  - f. Home Based ECE
  - g. Any model change or closure will be subject to Clause 2.7 of the KTCA
3. Teacher staffing of 'school day' kindergartens  
School-day (6 hour and/or 4 hour sessions) kindergartens in the Wairakei rohe will continue to be staffed by teachers in the following manner;
  - o 40 and 40-30 - 4 fulltime and 1 0.5 FTE
  - o 40-20 - 4 fulltime
  - o 30-20 - 3 fulltime
  - o Otamarakau - 2.7 FTE
4. Employer provision of ICT hardware for each teacher and kindergarten administrator
5. School-day (6 hour) Kindergarten Donation Policy
6. Long Day Kindergarten (OPEYS & Maunganui) Fee Structure
7. Learning Support Programme
8. Power Project Plan (subject to availability of additional funding)