New Zealand
School Property Agency

Learning Support Coordinator (LSC) POD Variation

Instructions

This POD Variation follows the New Zealand School Property (NZSPA)'s standard template. Please do not make changes to the Variation without first discussing it with your NZSPA Property Advisor.

Instructions for Accommodating School

1. Print this document and fill in the blanks by hand. This is **not** a digitally editable PDF.

2. There are three pages that you will need to write information into: pages 1, 4 and 12.

3. You will need to know the education institution number of both your school and the Employing school. You can find the education institution numbers by searching for school profiles on the Ministry's Education Counts website https://www.educationcounts.govt.nz/find-school,

4. You will also need a plan of your school site, showing the approximate area that will be used by the LSC. To create this you can use your school's CAD plan, or a screen shot from Google Maps.

5. Sign the document on page 12, and email it to the Employing school. This document should be signed by an appropriate School Board member.

Instructions for Employing School

6. Review the completed document and sign it on page 12. This document should be signed by an appropriate School Board member.

7. Email the signed document to your NZSPA Property Advisor

Your NZSPA Property Advisor will forward this to Ownership and Occupancy who will arrange for the NZSPA Board's consent.

Once the document is consented your NZSPA Property Advisor will return a copy of the consented document to both schools.

This document is not valid until it has been consented by the NZSPA Board.
Note: A consent page 2 will be added for NZSPA Board's consent.

NOTICE SPECIFYING TERMS AND CONDITIONS APPLYING TO LAND AND BUILDINGS – Learning Support Coordinator (LSC)

Accommodating School

(whose Property Occupancy Document (POD) is varied by this Notice to recognise the LSC on the school's site)

School Board [_____]

Education Institution Number [_____]

Employing School

(who is the School Board responsible for the LSC)

School Board [_____]

Education Institution Number [_____]

Formal Notice under Section 161 of the Education and Training Act 2020

The Board of the NZSPA, or his or her delegate, may from time to time, by written notice, specify terms and conditions applying to land and buildings occupied by a particular School Board (Board). Notices may apply to any land and buildings occupied by a Board and may specify general or specific terms and conditions.

Exercising the power delegated to me by the Board of the NZSPA and pursuant to Section 161 of the Education and Training Act 2020 I hereby give notice to the Board of

(**Accommodating School**)

that it must permit the Board of

(**Employing School**)

to occupy the Premises described in this Notice on the terms and conditions contained attached to this notice.

SIGNED for and on behalf of **THE SOVEREIGN IN RIGHT OF NEW ZEALAND** acting by and through the Board of the NZSPA or his or her duly authorised representative:

Date: / /

_____
Signature

_____
Name

In the presence of:

_____
Witness signature

_____
Witness name

_____
Witness occupation

_____
Witness address

GENERAL

1. Background

Learning Support Coordinators (LSC) are specialist teachers who provide a service to a cluster of schools. LSC are employed by an Employing School Board, with some LSC located at other schools (Accommodating Schools) within a cluster. This contract is specific to LSC who are employed by one school and accommodated at another.

LSC's may occupy existing accommodation at the Accommodating school that has been adapted for that purpose or it may occupy a purpose built facility. The accommodation is Crown owned and included in the Accommodating School's Property Occupancy Document (POD).

Objectives of LSC Space

The parties acknowledge that the Permitted Use of LSC space is to provide the LSC service for students, staff and whanau across the LSC cluster; to provide opportunities for staff of both the Accommodating School and the LSC service to benefit professionally from mutual interactions on the Land; and to comply with the Government's Special Education strategy to achieve a fully inclusive education system.

2. Acknowledgements

The LSC Employing School is responsible for all employment matters in relation to its staff.

TERMS AND CONDITIONS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Authority means any authority, whether national or local, appointed or established by statute in New Zealand and having jurisdiction over or in respect of the Building or the Premises.

Employing School means [_____] (**Employing School**)

Building means the building on Premises indicated on the plan attached at Annexure One.

Capital Works means any alteration or additions to the Building undertaken by the Board/NZSPA.

Common Areas means those parts of the Building and Land the use of which is necessary for the enjoyment of the Premises, and which is shared with Accommodating School.

Accommodating School means [_____] (**Accommodating School**)

Land means Accommodating School site at:

[_____] (**Accommodating School Address**)

Outgoings means:

(a) rates or levies payable to any Authority;

(b) charges for water, gas, electricity, telephones and other utilities or services, including line charges and any connection charges, fees or levies;

(c) rubbish collection charges;

(d) Fire and Emergency New Zealand charges (including Fire and Emergency New Zealand Levies) and the maintenance charges in respect of all fire detection and firefighting equipment;

(e) insurance premiums and related valuation fees and any insurance excess in respect of a claim relating to the Premises but not exceeding $500;

(f) service contract charges for air conditioning, lifts, other building services and security services relating to the Premises;

(g) maintenance and repair charges, including but not confined to charges for cleaning maintenance, repainting, decorative repairs and the

maintenance and repair of building services to the extent that such charges do not comprise part of the cost of a service maintenance contract, but excluding charges for Structural Repairs to the Building (minor repairs to the roof of the Building will not be a Structural Repair);

(h) the provisioning of toilets, the Common Areas and other shared facilities;

(i) the cost of ground maintenance i.e. lawns, gardens and planted areas including plant hire and replacement, and the cost of repair of fences relating to Employing School's Improvements;

(j) yard and car parking area maintenance and repair charges relating to the Premises but excluding charges for Structural Repairs to any car parking area of the Building;

(k) any charges, levies along with all duties, impositions and fees payable to any Authority from time to time in respect the Premises (including, without limitation land or improvements tax but excluding any income tax or capital gains tax or such similar tax which is personal to Accommodating School and which is imposed as a result of any sale or other disposal of the Land or because of income gained by Accommodating School from the Land); and

(l) all costs associated with installing, maintaining and connecting all services relating to the Premises to the nearest connection points approved by the relevant local Authority.

Permitted Use means the provision of specialised education for the students enrolled at Employing School or such other incidental or ancillary use which the NZSPA may from time to time approve of in writing on a case-by-case basis.

Premises means the plan of the premises as delineated in Annexure One which includes the Building.

Working Day means

(a) in relation to any time period specified under the Property Law Act 2007, has the meaning given in that Act; or

(b) in all other cases, means any day that is not a Saturday, Sunday, day between 24 December in one year to 4 January in the next year (both days inclusive) or statutory holiday in the area where the Land is located.

2 USE OF THE PREMISES

2.1 Employing School must not in any circumstances:

(a) use the Building and the Premises and any Improvements:

(i) for any purpose other than the Permitted Use;

(ii) in any noisy, noxious, offensive, or illegal manner; or

(iii) for any residential or illegal purpose;

(b) use the Building or any of the Improvements other than for their designed purpose;

(c) store or use dangerous, including inflammable substances upon the Premises; or

(d) do anything which in the opinion of Accommodating School may become a nuisance, disturbance or obstruction, or cause damage, whether to Accommodating School or to neighbouring owners or occupants.

2.2 This Notice relates only to the Premises and Accommodating School may use, occupy and deal with the remainder of the Land and Building without reference to the Employing School, and Employing School will have no rights in relation to the remainder of the Land and Building other than the rights of use provided in this Notice.

2.3 Employing School must not obstruct or restrict other occupants of the Building in their use and enjoyment of the Common Areas.

3 QUIET ENJOYMENT

3.1 Provided Employing School performs and observes the covenants, provisos, conditions and agreements contained in this Notice, and subject to clauses 3.2 and 3.3, Employing School may peaceably hold and enjoy the Premises and any Improvements without hindrance or interruption by Accommodating School.

3.2 Notwithstanding the quiet enjoyment covenant in clause 3.1 and any rule of law to the contrary, Accommodating School may, at any time and from time to time, carry out any works on land adjacent to or near the Premises. Accommodating School will take all reasonable steps to ensure that the works are carried out in a way that causes a minimum of inconvenience to Employing School. Employing School covenants that it will not take any injunction, proceedings or otherwise make any objection to the works of any kind whatsoever and will not make any claim for compensation or commence or maintain any action relating to the works.

3.3 Employing School agrees to allow Accommodating School and the Accommodating School's agents, contractors and employees to have access to the Premises (including to the interior of any Buildings) at all reasonable times, and on reasonable notice.

4 OUTGOINGS

4.1 Accommodating School will pay the Outgoings including:

(a) charges incurred by Employing School for electricity, gas, water, power, telecommunication or other services in respect of the Building, the Premises and Improvements, including all connection, disconnection or other fees payable by Employing School or Accommodating School direct to the relevant Authority or supplier of the utility services; and

(b) costs associated with installing, maintaining and connecting all services to the Building and/or to Premises to the nearest connection points approved by the relevant local Authority.

5 CAPITAL WORKS, MAINTENANCE, SECURITY AND RUBBISH REMOVAL

Employing School's obligations:

5.1 Employing School must, in relation to the Premises:

(a) keep the Premises secure at all times (except to the extent that this would interfere with the Employing School's reasonable use and enjoyment of the Premises); and

(b) give Accommodating School copies of all keys to locks to the Buildings and any gates or locks providing access to the Buildings.

5.2 Employing School will not be responsible for any fair wear and tear arising from the Employing School's reasonable use and enjoyment of the Premises but will be responsible for any damage caused by the occupants of the Premises through their normal activities or wilful damage arising from vandalism

5.3 Employing School must give to Accommodating School prompt notice of any:

(a) accident to or defect in the Premises of which Employing School may be aware and in particular in relation to any pipes or fittings used in connection with the water, electrical, gas or drainage services; or

(b) circumstances occurring within the Premises likely to cause damage or injury, including any hazard that meets the provisions of the *Ministry of Education's Health and Safety Code of Practice for Schools*.

5.4 Employing School will permit Accommodating School at all reasonable times to enter the Premises to:

(a) inspect the Employing School 's compliance with this clause 5;

(b) carry out repairs to the Premises or adjacent premises; and

(c) install, inspect, repair, renew or replace any services that are not the responsibility of the Employing School,

using all reasonable endeavours to minimise inconvenience to Employing School.

5.5 Employing School must obtain the prior approval of both the NZSPA and Accommodating School before carrying out any capital works or maintenance that it chooses to fund at its own discretion which is not Accommodating School's responsibility to fund or carry out in terms of its obligations.

Accommodating School's obligations:

5.6 Accommodating School must, in relation to the Premises:

(a) repair, maintain and keep in good order, condition and repair including any grounds, yards, car parks, sealed, paved areas and surfaced areas exclusively serving the Premises;

(b) maintain any garden or lawn areas in a tidy and cared-for condition;

(c) make good any damage to the yard or any fences whether resulting from Employing School's activities or otherwise;

(d) replace all damaged or non-operative light bulbs, globes or tubes with operative light bulbs, globes or tubes of the same specifications and quality;

(e) repair any locks which are damaged;

(f) immediately repair all glass breakages and breakage or damage to doors, windows, light fittings and power points;

(g) repair and replace any fixtures and fittings;

(h) regularly cause all rubbish and garbage to be removed and keep any rubbish bins or containers in a tidy condition;

(i) cause to be removed all trade waste, boxes and other goods or rubbish not removable in the ordinary course by any Authority;

(j) must plan for, budget and carry out any required work in the context of the school's 10-Year Property Plan (10YPP) and 5-Year Agreement (5YA) processes, or any other processes adopted by the NZSPA for identifying the capital and maintenance needs of the Premises (excluding any work required to expand the size of the Premises that is funded at the discretion of the NZSPA); and

(k) will agree with Employing School as to the capital Works and maintenance needs of the Premises before signing its 10YPP and 5YA with the NZSPA.

5.7 Accommodating School will not be liable for any:

(i) want of repair of defect in respect of building services, so long as the NZSPA is maintaining a service maintenance contract covering the work

to be done, or where the building services have not been supplied by Accommodating School; or

(ii) loss suffered by Employing School arising from any want or defect unless Accommodating School has received notice in writing of that want or defect from Employing School and had not, within a reasonable time of receiving that notice, taken appropriate steps to remedy the same.

6 SIGNAGE

6.1 Employing School may not erect, affix, display, paint or exhibit any billboard, sign, nameplate or advertisement of any description on the Premises without first obtaining:

(a) the consent of any Authority required pursuant to any statute, regulation, by-law or other enactment; and

(b) the prior approval in writing of Accommodating School (in its sole and absolute discretion) to the proposed signage (including without limitation the size, location, visual impact, style, construction, and content of that signage) and to any conditions imposed on any consents under clause 6.1(a).

6.2 Where any signage is displayed in breach of clause 6.1, Accommodating School may remove such signage, without notice and at the Employing School's cost.

7 ACCESS TO PREMISES

7.1 Employing School and Accommodating School must ensure that its vehicles, materials and machinery do not inhibit:

(a) the access and egress of any other persons using any part of the Building or the Land or adjoining land; and

(b) the traffic flow or compromise the safety of motorists along any adjacent public road.

8 PAYMENTS

8.1 Employing School will pay to Accommodating School an agreed sum covering all actual and reasonable expenses that will be incurred by Accommodating School for the benefit of Employing School as recorded in the schedule at Annexure Two.

9 DISPUTE RESOLUTION

9.1 Any dispute or difference which may arise concerning the interpretation of this Notice, or relating to any other matter arising under this Notice, will be actively and in good faith negotiated by the parties with a view to a quick resolution of such dispute or differences.

9.2 If the parties cannot resolve such a dispute or difference within 15 Working Days of any dispute or difference arising, then they will refer the matter to the NZSPA will be the final arbiter of any such dispute or difference.

ANNEXURES

Annexure One: Plan of the Premises (1.1)

Annexure Two: Schedule of recoverable expenses (8.1)

Operational component	**Record of comments and agreements**	**Sum to be paid by Employing School to Accommodating School**
All costs incurred by accommodating the Learning Support Coordinator(s).	Accommodating School to invoice the Employing School in the first week of every term. To be assessed based on the expected use of the school based on the LSC weekly schedule at date of invoice.	$112 per term, per Learning Support Coordinator accommodated, pro-rated.
This sum may be increased by $2 per term at the request of the Accommodating school, starting in Term 3 of every year. For example: Term 3, 2026 – Term 2, 2027 - $112 per term Term 3, 2027 – Term 2, 2028 - $114 per term Term 3, 2028 – Term 2, 2029 - $116 per term		
Examples of pro-rated costs **Scenario One** In Term 3 2022, one LSC is scheduled to use the property at Accommodating School one day per week (20% of school days). The term fee is: 0.2 x $104 = $20.80 **Scenario Two** In Term 2 2024, two LSCs are scheduled to use the property at Accommodating School for two days each. Each LSC is there for 40% of school days. The term fee is: (0.4 x 106) + (0.4 x 106) = $84.80 **Scenario Three** In Term 1 2025, one LSC is scheduled to use the property at Accommodating School for half a day a week (10% of school days) and a second LSC is scheduled to use the property at Accommodating School for two days a week (40% of school days). The term fee is: (0.1 x $108) + (0.4 x $108) = $54		

EXECUTION

As agreed by both Accommodating School and Employing School and duly signed by their representatives as follows:

For Accommodating School – [_____]

Name: _____

Role: _____

_____ _____
Signature Date

For Employing School – [_____]

Name: _____

Role: _____

_____ _____
Signature Date