

HER MAJESTY THE QUEEN
acting by and through the Minister of Education
("Minister")

BERNARD GOLDWATER JEWISH EDUCATION TRUST BOARD
as trustee of The Bernard Goldwater Jewish Educational Trust
("Proprietor")

INTEGRATION AGREEMENT
KADIMAH SCHOOL
GREYS AVENUE, AUCKLAND

Ministry of Education
National Office
Wellington

DEED OF INTEGRATION AGREEMENT

THIS DEED OF AGREEMENT is made on the 11th day of November 2010

BETWEEN

HER MAJESTY THE QUEEN acting by and through the Minister of Education ("**Minister**") of the first part

BERNARD GOLDWATER JEWISH EDUCATION TRUST BOARD incorporated under the Charitable Trusts Act 1957 number 211734 as trustee of The Bernard Goldwater Jewish Educational Trust ("**the Proprietor**") of the second part

WHEREAS:

- A. The Proprietor is the Trustee of the Trust. The Proprietor intends to integrate Kadimah School, Newton, Auckland ("**the School**").
- B. The School is a co-educational Jewish day school for boys and girls from New Entrants to Year Eight offering education with a Special Character.
- C. The Minister and the Proprietor ("**the Parties**") have agreed to enter into this Deed of Agreement pursuant to the Private Schools Conditional Integration Act 1975 ("**the Integration Act**"), whereby the School is to be established as an integrated state school.
- D. The Proprietor occupies the School Premises in accordance with the terms of the Goldwater Trust Deed.

AGREEMENT

Definitions

In this Deed of Agreement, unless the context requires otherwise the parties agree as follows:

Education with a special character has the meaning ascribed in the Integration Act;

Effective Date shall be the **1st day of January 2011**;

Goldwater Trust Deed means the Trusts created by the scheme approved by order of the High Court of New Zealand (then known



as the Supreme Court) dated 14 December 1966, in M.306/64 establishing The Bernard Goldwater Jewish Educational Trust;

Minister includes the current and all future Minister of Education, or any Minister of the Crown who, under the authority of any warrant or with the authority of the Prime Minister, is responsible for the administration of the Integration Act;

Trust means the trust created by the Goldwater Trust Deed and of which the Proprietor is the Trustee.

THIS DEED OF AGREEMENT RECORDS AN AGREEMENT BETWEEN THE PARTIES as follows:

1. That the Minister and the Proprietor agree that the School is to be established as an integrated state school pursuant to the Integration Act.
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 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 agreed that:-
 - (a) The Proprietor occupies the land and improvements more particularly described in the Schedule ("**the School premises**") pursuant to the terms of the Goldwater Trust Deed.
 - (b) The Proprietor shall set apart and appropriate all the School premises and all the chattels and other assets of the Proprietor associated with the School exclusively for the purposes of the School as an integrated state school, so that the Kadimah School Board of Trustees ("**the Board of Trustees**") shall have the exclusive right to the possession and use of the School premises and chattels:

PROVIDED THAT

- (i) At the request of the Proprietor the Board of Trustees may, subject to section 40A of the Integration Act grant the use of the School premises and chattels to the Proprietor or other

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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.

- (ii) The parties acknowledge with the consent of the Proprietor, the Board of Trustees may, subject to section 40A of the Integration Act, 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 his consent. The Board of Trustees may require any such person or persons to pay a reasonable fee to such Board of Trustees as a condition of such use.
- (c) The Proprietor shall accept and meet the liability for all mortgages, liens and other charges upon the land and buildings comprising the School premises, in respect of which the Proprietor is legally responsible.
- (d) 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 section 40(2)(d) of the Integration Act.
- (e) The Parties recognise the Proprietors' rights under section 40(2)(e) of the Integration Act to maintain additional property and facilities.
- (f) The Parties note the Proprietors' obligations under section 40(2)(e) and (h) regarding insurance.
- (g) No person employed at the School and paid for his/her services in whole or in part out of moneys appropriated by Parliament, shall be paid by the Proprietor or his servants or agents any remuneration additional to that provided for by the Integration Act 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 non-integrated state school.

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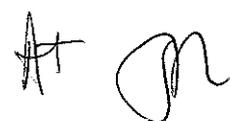
4. The land and buildings constituting the School premises are subject to the mortgages, debts, liens, encumbrances, easements, licences, restrictions and other matters which affect the title to or enjoyment of the land and have the appurtenances or benefits attaching to the land more particularly described in the **First Schedule**.
5. The Special Character of the School is that it is a Jewish School for boys and girls established pursuant to the terms of the Goldwater Trust Deed, to provide and to continue to provide Education with a special character, that is to say:-

The School is a Jewish school in which the whole School community, through the general School programmes and in its religious instructions and observances, exercises the right to live and teach Jewish religious and cultural values in accordance with the object and spirit of the Goldwater Trust Deed. The School aims to deliver the highest standards of education within a framework which fosters Torah values, Jewish identity and sense of place, by developing an understanding and practical application of Jewish observance, Jewish religious values, and the Hebrew language.

Religious observances and religious instruction have formed part of the Education with a Special Character provided by the School since its founding in approximately 1971, with the form of prayer service followed being in conformity with Minhag Poland, and such religious observances shall continue to form part of the School programme, in accordance with the religious customs and traditions followed by the School to date, as provided for by sections 31 and 32 of the Integration Act.

Notwithstanding anything contained or implied in this Agreement or the Integration Act or the Education Act 1989 or any other Act or regulation the School may be closed for the proper observance of Jewish Religious Festivals and Holidays, namely Rosh Hashanah (2 days), Yom Kippur (1 day), Sukkot (2 days), Shemini Atzeret (1 day), Simchat Torah (1 day), Pesach (4 days), Shavuot (2 days). The school will meet the requirements of the Education Act 1989 as to the length of the school year prescribed by the Minister of Education. The school must open for the minimum number of half days by providing tuition on such additional days as the Board of Trustees may determine, in lieu of days on which the School is closed for the observance of Jewish Religious Festivals and Holidays, save that such additional days shall not be on weekends or public holidays.

6. The Proprietor of the School, subject to the provisions of this Deed of Agreement:-
 - (a) Shall continue to have the responsibility to supervise the maintenance and preservation of the Education with a Special Character provided by the School;
 - (b) 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;
 - (c) May invoke the powers conferred upon it by the Integration Act, 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 Board of Trustees constituted pursuant to Part IX of the Education Act 1989, shall be the controlling authority of the School.
8. The Parties acknowledge that the Board of Trustees is required under section 25(6) of the Integration Act, to make provision for adequate consultation with the Proprietor, in terms of the Proprietor's rights and responsibilities under section 3 of that Act.
9. The Board of Trustees shall be deemed to have been dissolved upon cancellation of this Deed of Agreement or closure of the school under the Integration Act.
10. It is agreed that the maximum roll of the School shall be 350 students.
11. The Proprietor agrees that pursuant to paragraph (d) 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 of Education for a comparable non-integrated state school.
12. Preference of enrolment at the School under section 29(1) of the Integration Act shall be given only to those children whose parents, in the Proprietor's opinion, have established a particular or general religious connection with the Special Character of



the School. Both parties express their common understanding and mutual expectation that the Board of Trustees will conduct enrolment procedures in accordance with section 29 of the Integration Act.

13. In accordance with section 7(6)(h) of the Integration Act unless the Proprietor and the Secretary of Education otherwise agree and subject to places being available, the number of pupils whose parents or other persons accepting responsibility for the education of the child do not have a preference of enrolment at the School in accordance with the provisions of section 20(1) of the Integration Act shall be limited to 10% percent of the maximum roll and the Board shall not enrol more than that number.
14. It is agreed by and between the parties that as religious observances and religious instruction form part of the Education with a Special Character provided by the School, religious observances and religious instruction in accordance with the determination made from time to time by the Proprietor (in accordance with the terms of the Goldwater Trust Deed) shall continue to form part of the School programme in accordance with sections 31 and 32 of the Integration Act.
15. The Proprietor, together with its servants, agents and licensees shall, subject to the proviso to section 40(2)(i) of the Integration Act, have at all reasonable times access to the School to ensure that the Special Character of the School is being maintained.
16. The Proprietor, together with its servants, agents and licensees, shall have at all reasonable times access to 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 Integration Act and by this Deed of Agreement.
17. There shall be a position at the School to be designated Director of Jewish Studies in accordance with section 65(1)(b) of the Integration Act which position shall be a position of responsibility and part of the normal staffing entitlement of the School as established pursuant to the Education Act 1989 and an advertisement for that position shall 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 appointment. Any person so appointed to the position of Director of Jewish Studies shall accept these requirements as a condition of appointment. The Director of

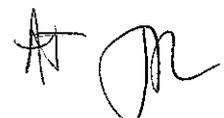


Jewish Studies shall give guidance and provide effective leadership in religious instruction and observances throughout the School.

18. A person appointed to the position of Director of Jewish Studies at the School shall undertake such teaching duties, if any, as may be required by the Principal of the School.
19. The number of teaching positions which, in accordance with section 65(1)(c) of the Integration Act shall be positions of importance carrying a responsibility for religious instruction shall be (20) percent to the nearest whole number of the Total Staffing Entitlement of the School as established pursuant to the Education Act 1989, including the Director of Jewish Studies. Any advertisement for those positions shall state a willingness and ability to take part in religious instruction appropriate to the Special Character of the School shall be a condition of appointment. Any person appointed to these positions shall accept these requirements as a condition of appointment.
20. The parties to this Deed of Agreement acknowledge that the School shall be entitled to funding for staffing incentives on the same basis as an equivalent non-integrated state school. For the avoidance of doubt, this means that where the Board of Trustees is unable to fill a position of importance carrying a responsibility for religious instruction solely because there are no candidates suitably qualified to provide religious instruction, then the Board of Trustees will not be eligible for any additional funding for staffing or recruitment incentives.
21. Notwithstanding anything contained in this Deed of Agreement, the parties acknowledge that Part 10 of the Education Act 1989 applies to any person employed in a teaching position at the school.
22. The Proprietor 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 of that child 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 notice in the New Zealand Gazette in accordance with Section 36 of the Integration Act.



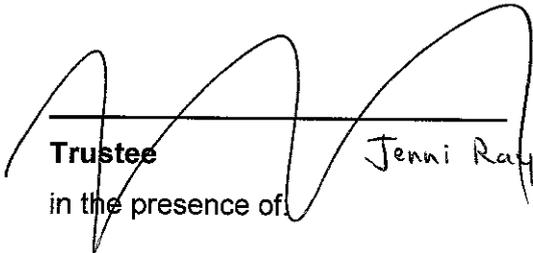
23. The Minister shall subject to Clause 3(d) and (e) of this Deed of Agreement after the effective date maintain the School premises and the associated facilities in a state of repair order and condition as for a comparable non-integrated state school and provide for the maintenance of the chattels as though the School were a non-integrated state school.
24. All financial contributions other than attendance dues shall be made on a voluntary basis and no student shall be refused enrolment because of the unwillingness of the parents to make such contributions.
25. The Proprietor shall not assign, nor take any steps in preparation of an assignment of, all or any of its obligations under this Deed of Agreement unless it has first obtained the prior written consent of the Minister.
26. The parties acknowledge and agree that the Proprietor is not an agent of the Minister or of the Ministry of Education and may not represent itself by its servants or agents or otherwise that it is an agent of the Minister or of the Ministry of Education.
27. The Minister and the Proprietor shall act in good faith to each other in respect of any dealings or matters under or in connection with this Deed of Agreement.
28. On and after the effective date specified in this Deed of Agreement the School shall be an integrated state school in terms of Integration Act.
29. All notices which are required to be sent under this Deed of Agreement shall be in writing and sent to the address for notifications in accordance with the following clause unless otherwise agreed between parties
 - (a) All notices to the Minister shall be sent to the Group Manager, Education, Curriculum and Performance, Ministry of Education, PO Box 1666, Wellington, facsimile (04) 463 8252.
 - (b) All notices to be sent to the Proprietor shall be sent to the Chair, Goldwater Trust Board, 108 Greys Ave, Auckland.



EXECUTION

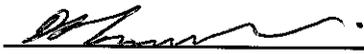
SIGNED this 11th day of November 2010 by

BERNARD GOLDWATER JEWISH EDUCATION TRUST BOARD:



Trustee Jenni Raynish
 in the presence of

Signature: 
 Name: S J KATZ
 Occupation: Solicitor
 Ordinary place of residence:
 45 Naumane St, Auckland

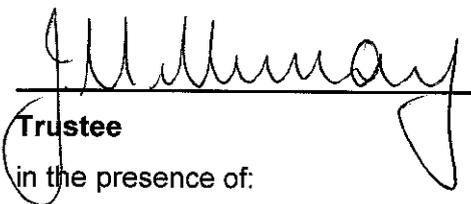


Trustee
 in the presence of:

Signature: 
 Name: S J KATZ
 Occupation: Solicitor
 Ordinary place of residence:
 45 Naumane St, Auckland

Barbara Hill

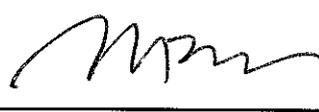

 S J KATZ
 Solicitor
 Auckland



Trustee
 in the presence of:

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Signature: 
Name: S J KATZ
Occupation: Solicitor
Ordinary place of residence:
45 Waimere St
Auckland

 M. Levy.

Trustee

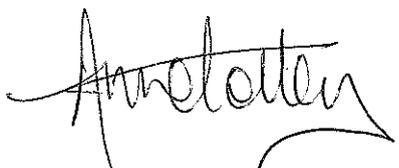
in the presence of:

Signature: 
Name: S J KATZ
Occupation: Solicitor
Ordinary place of residence:
45 Waimere St
Auckland.

SIGNED this 10th day of November 2010 for and on behalf of HER MAJESTY by

HONOURABLE ANNE TOLLEY

(Signature)



Minister of Education, Wellington, acting under delegated authority

in the presence of:-

Signature: 
Name: Daniel Reid
Occupation: Senior Adviser
Ordinary place of Residence: Lower Hutt



SCHEDULE

Description of land, buildings and other improvements comprising the School premises of Kadimah School.

THE SCHOOL PREMISES:

All that part of the land and buildings located at 108 Greys Avenue, Auckland and comprised in Certificates of Title 1565/12 and 1345/58 (being Lot 2, Deposited Plan 44754, Lot 2, Deposited Plan 45093 and Allotment 57-58 Section 29, City of Auckland) which is delineated in red on the annexed plans which form part of this Schedule, together with the associated school buildings and other improvements.

SCHOOL PREMISES

See Plans Attached

- | | | |
|----|----------------|---|
| 1. | Plan 975-2-205 | Basement 2 and 3 |
| 2. | Plan 975-2-211 | Basement 1 |
| 3. | Plan 975-2-220 | Ground Floor |
| 4. | Plan 975-2-330 | 1 st Floor |
| 5. | Plan 975-2-340 | 2 nd Floor |
| 6. | Plan 975-1-040 | 2 nd Floor (showing other areas) |

At: M