

**INTEGRATION DEED OF AGREEMENT
AL - MADINAH SCHOOL**

THIS DEED is made the 21st March 1996

BETWEEN **THE ISLAMIC EDUCATIONAL AND DAWAH TRUST**
(the "Proprietor") an incorporated body under the Charitable Trusts Act 1957.

AND **Her Majesty the Queen** acting by and through the Minister of Education (the "Minister").

BACKGROUND The Proprietor is the owner of Al-Madinah School (the "School").

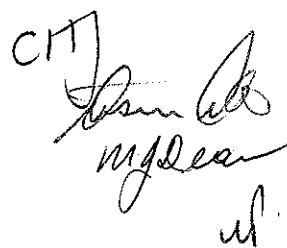
The Minister and the Proprietor have agreed to the integration of the School pursuant to Section 7(2) of the Private Schools Conditional Integration Act 1975 (the "Act").

The School was founded and was established in 1992. It was registered in August 1992 as a full Primary School and was also registered in April 1995 as a Secondary School, and has since operated as a Composite School offering Primary and Secondary education with a Special Character.

NOW THIS DEED WITNESSES AND IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

- Agreement** 1 The Minister and the Proprietor agree that the School is to become an integrated Composite School pursuant to the Act, on a basis which will preserve and safeguard the Special Character of the education provided.
- Board of Trustees** 2 The Board of Trustees (the "Board") shall be the "Controlling Authority" of the School and shall be constituted pursuant to the Education Act 1989.
- Proprietor's Land and Premises** 3 The Proprietor is the owner of the land described in the **First Schedule** and the improvements thereon.
- Integrated School Premises** 4 The Integrated School premises for the purposes of this Deed of Agreement are the land and improvements more particularly described in the **Second Schedule** and are herein after referred to as the "School Premises".

Integration Deed Al-Madinah School

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**Use of School
Premises** 5

The Proprietor agrees to set apart and appropriate as owner all of the School premises identified on the plan attached in the **Second Schedule**, and all chattels and assets associated with the School premises, for the purposes of the School as an integrated school, and further agrees that the Controlling Authority of the Integrated School shall have the right of possession and use of the School premises and all chattels and other assets associated with the School.

**Proprietor's use of
School Premises** 6

The School premises and all chattels and other assets associated therewith shall be available for use by the Proprietor and the staff employed by the Proprietor and they shall have the right to reasonable use of the School premises and chattels in and out of school time, provided that the Proprietor shall contribute to the lighting, heating and cleaning costs according to such use.

**External use of
School Premises** 7

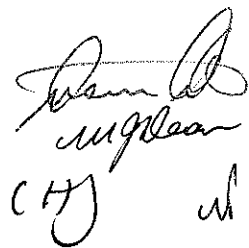
The Board, shall either at the request of, or with the consent of the Proprietor, grant the use of the School premises to other organizations for on-school purposes. The Proprietor shall not unreasonably, or arbitrarily, withhold consent where the use is one which is not in conflict with the maintenance of the Special Character of the School. The board may require payment of a reasonable fee by any such organization as a condition of use of such facility, which fee shall be payable to the Proprietor.

**Proprietor's
Debt** 8

The Proprietor shall be responsible for all mortgages, liens and other charges upon the school premises.

**Upgrading
Buildings** 9

Pursuant to Section 40(2)(c) of the Act the Proprietor shall plan, pay for and execute the improvements described in the **Third Schedule**, so as to bring the School buildings and associated facilities forming part of the School premises up to the minimum standard for comparable State Schools prevailing at the effective date of this Deed of Agreement. Such improvements shall be carried out in accordance with the dates specified against the improvements of the **Schedule**. The Proprietor upon completion of any improvements to the electrical services described in the **Third Schedule** arrange for the inspection of the School premises in terms of the regulations in force at the time.



- 10 The Proprietor shall plan, execute and pay for such capital works and associated facilities as may be approved or required from time to time by the Minister pursuant to Section 40(2)(d) of the Act.

**Proprietor's
Property**

- 11 The Proprietor may own, control and maintain any lands, buildings, chattels and assets that, although not part of the integrated premises, are regarded by the Proprietor as appropriate to maintain the Special Character of the School.

Insurance

- 12 The Proprietor shall insure the buildings forming part of the School premises and the Proprietor's chattels (if any) owned or held upon trust for the purposes of the School, and the other assets owned by the Proprietor for the purposes of the School, against risks normally insured against, in some responsible insurance office in New Zealand, and further acknowledges the obligation to extend the benefit of the indemnity provided by the policy to the Minister (refer Section 40(2)(h) of the Act).

**Future
Maintenance**

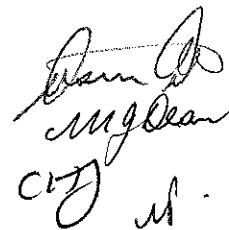
- 13 Subject to Clauses 9 and 10 any requirements placed on the Proprietor to carry out deferred maintenance set out in the **Third Schedule**, the Minister after the effective date of this Agreement, shall maintain the land, buildings, chattels and associated facilities comprising the (integrated) School premises as though the School was a State School.

**Proprietor's
Borrowings**

- 14 The Proprietor, with the consent of the Minister, which consent shall not be unreasonably withheld, shall have the right to raise funds against the security of the School premises for the purposes for carrying out any additions and/or improvements to the School premises and any facilities associated therewith and for such purposes may charge mortgage or encumber the School premises or any part thereof.

**Staff
Remuneration**

- 15 Contracts of employment for person employed at the (Integrated) School who are paid in whole or in part the money appropriated by Parliament shall be negotiated with rates and allowances in accordance with Part VII of the State Sector Act 1988.
- 16 A Teacher to whom the provisions of Section 71 of the Act apply shall continue to be paid no less than the same salary, and be accorded the same status, as he/she received or was accorded on the day before the effective date of integration.



Special Character Agreement 17

The School's Special Character as hereinafter described, shall incorporate education with a special Character as provided in the School AND IT IS HEREBY 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.

Special Character Definition 18

18.1 Al-Madinah School is a Islamic school established by The Islamic Educational and Dawah Trust for parents choosing education in a Islamic Environment.

18.2 The Special Character of the School is determined by the faith system made up of The Ahlul Sunnah Wal Jammah including Hanafi, Shaafi, Hambali and Maaliki Mazab, values and life system made up of Tablighi Jamaat as determined from time to time by the Trustees of the Islamic Educational and Dawah trust.

18.3 The purpose of Al-Madinah School is to nurture and develop the ISLAMIC way of life through ALL learning experiences, under the guidance of dedicated teachers, within the best possible environment. The Islamic ethic is the basis for the school's daily life and there is regular instruction and worship in the Islamic tradition.

EXPLANATION

1. **By nurture and develop the islamic way of the life through all learning experiences** it is meant that Al-Madinah School is founded on the firm faith in the one and only ALLAH(God) and that prophet Muhammed (may peace and blessings of Allah be upon him) is the messenger (prophet) of Allah; that Allah controls all things; that nothing occurs without his knowledge and permission; that all creations of Allah in the heavens and the earth reflect His excellence, power and sovereignty over all things, as embodied in the Holy Quran and teachings (Sunnah) of Muhammed (may the Peace and Blessings of Allah be upon him) and by so doing we will attain salvation on the Day of Judgment.
Islam is a way of life that supercedes race and national culture, and as such, acts to unify diverse peoples. The curriculum will make constant reference to the Quran and Sunnah as the source of all guidance; all programmes of teaching are bound by and support the Islamic culture.

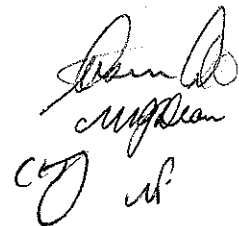
- 2) By **best possible environment**, it is meant that Al-Madinah school aims to provide students with the means of living a fulfilled, complete Islamic life; to be a source of hedaayah (guidance and inspiration) to their family members and friends; to build, nurture and sustain a strong faith and sense of Islamic identity, and to promote students and staff to participate in dawah"(inviting others to practice their Islam) as prescribed by Tablighi Jamaat.
- 3) By **Islamic ethic is the basis for the school's daily life** it is meant that: Islamic practice is central to the life of our school. Within this would be included the following which shall be determined by the Islamic Educational and Dawah Trust.

- Segregation of males and females
- Provision of ablution facilities
- Celebration of Islamic festivals
- Observing the fasting month of Ramadan
- Use of Islamic Calendar
- Promotion of Arabic and Urdu language
- Promotion and use of Islamic Terminology
- Begin activities with short prayers (Du'A)
- Daily ta'lim (learning circles)
- Zuhar Salat (mid-day Prayer) daily in congregation
- Daily lessons in reading of Holy Quran
- Ensuring only Halal (permitted) foods are eaten at school.
- Acting as a continuum and extension of the teaching provided in Muslim homes.

Proprietor's Rights and Responsibilities

19 The proprietor shall subject to the provisions of this Agreement:

- 19.1 Continue to have the responsibility to supervise the maintenance and preservation of education with a Special Character provided by the School;
- 19.2 Continue to have the right to determine from time to time what is necessary to preserve and safeguard the Special Character of the School as defined herein;
- 19.3 Invoke the powers conferred upon it by the Act should the Proprietor so determine if in the opinion of the Proprietor the Special Character of the School has been or is likely to be jeopardized or the

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Education with such Special Character so provided is no longer preserved and safeguarded.

- School Roll** 20 The School had a roll of 126 Primary and secondary pupils at 11th September, 1995. It is agreed that subject to any amendments as provided for by Supplementary Agreements, that the maximum roll of the school shall be 180.
- Enrolment Preferences** 21 21.1 A preference at the School under Section 29(1) of the Act shall be given to those pupils with parents who have established a particular or general connection with the Special Character of the School, and the Board shall not give preference of enrolment to the parent of any child unless the Proprietor concurs that those parents have established a particular or general connection with the Special Character of the School to the satisfaction of the Board.
- 21.2 In accordance with Section 7(6)(h) of the Act, unless the Proprietor and Minister otherwise agree, and subject to the places being available, the number of pupils whose parents do not have preference of enrolment at the School in accordance with the provisions of Section 29(1) of the Act shall be limited to 10 percent of the roll at the School.
- Access to School** 22 The Proprietor with its servants, agents and licensees shall subject to the provision of Section 40(2)(i) of the Act have at all times access to the School to ensure that the Special Character of the School is being maintained and shall also have similar access to enable it to exercise the powers and carry out the responsibilities vested in it and imposed on it by the Act and by this Agreement.
- Staffing Principal's Appointment** 23 An advertisement for the Position of Principal of the School shall, in accordance with Section 65(1)(a) of the Act, state that a willingness and ability to take part in Religious instruction appropriate to the School be a condition of appointment. The Principal so appointed shall accept and recognize a responsibility to maintain and preserve the Special Character of the School.
- Staffing Imam (Priest)** 24 The Proprietor, at its expense, may employ any person whether as Imam(priest) or otherwise for duties relating to the instruction and provisions of section 69(2) and (3) of the Act.

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Staffing Tagged

Positions 25 (i) **The proprietor** in accordance with section 65(1) (C) may designate positions which hold the following responsibilities as part of their position description as positions of importance carrying responsibilities for religious instruction :

- i Deputy Principal
- b. Assistant Principal
- c. H.O.D. Science
- d. H.O.D. Social Studies
- e. H.O.D. Maths
- f. H.O.D English
- g. H.O.D. Accounting and Economics.

Advertisements for these positions shall state that willingness and ability to take part in religious instruction appropriate to the school shall be a condition of appointment.

25 (ii) Inclusive of the positions listed in 24(i) the Proprietor may designate pursuant to Section 66(1) of the Act up to ninety percent of the teaching positions as special positions which require particular capabilities on the part of the teacher holding the position. An appointee will be required to accept and recognize a responsibility to maintain and preserve the special character of the school. Advertisements for these positions shall require an appointee to possess these capabilities as a condition of appointment.

Staffing Restrictions 26 The Proprietor shall not engage any teachers between the date of execution of this Deed of Agreement and the effective date of Integration other than those already been notified by the Proprietor to the Secretary of Education without first obtaining the consent of the Secretary.

Attendance Dues 27 The Proprietor of the School may enter into agreements with the parents or other persons accepting responsibility for the education of pupils at the School, provided as a condition of the enrolment and attendance of each pupil at the School, that the parents or other persons shall pay the attendance dues pursuant to the provision of Section 36 of the Act.

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Dated 28 The effective date of this Deed of Agreement shall be
25th March 1996

29 On and after the effective date specified in this Deed of Agreement
the School shall be an integrated composite school in terms of the
Private Schools Conditional Integration Act 1975.


IN WITNESS WHEREOF these presents have been executed the day and year first
hereinafter written.

THE COMMON SEAL OF THE ISLAMIC EDUCATIONAL AND DAWAH TRUST

was hereunto affixed in the presence of:)

[Signature]
Trustee

[Signature]
Trustee



Signed by:

Kathy Phillips
.....)

Ministry of Education)
pursuant to authority delegated by the)
Minister of Education acting on behalf of)
HER MAJESTY THE QUEEN in the presence of:
Charlotte Hygher Johnson
36 Hanover Street
Wellington

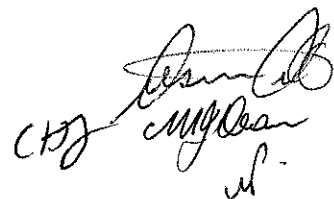
FIRST SCHEDULE

Description of total land, buildings and other improvements comprising the Proprietor's land of which the school premises form part of.

THE PROPRIETOR'S LAND

All that land, buildings and other improvements owned by The Islamic Educational and Dawah Trust incorporated situated at 8 Westney Road, Mangere, Auckland and being particularly described as follows and delineated in green on the plan forming part of the Second Schedule hereto.

All that parcel of land containing 1.1660 hectares situated in Mangere, Auckland being Part Lot 2 on Deposited Plan 18300 and being all the land in Certificate of Title Volume 420 - 120 (Auckland District Land Registry).

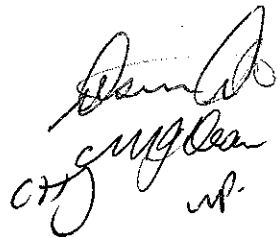
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SECOND SCHEDULE

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

THE SCHOOL PREMISES

All that part of the Proprietor's land as described in the First Schedule hereto delineated in red on the annexed plan of the Proprietor's land, which forms part of this schedule, TOGETHER WITH, all the School buildings and other improvements thereon SAVE AND EXCEPT those buildings more particularly delineated in blue on the annexed Plan hereto.

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