

## DEED OF INTEGRATION AGREEMENT

**BETWEEN**

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

**AND**

**The Zayed Bin Sultan Al Nahyan Charitable and Humanitarian Foundation** an incorporated body under the Charitable Trusts Act 1957 ("the Proprietor") of the second part.

**WHEREAS:**

- A** The Proprietor intends to integrate **Zayed College for Girls, Mangere**, ("the **School**").
- B** The School is to be an Islamic Secondary School for Girls from Year Seven (7) to Year Thirteen (13) 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 Deed of Lease between the Proprietor and the Islamic Educational and Dawah Trust.

Definitions

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

"Board of Trustees" means the Board of Trustees of the School;

"Effective Date" shall be 1 January 2011;

"Minister" includes the current and all future Ministers 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;

"School" means Zayed College for Girls, Mangere.

**THIS DEED 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 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.
3. Proprietor agrees that:-
  - (a) The Proprietor occupies the land and improvements more particularly described in the Schedule ("**the School premises**") pursuant to the terms of the Deed of Lease.
  - (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 Zayed College 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 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 Proprietor's rights under section 40(2)(e) of the Integration Act to maintain additional property and facilities.
  - (f) The Parties note the Proprietor's 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.
4. The Special Character of the School is that it is an Islamic School for girls established by Zayed Bin Sultan Al Nahyan Charitable & Humanitarian Foundation, to provide and to continue to provide Education with a special character, that is to say:-

The special character of the school is determined by the faith system made up of the beliefs, values and lifestyle of Islam as embodied in the Holy Quran and Sunnah of the Prophet Mohammed. AND as explained and elaborated by the four Mazaihab (Hanafi, Shaafi, Hanbali, Maaliki).

The purpose of the school is to support the home and the Islamic community in the transmission of the Islamic faith system and lifestyle to the young women who attend the school. The function of the school is to facilitate the development of a mature and

understanding commitment to the beliefs and practices of Islam so that students will become responsible and caring citizens of New Zealand community.

The School will respect Dawah work as prescribed by “Dawah and Tableeg” and encourage and facilitate this for those staff and students who choose to be involved in this effort of Dawah.

The purpose of Zayed College 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.

By “nurture and develop the Islamic way of life through all learning experiences” it is meant that The Zayed College for Girls is founded on the firm faith in the one and only Allah (God) and that prophet Mohammed (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 Mohammed (may the Peace and Blessings of Allah be upon him) and by so doing we will attain salvation on the Day of Judgement.

Islam is a way of life that super-cedes 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.

5. 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.

6. The Board of Trustees constituted pursuant to Part IX of the Education Act 1989, shall be the controlling authority of the School.
7. 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.
8. 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.
9. It is agreed that the maximum roll of the School shall be 300 students.
10. 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 for Education for a comparable non-integrated state school.
11. 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.
12. In accordance with section 7(6)(h) of the Integration Act unless the Proprietor and the Secretary for 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 enroll more than that number.
13. It is agreed 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 shall continue to form part of the School programme in accordance with sections 31 and 32 of the Integration Act.

14. 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.
15. 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.
16. The position of the Principal of the School shall be advertised in accordance with section 65(1)(a) of the Integration Act.
17. The Proprietor, at its expense, may employ any person for duties relating to the instruction and provision of section 69(2) and (3) of the Act (to ensure that the Special Character is being implemented in the School).
18. 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 the maintenance of the Special Character of the School
  - a) 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
19. Inclusive of the positions listed in clause 18 the Proprietor may designate pursuant to Section 66(1) of the Act up to fifty (50) percent of the teaching positions as special positions which require particular capabilities on the part of the teacher holding the position.
20. The parties 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. 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 the 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, The Zayed Bin Sultan Al Nahyan Charitable and Humanitarian Foundation, PO Box 22419, Otahuhu, Auckland, 1640, New Zealand.



**EXECUTION**

SIGNED this <sup>th</sup> 30 day of November 2010 by

Mohammed Jalaluddean  
Chairman

On behalf of the Zayed Bin Sultan Al Nahyan Charitable and Humanitarian Foundation:

  
Trustee

in the presence of:



Signature:



Name:

PATRICK JOSEPH LYNCH

Occupation:


EDUCATION ADMINISTRATOR

Ordinary place of residence:

21 ECCLESTON HILL

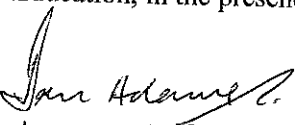
THORNDON, WELLINGTON. NZ.

SIGNED this 22 day of November 2010 for and on behalf of the Sovereign in right of New Zealand by



HONOURABLE ANNE TOLLEY

Minister of Education, in the presence of:-

Signature: 

Name: Jan Adams

Occupation: Private Secretary.

Ordinary place of Residence: 125 Thorndon Quay  
Pipitea.  
Wellington 6011.

**SCHEDULE**

Description of land, buildings and other improvements comprising the School premises of Zayed College for Girls

**THE SCHOOL PREMISES:**

All that part of the land and buildings located at 44 Westney Road, Mangere and comprised in Certificates of Title xxxxx and xxxxxx

**SCHOOL PREMISES**

**See Plans Attached**