

**SUPPLEMENTARY DEED OF AGREEMENT**

**BETWEEN**

**HER MAJESTY THE QUEEN**

**AND**

**TE AUTE TRUST BOARD INCORPORATED**

*Langley Twigg* LAWYERS

DEED dated this 21<sup>st</sup> day of November

Two thousand and

*John*  
Two (2002)  
Three 2003

**BETWEEN** HER MAJESTY THE QUEEN acting by and through the  
MINISTER OF EDUCATION ("the Minister")

**AND** TE AUTE TRUST BOARD INCORPORATED ("the Proprietor")

#### **BACKGROUND**

- A. By Deed of Agreement dated 28<sup>th</sup> day of April 1995 as varied by supplementary Deeds of Agreement (hereinafter together called "the Integration Agreement") the Minister and the Proprietor pursuant to Section 7(2) of the Private Schools Conditional Integration Act 1975 ("the PSCI Act") established Hukarere School (hereinafter referred to as "the School") as an integrated school.
- B. The parties have agreed to vary the Integration Agreement as to certain matters concerning the School role.
- C. Pursuant to Section 7(9) of the PSCI Act the Minister and the Proprietor have now agreed to enter in to a Supplementary Agreement to give effect to their agreement.

#### **THE PARTIES AGREE AS FOLLOWS:**

- 1. **Effective Date**
- 1.1 This Supplementary Deed of Agreement will have effect from the first day of the School's 2003 school year.

2. **School Roll**

2.1 Clause 21 of the Integration Agreement is hereby amended by deleting the existing clause and inserting the following clause:

21. *The School had a roll of 24 pupils in Form 3 to Form 7 at the 1<sup>st</sup> day of March 1995. It is agreed, as provided for in Section 7(6)(g) of the Act, that the maximum <sup>roll</sup> ~~role~~ of the School shall be 100 provided that the maximum day pupil roll shall be 40.*

3. **Enrolment Preferences**

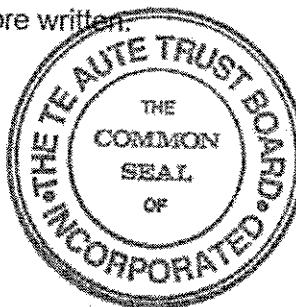
3.1 Clause 22(d) of the Integration Agreement is amended by replacing the figure "10 percent" with the figure "8 percent".

4. **Savings**

4.1 Except as expressly varied by this Agreement the Integration Agreement shall continue in full force and effect.

DEED EXECUTED the day and year hereinbefore written.

THE COMMON SEAL of TE AUTE TRUST BOARD INCORPORATED was hereunto affixed in the presence of:



Signature of Witness:

M. Lupa. P. J. Clark

Occupation of Witness:

P

Town/City of Witness:

\_\_\_\_\_

**SIGNED** by **KATHY PHILLIPS** Senior Manager  
National Operations, Ministry of Education  
pursuant to authority delegated by the  
Minister of Education acting on behalf of  
Her Majesty the Queen in the presence of:

  
KATHY PHILLIPS

Signature of Witness: D. J. Miller  
Occupation of Witness: Team Leader, Ministry of Education  
Town/City of Witness: Wellington

BSKr3783jk

DEED dated this 26<sup>th</sup> day of November

Two thousand and

Two (2002)

Three 2003

*John*

**BETWEEN** HER MAJESTY THE QUEEN acting by and through the  
MINISTER OF EDUCATION ("the Minister")

**AND** TE AUTE TRUST BOARD INCORPORATED ("the Proprietor")

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DEED EXECUTED the day and year hereinbefore written.

THE COMMON SEAL of TE AUTE TRUST BOARD INCORPORATED was hereunto affixed in the presence of:



Signature of Witness: *M. Lupa* *P. A. [Signature]*  
Occupation of Witness: *P*  
Town/City of Witness: \_\_\_\_\_

*[Handwritten mark]*

**SIGNED** by **KATHY PHILLIPS** Senior Manager  
National Operations, Ministry of Education  
pursuant to authority delegated by the  
Minister of Education acting on behalf of  
Her Majesty the Queen in the presence of:

  
**KATHY PHILLIPS**

Signature of Witness: D.J. Miller  
Occupation of Witness: Team Leader, Ministry of Education  
Town/City of Witness: Wellington

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