

DEED OF AGREEMENT

Great Teaching, Inspired Learning Cadetship

(Cadetship Holder)

Instructions for completing this Deed of Agreement

Please read the whole of the Deed of Agreement carefully and ensure that you understand it and that:

1. your name and address in **Item 1** of the **Schedule** to the Deed of Agreement is correct;
2. **each** page of both copies is signed in **blue pen** by you and a witness, whose name and address is to be added on the signature page (page 5). The Deed must be signed in **blue pen** to ensure that all signatures are original and not photocopies;
3. you must not, of your own initiative, make any alterations to the Deed of Agreement. Please avoid doing this as an alteration will require another two Deeds being sent to you for signature;
4. you sign, date and return both copies of this Deed of Agreement. When both signed copies of the Deed of Agreement are returned, they will be checked and, if satisfactory, signed and dated by the NSW Department of Education. One copy will then be returned to you;
5. you return the completed Deeds of Agreement to:

Scholarship Unit
Locked Bag 3020
BLACKTOWN NSW 2148

One copy of the Deed of Agreement, when executed, will be attached to your personnel file and your service commitment will be indicated on the New South Wales Department of Education's computerised staffing database. The other copy will be returned to you, the Sponsorship Holder.

**NSW DEPARTMENT OF EDUCATION
GREAT TEACHING, INSPIRED LEARNING: CADETSHIP**

This Agreement commences on the date in Item 2 of The Schedule of this Agreement.

Between

The State of New South Wales by its New South Wales Department of Education (the Department) and

<NAME> whose details are in Item 1 of The Schedule.
(The Cadetship Holder)

BACKGROUND

The Department, in response to an application by the Cadetship Holder, has agreed to provide employment as a paraprofessional to the Cadetship Holder for the duration of their teacher education program (as set out in Item 2 of The Schedule) and upon completion of a recognised teacher education program (as set out in Item 3 of The Schedule), the Department has agreed to provide the Cadetship Holder with a permanent teaching position (as set out in Item 4 of The Schedule).

The Cadetship Holder has agreed to accept the Cadetship provided by the Department subject to the terms and conditions of this Agreement.

AGREEMENT

The parties hereby agree that:

1. The Department will provide employment as a paraprofessional for the duration of the Cadetship Holder's teacher education program (as set out in Item 2 of The Schedule).
2. The Cadetship Holder agrees to complete a recognised teacher education program (as set out in Item 3 of The Schedule).
3. The Cadetship Holder agrees to:
 - 3.1 satisfactorily complete all components and obligations of the teacher education program (as set out in Item 3 of The Schedule) required by the relevant higher education institution to the satisfaction of the Department and must not defer any subjects during the course, obtain any extension or change of study without obtaining the prior written consent of the Department;
 - 3.2 continue to work in a NSW public school for 3 years (12 terms) (as set out in Item 5 of The Schedule) following the successful completion of the teacher education program (as set out in Item 3 of The Schedule) in an agreed location;
4. The Cadetship Holder warrants that the Cadetship Holder is not:
 - 4.1 an undischarged bankrupt;
 - 4.2 a barred person within the meaning of the child protection legislation and the Department's child protection policies;
 - 4.3 receiving and does not intend to receive any other financial assistance upon terms which prevent or might prevent the Cadetship Holder from fulfilling all obligations under this Deed of Agreement to the satisfaction of the Department; and

Sponsorship Holder signature _____ Witness signature _____
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- 4.4 aware of any illness, disability or condition which might interfere significantly with the Cadetship Holder's ability to undertake and complete the teacher education program (as set out in Item 3 of The Schedule) and the three year period of commitment (as set out in Item 5 of The Schedule).
5. The Cadetship Holder expressly acknowledges that employment as a paraprofessional under this Agreement may have taxation implications and may have implications in respect of Commonwealth benefits (such as Youth Allowance, Austudy, Family Allowance and Childcare Benefits) and Commonwealth obligations (including HECS-HELP, Medicare Levy and child support).
6. This Agreement is governed by the laws of New South Wales. Each of the parties irrevocably submits to the jurisdiction of the courts of New South Wales. Any reference to legislation is to be read as including any legislative provision replacing same.
7. The Cadetship Holder may not assign their rights arising out of Agreement.
8. The Cadetship Holder will be provided with an original copy of this Agreement.
9. Any section or part thereof, or the application of any section or part thereof of this Agreement which is prohibited or which is ineffective in any jurisdiction shall only be prohibited or ineffective to the extent of the prohibition. Any section of, or the application of any section of this Agreement which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of the remaining sections of the Agreement, in that or any other jurisdiction.
10. The Cadetship Holder warrants that they have had the opportunity to seek independent legal advice with respect to this Agreement.
11. Any variation of this Agreement must be in writing and signed by the parties before it can take effect.
12. Any leave greater than five days must be endorsed and approved by the principal or supervisor and cadetship program manager and may affect the Cadetship Holder's service commitment period.
13. This Agreement supersedes all previous agreements in respect of its subject matter and embodies the entire agreement between the parties.
14. The terms of this Agreement survive its termination to the extent permitted by law.
15. This Agreement shall be binding upon the Cadetship Holder and their heirs, executors, administrators.

THE SCHEDULE:

Item 1: Name and Detail of the Cadet (the Cadetship Holder)

«Mailing_Title»

ID No: «PEPS_ID»

«Home_Address_1»

«Home_Address_2»

Item 2: Commencement of period of Cadetship

Semester 1, 2017, involving employment as a part-time paraprofessional for the duration of the Cadetship Holder's teacher education program.

Item 3: Teacher Education Program being undertaken by Cadetship Holder

A teacher education program involving a «Degree» at the «University» to be completed by the end of Semester 2, «Expected_Completion_Date», including the completion of all professional experiences/practicums in a NSW public school.

Item 4: Envisaged Appointment Area

Permanent, full-time «Subjects» teacher.

Item 5: Period of Commitment

Twelve (12) school terms of continuous service as a permanent, full-time «Subjects» teacher after satisfactory completion of the Teacher Education Program, as determined in Item 3 of the Schedule, and commencing on the first day of the Envisaged Appointment to a NSW public school in the Service Commitment Areas at Item 6.

Item 6: Service Commitment Areas

School Education Areas:

Albury, Armidale, Bankstown, Batemans Bay, Bathurst, Blacktown, Bondi, Bourke, Broken Hill, Campbelltown, Central Coast, Clarence/Coffs Harbour, Deniliquin, Dubbo, Fairfield, Granville, Griffith, Hornsby, Lake Macquarie, Lismore, Liverpool, Maitland, Moree, Mount Druitt, Muswellbrook, Newcastle, Northern Beaches, Orange, Parramatta, Penrith, Port Jackson, Port Macquarie, Queanbeyan, Ryde, Shellharbour, St George, Sutherland, Tamworth, Taree, Tweed Heads/Ballina, Wagga Wagga, Windsor, Wollongong.

Sponsorship Holder signature _____

Witness signature _____

EXECUTED BY THE PARTIES AS A DEED

Signed, sealed and delivered by _____)

Name of Sponsorship Holder

Signature of Sponsorship Holder
_____ day of _____

two thousand and _____
Date of execution by Sponsorship Holder

in the presence of:

Signature of Witness

Name of Witness

Address of Witness

Signed, sealed and delivered by the State of New South Wales, Department of Education, by its authorised officer. _____)

Name of Authorised Officer

Signature of Authorised Officer
_____ day of _____

two thousand and _____

Date of execution by New South Wales Department of Education

Title of Authorised Officer

in the presence of:

Signature of Witness

Name of Witness

Address of Witness

For official use only

Service commitment verified correct:

Signed _____ Date _____
Program Manager

Sponsorship Holder signature _____ Witness signature _____