

Congratulations on accepting our offer of a scholarship. Your Deed of Agreement follows. The Schedule that is attached to this advice is part of the Deed. These documents need to be reviewed together.

DEED OF AGREEMENT

Teacher Education Scholarship Program 2017

(Sponsorship Holder) - D.O.B

Instructions for endorsing this Deed of Agreement

You will shortly receive an email asking you to log into the onboarding module to complete the online declaration and disclaimer for your 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. you must not, of your own initiative, make any alterations to the Deed of Agreement. Please avoid doing this as an alteration will require a replacement Deed being sent to you;
3. you complete the online disclaimer to confirm that you understand the application of your e-signature;
4. you complete the online declaration confirming your acceptance of the Deed and its conditions. When your endorsement of the Deed of Agreement is submitted, the NSW Department of Education will complete the online declaration to endorse our obligations to you under the Deed.

One copy of the Deed of Agreement and your declaration, 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. A copy of our endorsement will be returned to you, the Sponsorship Holder.

**NEW SOUTH WALES
DEPARTMENT OF EDUCATION**

DEED OF AGREEMENT

This Deed of Agreement commences on the date in Item 2 of the Schedule to the Deed of Agreement.

Between

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

The person described in Item 1 of the Schedule (the **Sponsorship Holder**).

BACKGROUND

The Department, in response to application by the Sponsorship Holder, has agreed to provide financial assistance to the Sponsorship Holder on the terms set out in this Deed of Agreement.

AGREEMENT

The parties hereby agree that:

1. The Sponsorship Holder accepts a sponsorship from the Department to undertake a recognised teacher education training program as described in Item 3 of the Schedule (the Program).
2. The Department has provided and/or will provide financial assistance, as described in Item 4 of the Schedule to the Sponsorship Holder.
3. The Sponsorship Holder must:
 - i. satisfactorily complete all components and obligations of the Program 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;
 - ii. satisfy the Department recruitment procedures, including where applicable, undergoing a personal suitability interview and any relevant requirements under the *Teacher Accreditation Act 2004*;
 - iii. demonstrate proficiency in the English language at the times nominated and to a level nominated by the Department if and when the Sponsorship Holder is so advised by the Department;
 - iv. accept appointments (including changes to those appointments) nominated by the Department from time to time to the types of positions set out in Item 5 of the

Schedule (Envisaged Appointment Area) with the Department either during or on completion of the Program in the staffing areas specified in Item 7 of the Schedule. The appointment in the Envisaged Appointment Area is subject to the terms of this Deed of Agreement (*including any special condition(s) set out in Item 8 of the Schedule to this Deed of Agreement*), the *Teaching Service Act 1980* and/or any other relevant legislation, award, agreement, determination, industrial instrument or policy applying to persons who are employed in an Envisaged Appointment Area position;

v. notify the Department within 14 days of the Sponsorship Holder being convicted of an offence which would make the Sponsorship Holder a prohibited person within the meaning of the Department policies concerning child protection;

vi. following satisfactory completion of the Program, serve in the Envisaged Appointment Area position with the Department for a continuous period of the number of school terms specified in Item 6 of the Schedule (the Period of Commitment) in the staffing areas specified in Item 7 of the Schedule, from the date that the Sponsorship Holder commences in a position in the Envisaged Appointment Area. The appointment to a position in the Envisaged Appointment Area is subject to the terms of the Deed of Agreement, the *Teaching Service Act 1980* and/or any other relevant legislation, award, agreement, determination, industrial agreement or policy applying to persons who are employed in positions in the Envisaged Appointment Area;

vii. comply with any special condition(s) as set out in Item 8 of the Schedule, (it being acknowledged by the Sponsorship Holder and the Department that the terms of this Deed of Agreement are to be read subject to any condition(s) set out in Item 8 of the Schedule).

4. The obligations under clause 3 are for the benefit of the Department and do not create any obligations on the part of the Department for the benefit of the Sponsorship Holder. The Department does not warrant the satisfactoriness, suitability or benefit to the Sponsorship Holder of the Program. The Sponsorship Holder warrants that he/she has made his/her own inquiries in that regard and places no reliance on any representations made for or on behalf of the Department as to the quality or content of the Program. Without lessening in any way the Sponsorship Holder's obligations and liabilities under this Deed of Agreement, the Department does not guarantee that the Sponsorship Holder will be offered positions in the Envisaged Appointment Area under clause 3(iv) nor does the Department guarantee that if a position in the Envisaged Appointment Area is offered under clause 3(iv) it will be an appointment to teach all or any of the subject areas taught in the Program.

5. The Sponsorship Holder warrants that the Sponsorship Holder is not

i. an undischarged bankrupt; and

ii. a prohibited person within the meaning of the Department policies concerning child protection; and

iii. to obtain any other financial assistance upon terms which prevent or might prevent the Sponsorship Holder from fulfilling all obligations under this Deed of Agreement to the satisfaction of the Department; and

iv. aware of any illness, disability or condition which might interfere with the Sponsorship Holder's ability to undertake and complete the Program or to perform the full range of duties involved in a position in the Envisaged Appointment Area

and acknowledges that the provision of financial assistance pursuant to this Deed of Agreement is subject to completion of a pre employment health declaration which includes provision of evidence of medical fitness for employment.

6. Where the Sponsorship Holder **is not** a permanent employee of the Department prior to the date that the Sponsorship Holder signs this Deed of Agreement to undertake the Program, the Sponsorship Holder acknowledges that the Department, by entering into this Deed of Agreement, is to provide costly support and monitoring to the Sponsorship Holder based on representations made by the Sponsorship Holder, particularly in or in connection with the Sponsorship Holder's application for assistance, and accordingly if the Sponsorship Holder:

i. fails to satisfactorily complete the Program (as to which the Department shall be the sole judge); or

ii. withdraws from the Program; or

iii. fails to demonstrate proficiency in the English language at the times nominated and to a level nominated by the Department; or

iv. refuses to undertake a personal suitability interview or fails, to the satisfaction of the Department, a personal suitability interview; or

v. refuses or is unable to accept an appointment to an Envisaged Appointment Area position during or following the Program; or

vi. refuses, fails or is unable to enter on duty in an Envisaged Appointment Area position with the Department during or following completion of the Program; or

vii. takes any period of unauthorised absence during the Period of Commitment; or

viii. resigns, retires or is dismissed from employment with the Department or accepts a position, other than a position on promotion, which has been advertised for filling through a merit selection process outside of their Envisaged Appointment and or Service Commitment Areas; or

ix. is found to have made any misrepresentation, particularly in or in connection with the Sponsorship Holder's application for assistance, as to:

a. any pre-existing medical condition (see clause 5) which may bear upon the ability of the Sponsorship Holder to be appointed to and fulfil the duties involved in a position in the Envisaged Appointment Area;

b. the ability of the Sponsorship Holder to undertake training and perform the duties involved in a position in the Envisaged Appointment Area;

c. the Sponsorship Holder having been, prior to the date of this Deed of

Agreement, or becoming, during the period of this Deed of Agreement, an "undischarged bankrupt"; or

x. is found to have been or becomes an "undischarged bankrupt"; or

xi. is found to have a medical condition which renders the Sponsorship Holder unable to complete the training or fulfil the duties involved in a position in the Envisaged Appointment Area,

then the Sponsorship Holder will, if required by the Department, pay, without delay, to the Department, an amount equal to the financial assistance paid to or on behalf of the Sponsorship Holder by the Department under this Deed of Agreement. Where the Sponsorship Holder has served part of the service required by this Deed of Agreement, the amount due under this clause will be reduced proportionately.

7. Where the Sponsorship Holder is a permanent employee of the Department prior to the date that the Sponsorship Holder signs this Deed of Agreement to undertake the Program, the Sponsorship Holder acknowledges that the Department, by entering into this Deed of Agreement, is to provide costly support and monitoring to the Sponsorship Holder based on representations made by the Sponsorship Holder, particularly in or in connection with the Sponsorship Holder's application for assistance, and accordingly if the Sponsorship Holder:

i. fails to satisfactorily complete the Program (as to which the Department shall be the sole judge); or

ii. withdraws from the Program; or

iii. refuses to accept an appointment to an Envisaged Appointment Area position following the Program; or

iv. refuses, fails or is unable to enter on duty in an Envisaged Appointment Area position with the Department during or following completion of the Program; or

v. takes any period of unauthorised absence during the Period of Commitment; or

vi. resigns, retires or is dismissed from employment with the Department or accepts a position, other than a position on promotion, which has been advertised for filling through a merit selection process outside of their Envisaged Appointment and or Service Commitment Areas; or

vii. is found to have made any misrepresentation, particularly in or in connection with the Sponsorship Holder's application for assistance, as to:

a. any pre-existing medical condition (see clause 5) which may bear upon the ability of the Sponsorship Holder to be appointed to and fulfil the duties involved in an Envisaged Appointment Area position;

b. the ability of the Sponsorship Holder to undertake training and perform the duties involved in the Envisaged Appointment Area position;

c. the Sponsorship Holder having been, prior to the date of this Deed of

Agreement, or becoming, during the period of this Deed of Agreement, an "undischarged bankrupt"; or

viii. is found to have been or becomes an "undischarged bankrupt"; or

ix. is found to have a medical condition which renders the Sponsorship Holder unable to complete the training or fulfil the duties involved in a position in the Envisaged Appointment Area,

then the Sponsorship Holder will:

x. [unless circumstances envisaged by clause 7(vi) occur] be given nominated transfer status to the staffing area of the school in which the Sponsorship Holder taught immediately prior to commencing the Program or any three (two, if there be fewer than three) surrounding staffing areas; and

xi. pay, without delay, to the Department, an amount equal to the financial assistance paid to or on behalf of the Sponsorship Holder by the Department under this Deed of Agreement. Where the Sponsorship Holder has served part of the service required by this Deed of Agreement, the amount due under this clause will be reduced proportionately.

8. On satisfactory completion of relevant training and, where applicable, a personal suitability interview, the Sponsorship Holder will be appointed, either "as a permanent teacher" pursuant to Section 47 of the *Teaching Service Act 1980* or on probation as a teacher pursuant to Section 48 of the *Teaching Service Act 1980*, to an Envisaged Appointment Area position, as specified in Item 5 of the Schedule.

9. On accepting an appointment, or change to an appointment, to an Envisaged Appointment Area position, the eligibility or otherwise of the Sponsorship Holder to relocation expenses will be subject to the Department policy as set out in the Teachers Handbook as issued from time to time by the Department.

10. If after having been appointed to an Envisaged Appointment Area position and/or following any probationary period, the Sponsorship Holder does not complete the Period of Commitment in an Envisaged Appointment Area position as nominated by the Department from time to time because of:

i. the Sponsorship Holder's ceasing employment in an Envisaged Appointment Area position other than by the Department nominating a new position; or

ii. dismissal of the Sponsorship Holder under Section 75 and/or Part 4A of the *Teaching Service Act 1980*; or

iii. the Sponsorship Holder's employment, if the Sponsorship Holder is not an officer of the Department's Education Teaching Service, being annulled under Section 48 of the *Teaching Service Act 1980*, and a determination being made under Section 48;

then, the Sponsorship Holder will pay, without delay, to the Department, an amount equal to the financial assistance paid by the Department under this Deed of Agreement. Where the Sponsorship Holder has served part of the specified period

required, the amount due under this clause will be reduced proportionately. Notwithstanding any other part of this clause 10 or any other part of this Deed of Agreement, where the Sponsorship Holder's liability to repay financial assistance flows from the Sponsorship Holder's failure to be certified as satisfying requirements for position and status on the Teacher Assessment Review Schedule (TARS), the Department may, at its absolute discretion and without prejudice to its right to recover financial assistance previously provided to the Sponsorship Holder in respect of the Program, give the Sponsorship Holder nominated transfer status to a staffing area being:

iv. the staffing area of the school in which the Sponsorship Holder taught immediately prior to commencing the Program or any three (two, if there be fewer than three) surrounding staffing areas; or

v. the staffing area of the school to which the Sponsorship Holder was appointed in an Envisaged Appointment Area position or three (two, if there be fewer than three) surrounding staffing areas.

11. The amount of financial assistance paid by the Department and to be repaid by the Sponsorship Holder will be exclusively determined by the Department.

12. The Department may, at its sole discretion, withdraw sponsorship of the Sponsorship Holder at any time during the Program. Under such circumstances, the Sponsorship Holder will, without delay, pay to the Department an amount equal to the financial assistance paid to or on behalf of the Sponsorship Holder by the Department under this Deed of Agreement. Where the Sponsorship Holder has served part of the specified period required, the amount due under this clause will be reduced proportionally.

13. Nothing in this Deed of Agreement shall be interpreted as affecting any right or power of the Department or any of its officers or employees to:

i. dismiss, dispense with the services, annul the appointment of the Sponsorship Holder or otherwise terminate his or her employment; or

ii. otherwise deal with the Sponsorship Holder in any way permitted by law; or

iii. stop providing financial assistance.

14. The rights and obligations of the Department will be exercised by the Secretary of the Department or his/her delegate.

15. Any notice to the Sponsorship Holder under this Deed of Agreement will be either delivered personally or sent to the Sponsorship Holder's home address or email address, as specified in Item 1 of the Schedule to this Deed of Agreement, or such other address as the Sponsorship Holder shall advise the Department in writing. A notice will be deemed to have been received by the Sponsorship Holder on the third business day after posting.

16. The acceptance by the Secretary of the Department or delegate of any resignation or retirement by the Sponsorship Holder does not affect the rights of the Department under this Deed of Agreement.

17 For the period of the Period of Commitment:

17.1 Any period of unpaid leave or unauthorised absence exceeding five working days taken by the Sponsorship Holder will not count as service for the purposes of calculating the continuous period of service for the Period of Commitment and will therefore extend the service commitment under this Deed of Agreement accordingly. The granting of unpaid leave is at the discretion of the Department.

17.2 Any period of Maternity Leave on full pay and/or any period of Long Service Leave on full pay counts as service as required by this Deed of Agreement.

17.3 Any period of Maternity Leave on half pay and/or any period of Long Service Leave on half pay counts as service for only half of that period and will therefore extend the service commitment under this Deed of Agreement accordingly.

17.4 Any period of Maternity Leave no pay does not count as service as required by this Deed of Agreement and will therefore extend the service commitment under this Deed of Agreement accordingly.

17.5 The unpaid portion of any period of approved extended leave does not count as service as required by this Deed of Agreement and will therefore extend the service commitment under this Deed of Agreement accordingly.

17.6 Service with the Department in a casual or temporary position will not count towards satisfying the Period of Commitment and may, to the extent specified by the Department, extend the service commitment under this Deed of Agreement accordingly.

17.7 Service with the NSW Technical and Further Education Commission will not count towards satisfying the Period of Commitment and will therefore extend the service commitment under this Deed of Agreement accordingly.

18. Where:

- a. the Sponsorship Holder is or becomes an employee of the Department; and
- b. incurs a liability pursuant to this Deed of Agreement to repay financial assistance paid to or on behalf of the Sponsorship Holder by the Department ("the Sponsorship Liability"); and
- c. the Sponsorship Holder's employment ceases (whether by resignation, retirement, dismissal or otherwise) at any time before the Sponsorship Liability is completely repaid to the Department by the Sponsorship Holder;

then the Sponsorship Holder agrees to the Department (as provider of financial assistance) deducting from the monetary value of any extended or vacation leave entitlements that may become due to the Sponsorship Holder on their ceasing

employment, the whole or any portion of the Sponsorship Liability that remains outstanding as at the last date of the Sponsorship Holder's employment with the Department. The Sponsorship Holder agrees that if Section 118 of the *Industrial Relations Act 1996* applies, this clause will constitute the authorisation in writing for the purposes of that section.

19. The Sponsorship Holder must provide copies of his or her higher educational institution results to the Department within 21 days of the higher educational institution issuing results and further authorises any higher educational institution, which the Sponsorship Holder will attend during the Program, to provide the Department with any information and academic records requested regarding the Sponsorship Holder's participation in the Program, the Sponsorship Holder's performance or otherwise and authorises the Department to produce this Deed of Agreement to the higher education institution to demonstrate the consent of the Sponsorship Holder to the Department requesting information and to the higher education institution providing information to the Department.

20. The Sponsorship Holder acknowledges that, in the interests of proper and prudent management of its sponsorship program, the Department may liaise with and share personal information about the Sponsorship Holder with other education authorities in both the public and private sector and authorises the Department to produce this Deed of Agreement to those authorities to demonstrate the consent of the Sponsorship Holder to the Department requesting information be shared and to the other authorities providing information to the Department.

21. Any period of temporary appointment by the Sponsorship Holder, outside the Department, will not count as service for the purposes of calculating the continuous period of service referred to in Item 6 of the Schedule to this Deed of Agreement.

22. During the continuous period of service specified by Item 6 of the Schedule to this Deed of Agreement, the Sponsorship Holder may apply for a **temporary** appointment to a position within the Envisaged Appointment Area. However the Sponsorship Holder shall not accept any such offer of temporary appointment within the Envisaged appointment Area without obtaining prior approval from Director, People and Careers. The decision of the Director, People and Careers as to whether or not to approve a proposed temporary appointment shall be at his or her discretion, and shall be only if the delegate is satisfied that the proposed temporary appointment would meet the Department's recruitment objectives, and would not create a temporary vacancy which would, in the opinion of Director, People and Careers be difficult for the Department to fill.

If after satisfactory completion of the Program by the Sponsorship Holder a proposed temporary appointment is approved by the Director, People and Careers, then subsequent service by the Sponsorship Holder will be recognised as part of the continuous period of service specified by Item 6 of the Schedule to this Deed of Agreement.

Where the Sponsorship Holder:

(a) accepts or purports to accept an offer of temporary appointment that is not within the Envisaged Appointment Area; or

(b) accepts an offer of temporary appointment that is within the Envisaged Appointment Area without first obtaining the approval of Director, People and Careers, as required by this clause;

then the acceptance (or purported acceptance) of such temporary appointment shall amount to a breach of this Deed of Agreement by the Sponsorship Holder, and the Sponsorship Holder shall thereby become liable to repay to the Department a proportion of the sponsorship monies paid by the Department, calculated in accordance with clause 10 of this Deed of Agreement.

23. This Deed of Agreement is subject to the Sponsorship Holder, as and when so required or directed by the Department, satisfactorily completing a Declaration and Employment Screening Consent for all Employment with the Department and satisfying the Department's requirements with respect to a National Criminal History Check and a Working with Children Check to determine suitability for Public Sector employment and for working with children. The Sponsorship Holder further agrees to comply with any other current and future legislation and policies relating to Criminal Records Checks or Prohibited Employment and Child Related checks that are deemed appropriate by the Department. If the Sponsorship Holder does not receive a satisfactory clearance, this Deed of Agreement will be terminated immediately and all financial assistance paid by the Department under this Deed of Agreement must be repaid, without delay, by the Sponsorship Holder to the Department.

24. This Deed of Agreement is subject to the Sponsorship Holder's satisfactory completion of a pre-employment health declaration which includes provision of evidence of medical fitness for employment if the Sponsorship Holder is not currently a permanent employee of the Department. If the medical assessment establishes that the Sponsorship Holder is not fit to fulfil the training and/or employment requirements necessary to complete the Program or fulfil the terms of this Deed of Agreement, then the Agreement will be terminated immediately and all financial assistance paid to or on behalf of the Sponsorship Holder under this Deed of Agreement must then be repaid, without delay, by the Sponsorship Holder to the Department.

25. This Deed of Agreement is supplementary to the employment conditions as detailed in any applicable statute, award, agreement, determination or other industrial instrument or relevant to the Department's policy.

26. The Sponsorship Holder will accept an appointment (including changes to that appointment) nominated by the Department from time to time and serve for the continuous period referred to in Item 6 of the Schedule to this Deed of Agreement in an Envisaged Appointment Area position in a staffing area as determined by the Department as indicated in Item 7 of the Schedule.

27. Should the Sponsorship Holder be appointed to an Envisaged Appointment Area position that ceases to exist during the Period of Commitment, the Sponsorship Holder undertakes to serve the remainder of the Period of Commitment in a similar position, as identified by the Department, in accordance with general nominated

transfer procedures for teachers and the preferences indicated in clause 26 of this Deed of Agreement.

28. The Sponsorship Holder acknowledges that the receipt of financial assistance under this Deed of 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 Higher Education Loan Program (HELP), Medicare Levy and child support).

29. This Deed of 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.

30. The Sponsorship Holder may not assign his/her rights arising out of or under this Deed of Agreement.

31. The Sponsorship Holder will be provided with a copy of this Deed of Agreement. The original will be retained by the Department.

32. Any section of, or the application of any section of, this Deed of Agreement which is prohibited in any jurisdiction is ineffective in that jurisdiction only to the extent of the prohibition. Any section of, or the application of any section of, this Deed of Agreement which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of the remaining sections of the Deed of Agreement, in that or any other jurisdiction.

33. The Sponsorship Holder has had the opportunity to seek independent legal advice with respect to this Deed of Agreement.

34. Any variation of this Deed of Agreement must be in writing and signed by the parties.

35. This Deed of Agreement supersedes all previous agreements in respect of its subject matter and embodies the entire agreement between the parties.

36. The terms of this Deed of Agreement survive its termination to the extent permitted by law.

37. This Deed of Agreement shall be binding upon the Sponsorship Holder and his or her heirs, executors, administrators.

Signed for on behalf of the State of New South Wales by its NSW Department of Education delegate Ms Veronica Willmott, Manager, Employment Programs and Screening, 6 February 2017

THE SCHEDULE:

Item 1: Name and Detail of the person Sponsored (the Sponsorship Holder)

<Mailing Title>
<Home Address>
<Date of Birth>
<Email>

Item 2: Commencement of period of sponsorship

Semester 1, 2017 being the date of commencement of the Program at <University> as described in Item 3 of the Schedule.

Item 3: Educational Program being undertaken by Sponsorship Holder

A teacher education program involving a <Degree> (or such other academic courses as NSW Department of Education agrees to in writing from time to time) that will meet the NSW Department of Education's and the Board of Studies, Teaching and Educational Standards' academic requirements for teaching in the Envisaged Appointment Area(s) stated at Item 5 with a <Years of Scholarship> year sponsorship, at <University> (or such other University/tertiary institution as the NSW Department of Education agrees to in writing from time to time) to be completed by end <Expected Study Completion Date>.

Item 4: Financial Assistance to be provided by NSW Department of Education

- \$5,000 Training Allowance per academic year of full-time study (full-time study is equivalent to 8 or more subjects per year).
- \$3,000 one-off grant on appointment to a NSW school in the agreed location.

Item 5: Envisaged Appointment Area

Permanent, full-time <Subjects> teacher.

Item 6: Period of Commitment

Twelve (12) school terms of continuous service as a permanent, full-time <Subjects> teacher after satisfactory completion of the Program, as determined in Item 3 of the Schedule, and commencing on the first day of the Envisaged Appointment.

Item 7: Service Commitment Areas

Blacktown, Bondi, Campbelltown, Fairfield, Mount Druitt, Parramatta, Port Jackson, Ryde, Bathurst, Bourke, Dubbo, Moree, Orange, Wagga Wagga.