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 to 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 11). 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 and Training. The Deed of Agreement comes into effect only when NSW Department of Education and Training signs and dates it (refer to page 9 and clause 39). One copy will then be returned to you
5. you return the completed Deeds of Agreement to:
   (insert: Contact person)
   Position
   Retraining Unit
   Human Resources Directorate
   Locked Bag 3023
   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 and Training’s computerised staffing database. The other copy will be returned to you, the Sponsorship Holder.
NEW SOUTH WALES
DEPARTMENT OF EDUCATION AND TRAINING

DEED OF AGREEMENT

This Deed of Agreement is to be considered as dated the date on which New South Wales Department of Education and Training executes it (refer to page 11).

Between

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

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

BACKGROUND

DET, 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 DET to undertake a recognised teacher education training program as described in Item 2 of the Schedule (the Program).

2. DET has provided and/or will provide financial assistance, as described in Item 3 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 DET and must not defer any subjects during the course, obtain any extension or change of study without obtaining the prior written consent of DET;
   ii. satisfy DET recruitment procedures, including where applicable, undergoing a personal suitability interview and any relevant requirements under the Institute of Teachers Act 2004;
   iii. demonstrate proficiency in the English language at the times nominated and to a level nominated by DET if and when the Sponsorship Holder is so advised by DET;
   iv. accept appointments (including changes to those appointments) nominated by DET from time to time to the types of positions set out in Item 4 of the Schedule (Envisaged Appointment Area) with DET either during or on completion of the Program in the staffing areas specified in Item 6 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 7 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 DET 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 DET policies concerning child protection;
vi. following satisfactory completion of the Program, serve in the Envisaged Appointment Area position with DET for a continuous period of the number of school terms specified in Item 5 of the Schedule (the Period of Commitment) in the staffing areas specified in Item 6 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 7 of the Schedule, (it being acknowledged by the Sponsorship Holder and DET that the terms of this Deed of Agreement are to be read subject to any condition(s) set out in Item 7 of the Schedule).

4. The obligations under clause 3 are for the benefit of DET and do not create any obligations on the part of DET for the benefit of the Sponsorship Holder. DET 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 DET 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, DET does not guarantee that the Sponsorship Holder will be offered positions in the Envisaged Appointment Area under clause 3(iv) nor does DET 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 DET policies concerning child protection; and

iii. obtaining or to obtain (and has not applied for and will not apply for) 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 DET; 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 a satisfactory medical assessment. If the medical assessment establishes that the Sponsorship Holder is not fit, at any time and from time to time, to meet the training and/or employment requirements as envisaged by this Deed of Agreement, then this Deed of Agreement will be terminated immediately. All financial assistance paid to the Sponsorship Holder under this Deed of Agreement must then be repaid by the Sponsorship Holder to DET as provided in clauses 6 and 7.

6. Where the Sponsorship Holder is not a permanent employee of DET prior to the date that the Sponsorship Holder signs this Deed of Agreement to undertake the Program, the Sponsorship Holder acknowledges that DET, 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 DET 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 DET; or
iv. refuses to undertake a personal suitability interview or fails, to the satisfaction of DET, 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 DET 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 DET or accepts a position which has been advertised for filling through a merit selection process; 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";
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 DET, pay, without delay, to DET, an amount equal to the financial assistance paid to the Sponsorship Holder by DET 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. This payment will not be required if evidence, complying with clause 8 and satisfactory to DET, is provided by the Sponsorship Holder that the failure, withdrawal or refusal occurred because of injury or illness which occurred or first arose after the date of this Deed of Agreement unless such injury or illness or cause thereof was known to exist or its existence was reasonably foreseeable at the time of entering this Deed of Agreement.

7. Where the Sponsorship Holder is a permanent employee of DET prior to the date that the Sponsorship Holder signs this Deed of Agreement to undertake the Program, the Sponsorship Holder acknowledges that DET, 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 DET 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 DET 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 DET or accepts a position which has been advertised for filling through a merit selection process; or

Sponsorship Holder signature ______________________  Witness signature ______________________
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”;

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 DET, an amount equal to the financial assistance paid to the Sponsorship Holder by DET 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. This payment will not be required if evidence, complying with clause 8 and satisfactory to DET, is provided by the Sponsorship Holder that the failure, withdrawal or refusal occurred because of injury or illness which occurred or first arose after the date of this Deed of Agreement unless such injury or illness or cause thereof was known to exist or its existence was reasonably foreseeable at the time of entering this Deed of Agreement.

8. Where a Sponsorship Holder seeks to rely on an illness or injury to establish that repayment to DET under any of clauses 5, 6, 7 or 11 is not due and payable, the Sponsorship Holder must, prior to ceasing to complete training or prior to ceasing to fulfil the duties involved in an Envisaged Appointment Area position, provide to DET medical evidence, satisfactory to DET, in support of the alleged illness or injury. Additionally, to assist DET in forming DET’s view as to whether the circumstances justify exempting the Sponsorship Holder from the obligation to repay the financial assistance paid to the Sponsorship Holder by DET under this Deed of Agreement, the Sponsorship Holder must, if required by DET:

i. undergo a medical assessment by a recognised doctor/medical specialist chosen by and at DET’s discretion, such as from HealthQuest;

ii. provide such further or other information or medical opinion as DET may request.

9. 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 4 of the Schedule.

10. 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 DET policy as set out in the Teachers Handbook as issued from time to time by DET.
11. 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 DET from time to time because of:

i. the Sponsorship Holder’s ceasing employment in an Envisaged Appointment Area position other than by DET 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 DET’s Education Teaching Service, being annulled under Section 48 of the Teaching Service Act 1980, and a determination being made under Section 48; or

iv. the Sponsorship Holder, during the Period of Commitment, obtaining promotion outside the Key Learning Area relevant to the Sponsorship Holder (as noted in Item 4 of the Schedule),

then the Sponsorship Holder will pay, without delay, to DET, an amount equal to the financial assistance paid by DET 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 11 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), DET 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:

v. 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

vi. 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.

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

13. DET 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 DET an amount equal to the financial assistance paid to the Sponsorship Holder by DET 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.

14. Nothing in this Deed of Agreement shall be interpreted as affecting any right or power of DET 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.

15. The rights and obligations of DET will be exercised by the Director-General of DET or his/her delegate.
16. 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 DET in writing. A notice will be deemed to have been received by the Sponsorship Holder on the third business day after posting.

17. The acceptance by the Director-General of DET of any resignation or retirement by the Sponsorship Holder does not affect the rights of DET under this Deed of Agreement.

18. For the period of the Period of Commitment:

18.1 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 DET.

18.2 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.

18.3 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.

18.4 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.

18.5 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.

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

18.7 Service with the 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.

19. Where:

a. the Sponsorship Holder is or becomes an employee of DET; and

b. incurs a liability pursuant to this Deed of Agreement to repay financial assistance paid to the Sponsorship Holder by the DET (“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 DET by the Sponsorship Holder;

then the Sponsorship Holder agrees to DET (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 DET. 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.
20. The Sponsorship Holder must provide copies of his or her higher educational institution results to DET 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 DET 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 DET to produce this Deed of Agreement to the higher education institution to demonstrate the consent of the Sponsorship Holder to DET requesting information and to the higher education institution providing information to DET.

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

22. Any period of temporary appointment by the Sponsorship Holder, outside DET, will not count as service for the purposes of calculating the continuous period of service referred to in Item 5 of the Schedule to this Deed of Agreement.

23. The Sponsorship Holder may accept promotion or temporary appointment within the Envisaged Appointment Area in DET. Such promotion or temporary appointment will, if after satisfactory completion of the Program by the Sponsorship Holder, count towards the continuous period of service specified by Item 5 of the Schedule to this Deed of Agreement. Whether or not and to what extent a promotion or temporary appointment is within the Envisaged Appointment Area will be exclusively determined by DET.

24. This Deed of Agreement is subject to the Sponsorship Holder, as and when so required or directed by DET, satisfactorily completing a Prohibited Employment Declaration and satisfying DET’s requirements with respect to a Working with Children Check following completion of the Consent to Employment Screening form if he/she is not currently a permanent or casual employee of DET. 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 DET. If the Sponsorship Holder does not receive a satisfactory check, this Deed of Agreement will be terminated immediately and all financial assistance paid by DET under this Deed of Agreement must be repaid, without delay, by the Sponsorship Holder to DET.

25. This Deed of Agreement is subject to the Sponsorship Holder’s satisfactory medical assessment if the Sponsorship Holder is not currently a permanent employee of DET. If the medical assessment establishes that the Sponsorship Holder is not fit to meet 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 the Sponsorship Holder under this Deed of Agreement must then be repaid, without delay, by the Sponsorship Holder to DET.

26. 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 DET policy.

27. The Sponsorship Holder will accept an appointment (including changes to that appointment) nominated by DET from time to time and serve for the continuous period referred to in Item 5 of the Schedule to this Deed of Agreement in an Envisaged Appointment Area position in a staffing area as determined by DET as indicated in Item 6 of the Schedule.
28. 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 DET, in accordance with general nominated transfer procedures for teachers and the preferences indicated in clause 27 of this Deed of Agreement.

29. 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 HECS, Medicare Levy and child support).

30. 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.

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

32. The Sponsorship Holder will be provided with a copy of this Deed of Agreement. The original will be retained by DET.

33. 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.

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

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

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

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

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

39. This Deed of Agreement comes into effect on and from the date on which it is executed by DET (refer to page 11) and this Deed of Agreement is to be considered as dated the date of execution by DET.
THE SCHEDULE

Item 1: Name and Detail of the person Sponsored (the Sponsorship Holder)
«Title» «First_Name» «Middle_Name» «Surname»
«Home_Address» «Suburb» «Postcode»
ID No: «DET_Serial_No»

Item 2: Educational Program being undertaken by Sponsorship Holder
Four (4) years 2009 School Counsellor Pre-Service (Double Degree) Graduate Retraining Program to be completed by the end of Term 4, 2012 requiring:
1. eight (8) school terms in a teaching position followed by
2. two (2) years of part-time study for the 2011 Part-time School Counsellor Retraining Program to be completed by the end of 2012. Teachers will work as counsellors-in-training and be:
   • appointed to a temporary position
   • released from school for two study days per week.

Item 3: Financial Assistance to be provided by DET
• full-time teacher salary and Superannuation Guarantee Contribution for two days per week during two years of part-time study
• a one-off general purpose allowance of up to $1,000
• payment of university course fees associated with retraining (approximately $30,000)
• reimbursement of approved travel, meals and accommodation to attend compulsory orientation sessions and university residential, where applicable (approximately $5,000)
• up to fifteen (25) days of relief to attend compulsory university sessions and orientation sessions (approximately $7,500).

Item 4: Envisaged Appointment Area
Permanent, full-time school counsellor.

Item 5: Period of Commitment
Up to eight (8) school terms (dependent on Service Commitment Areas nominated) of continuous service as a permanent, full-time school counsellor after satisfactory completion of the Program, as determined in Item 2 of the Schedule, and commencing on the first day of an appointment to a position in the Envisaged Appointment Area.

Item 6: Service Commitment Areas

<table>
<thead>
<tr>
<th>Rural staffing areas</th>
<th>Deniliquin (313)</th>
<th>Muswellbrook (325)</th>
</tr>
</thead>
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<tr>
<td>Albury (301)</td>
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<td></td>
</tr>
<tr>
<td>Armidale (302)</td>
<td>Dubbo (314)</td>
<td>Orange (328)</td>
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<tr>
<td>Bathurst (305)</td>
<td>Griffith (317)</td>
<td>Tamworth (338)</td>
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<tr>
<td>Bourke (308)</td>
<td>Maitland (322)</td>
<td>Wagga Wagga (341)</td>
</tr>
<tr>
<td>Broken Hill (309)</td>
<td>Moree (323)</td>
<td></td>
</tr>
</tbody>
</table>

Item 7: Special Conditions
All provisions of this Deed of Agreement are to be read as if and subject to the Sponsorship Holder acknowledging, by this special condition, that appointment to a centre school in one of the Service Commitment Areas specified in Item 6 may necessitate caseload school/s being in a neighbouring staffing area.
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
and Training, by its authorised officer:

___________________________  ) ________________________________
Signature of Authorised Officer  Name of Authorised Officer

two thousand and _________
Date of execution by New South Wales
Department of Education and Training

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