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. One copy will then be returned to you.
5. you return the completed Deeds of Agreement to:

(insert: Contact person)
Position
Retraining Unit
Staffing Services 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 commences on the date in Item 2 of the Schedule to the Deed of Agreement (refer to page 10).

Between

The State of New South Wales by its New South Wales Department of Education and Training (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 Institute of Teachers 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 Director-General 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 Director-General 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 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, to provide the Department with any information and 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. The Sponsorship Holder may accept promotion or temporary appointment within the Envisaged Appointment Area in the Department. 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 6 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 the Department.

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 NSW Department of Education and Training 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 HECS, 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.
THE SCHEDULE

| Item 1: Name and Detail of the person Sponsored (the Sponsorship Holder) |
| «Title» «First_Name» «Middle_Name» «Surname» |
| Current DET Employment Status: <Perm/Temp> |

| Item 2: Commencement of period of sponsorship |
| 28 January 2011 |

| Item 3: Educational Program being undertaken by Sponsorship Holder |
| Two years 2011 Full-time School Counsellor Retraining Program requiring: |
| • one year of full-time study which includes practicum, to be completed by the end of term 4, 2011 |
| • one year of part-time study to be completed by the end of term 4, 2012. |

| Item 4: Financial Assistance to be provided by DET |
| • payment equivalent to a full-time teacher’s salary and Superannuation Guarantee Contribution for the one year of the full-time study during 2011 |
| • a one off $300 general purpose allowance |
| • payment of university course fees associated with training (approximately $30,000) |
| • up to 10 days of payments to complete compulsory program requirements during one year of part-time study (approximately $3,500) |
| • reimbursement of approved travel, meal and accommodation costs for attendance at compulsory non-metropolitan intensive schools, if applicable (approximately $1,500). |

| Item 5: Envisaged Appointment Area |
| Permanent, full-time school counsellor. |

| Item 6: Period of Commitment |
| Four (4) school terms of continuous service as a permanent, full-time school counsellor if appointed to a Group 1 staffing area or eight (8) school terms of continuous service if appointed to a Group 2 or Group 3 staffing area, as specified in Item 7, after satisfactory completion of the Program, as determined in Item 3 of the Schedule, and commencing on the first day of an appointment to a position in the Envisaged Appointment Area. |

| Item 7: Service Commitment Areas |
| Group 1: non-metropolitan staffing areas |
| □ Albury (301) □ Deniliquin (313) □ Moree (323) |
| □ Bourke (308) □ Dubbo (314) |
| □ Broken Hill (309) □ Griffith (317) |
| Group 2: non-metropolitan staffing areas |
| □ Armidale (302) Tamworth (338) □ Maitland (322) □ Orange (328) |
| □ Bathurst (305) □ Muswellbrook (325) |
| Group 3: Metropolitan staffing areas |
| □ Bankstown (303) □ Fairfield (315) □ Parramatta (329) |
| □ Blacktown (306) □ Granville (316) □ Windsor (342) |
| □ Campbelltown (310) □ Liverpool (321) |
| □ Central Coast (311) □ Mount Druitt (324) |

| Item 8: 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 7, 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
day of _____________________
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