TEACHER EDUCATION SCHOLARSHIP PROGRAM
Information Package

1 to 5 Year Scholarship
Aboriginal people or Torres Strait Islanders

2010
CONTENTS

Introduction ........................................................................................................................................... 3
Eligibility Criteria ................................................................................................................................. 3
Support ................................................................................................................................................ 4
Taxation Implications ......................................................................................................................... 5
Selection Process ................................................................................................................................ 6
Application Process ............................................................................................................................. 8

APPENDICES

1 Identification Required by Applicants

2 Sample Deed of Agreement
INTRODUCTION

Thank you for expressing interest in the Teacher Education Scholarship Program.

The NSW Department of Education and Training is offering a number of scholarships for Aboriginal people or Torres Strait Islanders to commence or continue study in an initial teacher education program in 2011. Scholarships can be from one semester to five years in length.

The scholarship will provide support for Aboriginal or Torres Strait Islander students who wish to be employed as primary teachers or in any secondary teaching area, including priority areas of secondary mathematics, science (particularly physics), English (particularly in combination with drama or history), or *special education in NSW public schools.

The following information is provided to assist you in completing your application.

ELIGIBILITY CRITERIA

You are eligible for admission to the scholarship program if you are an Aboriginal person or Torres Strait Islander who completed secondary schooling prior to 2010, and are entering or continuing in a tertiary program in 2011, through a recognised Australian higher education institution, leading to an initial teacher education qualification. *Applicants for special education scholarships must also graduate with qualifications in either primary teaching or in a secondary teaching subject.

The teacher education scholarship of up to five years duration will support:

- teacher education students to commence, or complete up to five years of, an initial teacher education program such as a Bachelor of Education or a double degree teacher education program; or
- graduates with an appropriate degree to complete an initial postgraduate teacher education program such as a Graduate Diploma in Education, graduate entry Bachelor of Teaching or Master of Teaching program; or
- current university students to complete their undergraduate degree plus a post graduate teacher education program such as a Graduate Diploma in Education, graduate entry Bachelor of Teaching or Master of Teaching program.

Information on the undergraduate degree subject content requirements for entry into a graduate entry teacher training program and a list of approved initial teacher education programs for NSW and ACT is available from the NSW Institute of Teachers website at http://www.nswteachers.nsw.edu.au/Teaching-in-NSW.html.

Successful applicants will be required to sign a Deed of Agreement with the Department committing them to:

- successfully completing the teacher education program and meeting the Department’s recruitment requirements and NSW Institute of Teachers accreditation requirements
- accepting a teaching appointment to a NSW public school in an agreed location
- remaining in a permanent full-time teaching appointment for a minimum period of three years.
Please refer to the Department’s website at http://www.schools.nsw.edu.au/schoolfind/locator/ for details of primary, secondary and central schools and state map. You can also view our public schools by School Staffing Areas at: https://www.det.nsw.edu.au/media/downloads/employment/promotion/schstaffingareas.xls

**SUPPORT**

If you are selected for one of the scholarships, the Department will:

- provide a training allowance of $5,000 for each year of the scholarship based on a full course load of eight or more subjects; and
- guarantee employment as a teacher (which initially may be above establishment*) in a NSW public school upon successful completion of the program, meeting the Department’s recruitment requirements and meeting the NSW Institute of Teachers requirements; and
- provide a one-off grant of $3,000 on appointment to a NSW public school.

*You may be appointed initially as a permanent teacher to a temporary position in a school in one of your agreed locations until a suitable substantive vacancy arises.

In addition, graduating teacher education students may receive further benefits from the Australian Government in the form of a HECS-HELP benefit of up to $1,558.50 each financial year.

Further information about the Australian Government’s HECS-HELP benefit is available at [http://www.goingtouni.gov.au/Main/Quickfind/PayingForYourStudiesHELPLoans/HECSHELPBenefit.htm](http://www.goingtouni.gov.au/Main/Quickfind/PayingForYourStudiesHELPLoans/HECSHELPBenefit.htm)

Currently the minimum starting salary for a four year trained teacher commencing 1 January 2011 is $56,829 per annum.

As a teacher in the NSW public school system, you will have access to a range of training and development opportunities offered by the Department. You will also have access to generous leave entitlements and support structures which will assist you in your role as a teacher.

There is a wide range of promotion opportunities both in schools and across the Department. Teachers can apply for positions in a variety of specialist and management positions within regional offices and state office directorates.


**TAXATION IMPLICATIONS**

It is important that you understand the effect of the scholarship program in relation to Commonwealth taxation matters.
The scholarship which you receive from the Department will include payment of a training allowance and a one-off grant. These items may have an impact on Centrelink benefits and taxation matters in accordance with your own personal circumstances.

You are required to include the training allowance and one-off grant as assessable income in your annual income tax return. Your actual liability for tax will depend on your total earnings and other personal circumstances.

When completing your Tax File Number Declaration form please be aware that if you claim the tax-free threshold with the Department, tax will not be deducted at point of payment of the training allowance. If you cannot claim the tax free threshold because you have already claimed it with another employer, or you choose not to claim the tax-free threshold with the Department, or you fail to provide your Tax File Number Declaration form by the due date, tax will be deducted at point of payment at a rate of 31.5 per cent.

For further information:

- If you are, or will be in receipt of any Commonwealth benefits such as Abstudy, you are advised to contact your local Centrelink office about any impact the training allowance and one-off grant may have.
- A fact sheet is available from the Australian Taxation Office on likely impacts and thresholds.
- If you require specific taxation advice based on your own personal circumstances, you should contact the Australian Taxation Office.

**SELECTION PROCESS**

If you satisfy the entry requirements for admission to the scholarship program and you are deemed suitable for sponsorship, you will be called to an interview in the week commencing 15 November 2010.

Your face-to-face interview will be conducted in Sydney at Blacktown State Office, 22 Main Street, Blacktown. A video conference interview may be possible for remotely located or interstate applicants.

The offer of sponsorship is dependent on you:

- being accepted into an appropriate teacher education or program at a recognised Australian higher education institution
- your response to questions relating to teaching at interview
- satisfying a *Working with Children Check*
- entering into a Deed of Agreement.

**Working with Children Check**

The Department requires all employees to consent to several screening processes to be undertaken to check suitability for working with children. The Working with Children Check involves:
• a national criminal records check (for child-related and/or other offences)

• a check for relevant Apprehended Violence Orders

• checks for completed relevant disciplinary proceedings involving child abuse, sexual misconduct and acts of violence which involve children, are directed at children or take place in the presence of children.

**The timeline for completion of the selection process is as follows:**

<table>
<thead>
<tr>
<th>Date Range</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>8 October 2010</td>
<td>Final date for receipt of applications. Please ensure all documentation is attached. Failure to submit all documentation may result in your application not being considered.</td>
</tr>
<tr>
<td>25 October – 12 November 2010</td>
<td>Short-listed applicants contacted and invited to interview. Please ensure that you can be contacted by email and telephone during this period. Please notify us of any changes to your contact details since submitting your application.</td>
</tr>
<tr>
<td>15 November – 10 December 2010</td>
<td>Selection interviews. Interviews will be conducted at Blacktown State Office, 22 Main Street, Blacktown. A video conference interview may be available for remotely located or interstate applicants.</td>
</tr>
<tr>
<td>13 December 2010</td>
<td>Offers to successful applicants commence. Offers of scholarships are for entry to university in 2011. Acceptance of offers cannot be deferred. Offers are subject to acceptance into an appropriate teacher education program.</td>
</tr>
</tbody>
</table>

**Deed of Agreement**

Scholarship holders are required to sign a Deed of Agreement that outlines the responsibilities of both parties to the agreement and specifies the duration and area of the service commitment.

The Deed of Agreement is a legally binding agreement between yourself and the Department. It is important to examine the terms of the Deed of Agreement closely. A sample Deed of Agreement is attached at **Appendix 2** for your information.

**Appointment as a teacher after training**

During your final year of study, you will be required to fulfil the Department’s recruitment requirements under the Graduate Recruitment Program and apply for a Statement of Eligibility for accreditation as a new scheme teacher * with the NSW Institute of Teachers.

Your employment as a teacher is dependent on you:

• completing all university requirements of your teacher education program satisfactorily within the agreed timeframe

• meeting academic requirements for eligibility for accreditation at provisional level with the NSW Institute of Teachers

• being deemed personally suitable for teaching at interview

• accepting a permanent full-time (substantive or above establishment) appointment as a teacher as stated in the Deed of Agreement
• satisfying a *Working with Children Check*.

*Teachers who are first employed during or after term four 2004, or who are returning to teaching during or after term four 2004 after a break of five years or more, will be considered new scheme teachers under the *Institute of Teachers Act 2004*. From 1 January 2005, in order to be employed as a teacher in NSW, new scheme teachers need to meet NSW Institute of Teachers accreditation requirements, including payment of an annual fee. Information on the NSW Institute of Teachers is available at [www.nswteachers.nsw.edu.au](http://www.nswteachers.nsw.edu.au).

**APPLICATION PROCESS**

To apply for a scholarship, you will need to:

- apply through the appropriate state’s university or tertiary admissions centre to enter an appropriate teacher education program in 2011 (if applicable)
- complete all sections of the scholarship application form including the *Declaration and Employment Screening Consent* form
- enclose evidence of your identity as described on *Appendix 1 Identification required by applicants*
- include **CERTIFIED** copies of relevant documents with your application
- ensure all relevant items listed on the application check list have been submitted
- forward your application together with the above documents to the Teacher Education Scholarship Program, Locked Bag 3020, Blacktown NSW 2148 by the closing date.

**CLOSING DATE**

**FOR THE RECEIPT OF APPLICATIONS AND SUPPORTING DOCUMENTATION UNDER THE TEACHER EDUCATION SCHOLARSHIP PROGRAM 2011:**

8 OCTOBER 2010

If you have further questions concerning the application form or application process, please contact the Teacher Education Scholarship team by:

- telephone on 1300 301 435 Monday to Friday between 8.30am and 4.30pm
- or email at scholarships@det.nsw.edu.au

This information is also provided on the Department’s website at: [www.teach.nsw.edu.au/scholarships](http://www.teach.nsw.edu.au/scholarships)
Appendix 1  IDENTIFICATION REQUIRED BY APPLICANTS

Appropriate documentation must be provided to support your identity. The following lists set out the value of each acceptable document according to the 100 point check:

70 points

Your name to be verified from one of the following (more than one document from this list cannot be counted):

• Birth Certificate
• Birth Card issued by the NSW Registry of Births, Deaths and Marriages
• Citizenship Certificate
• Current Australian passport
• Expired Australian passport which has not been cancelled and was current within the preceding two years
• Current passport from another country or diplomatic documents.

40 points

Your name and signature to be verified from one of the following (more than one document can be counted):

• Current driver photo licence issued by an Australian state or territory
• Identification card issued to a public employee
• Identification card issued by the Australian or any state government as evidence of a person's entitlement to a financial benefit
• Identification card issued to a student at a tertiary education institution.

35 points

Your name and address to be verified from any of the following (more than one document can be counted):

• Document held by a cash dealer giving security over property
• A mortgage or other instrument of security held by a financial body
• Land rates notice
• Document from current employer or previous employer within the last two years
• Land Titles Office record
• Document from the Credit Reference Association of Australia.

25 points

Your name verified from any of the following (more than one document can be counted):

• Current credit card or account card from a bank, building society or credit union
• Local council rates notices
• Current telephone, water, gas or electricity bill
• Foreign driver's licence
• Medicare Card
• Electoral roll compiled by the Australian Electoral Commission
• Lease/rent agreement
• Current rent receipt from a licensed real estate agent
• Records of a primary, secondary, or tertiary educational institution attended by the applicant within the last ten years
• Records of a professional or trade association of which the applicant is a member.

All documents must be originals or certified copies* of the originals. At least one of the documents should show your signature and your current address.

Please note you will also need to provide any details of change of name or special visa requirements.

*A certified copy is a photocopy which has been declared by a Justice of the Peace, solicitor or Department of Education and Training officer to be an exact copy of the original. The suitable wording for certification of the copy would be "I certify this is a true and unaltered copy of the original". The certification statement is written on the copy and then signed by the officer verifying the certification, printing their name and position.
DEED OF AGREEMENT

Teacher Education Scholarship Program
2011

(Insert Sponsorship Holder’s name)
(Sponsorship Holder)

Instructions for completing this Deed of Agreement

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

1. your name and address in Item 1 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:

   Teacher Education Scholarship Program
   Locked Bag 3020
   BLACKTOWN NSW 2148

One copy of the Deed of Agreement, when executed, will be attached to your personnel file and your service commitment will be indicated on the New South Wales Department of Education 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";

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:

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.

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.
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, 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. 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)
«Mailing_Title»
«Home_Address_1»
«Home_Address_2»
ID No: «PTR_TRIM_reference»

Item 2: Commencement of period of sponsorship
Semester 1, 2011 being the date of commencement of the Program at the «Anticipated_University» as described in Item 3 of the Schedule.

Item 3: Educational Program being undertaken by Sponsorship Holder
A teacher education program involving a «Anticipated_Degree» (or such other academic courses as NSW DET agrees to in writing from time to time) with a «Yrs_of_Scholship» year sponsorship, at the «Anticipated_University» (or such other University/tertiary institution as NSW DET agrees to in writing from time to time) to be completed by the end of «Expected_Study_Completion_Date».

Item 4: Financial Assistance to be provided by NSW DET
• $5000.00 Training Allowance per year of full-time study (full-time study is equivalent to 8 or more subjects per year).
• $3000.00 one-off grant on appointment to a NSW school in a geographic area of need.

Item 5: Envisaged Appointment Area
Permanent, full-time «Main_Teaching_Subject» «Additional_Teaching_Subjects» teacher

Item 6: Period of Commitment
Twelve (12) school terms of continuous service as a permanent, full-time «Main_Teaching_Subject» «Additional_Teaching_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
☐ Anywhere in the State
☐ School areas:

☐ Albury (301) ☐ Granville (316) ☐ Penrith (330)
☐ Armidale (302) ☐ Griffith (317) ☐ Port Jackson (331)
☐ Bankstown (303) ☐ Hornsby (318) ☐ Port Macquarie (332)
☐ Batemans Bay (304) ☐ Lake Macquarie (319) ☐ Queanbeyan (333)
☐ Bathurst (305) ☐ Lismore (320) ☐ Ryde (334)
☐ Blacktown (306) ☐ Liverpool (321) ☐ Shellharbour (335)
☐ Bondi (307) ☐ Maitland (322) ☐ St George (336)
☐ Bourke (308) ☐ Moree (323) ☐ Sutherland (337)
☐ Broken Hill (309) ☐ Mount Druitt (324) ☐ Tamworth (338)
☐ Campbelltown (310) ☐ Muswellbrook (325) ☐ Taree (339)
☐ Central Coast (311) ☐ Newcastle (326) ☐ Tweed Heads/Ballina (340)
☐ Clarence/Coffs Harbour (312) ☐ Northern Beaches (327) ☐ Wagga Wagga (341)
☐ Deniliquin (313) ☐ Orange (328) ☐ Windsor (342)
☐ Dubbo (314) ☐ Parramatta (329) ☐ Wollongong (343)
☐ Fairfield (315)

Item 8: Special Conditions
Nil
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

________________________
Name of Authorised Officer

________________________
Title of Authorised Officer

in the presence of:

________________________
Signature of Witness

________________________
Name of Witness

________________________
Address of Witness

For official use only

Service commitment verified correct:

Signed ___________________________ Date ___________________________

Program Manager

Sponsorship Holder signature ____________________ Witness signature __________