TEACHER EDUCATION SCHOLARSHIP PROGRAM
Information Package
HSC students in schools and TAFE NSW
2009
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INTRODUCTION

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

The NSW Department of Education and Training (NSW DET) is offering a number of scholarships for students to commence study in 2009 in a secondary teacher education program.

The scholarship will provide support for students who wish to be employed as secondary teachers of mathematics, science (particularly physics), English (particularly in combination with drama or history) or technological and applied studies (TAS*) in NSW public schools in western and south western Sydney and non-coastal rural areas of NSW.

* TAS includes such subjects as agriculture, computing studies, design and technology, engineering studies, food technology, industrial technology, and textiles and design.

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 Australian citizen or have permanent residency status and are entering a tertiary program in 2009, through a NSW or ACT higher education institution, or an appropriate teacher education course at La Trobe University (Albury-Wodonga Campus), Bond University and Griffith University (Gold Coast Campus), leading to a recognised secondary teacher education qualification in at least one of the specified teaching areas.

The teacher education scholarship will support outstanding 2008 HSC candidates for up to five years of a secondary teacher education program.

Information on the eligibility requirements for employment and accreditation as a teacher in NSW schools, including current approved initial teacher education programs, is available from the NSW Institute of Teachers website on http://www.nswteachers.nsw.edu.au/Teaching-in-NSW.html.

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

- successfully completing the secondary teacher education program and meeting NSW DET recruitment requirements
- accepting a teaching appointment to a school in an area of staffing need in the Sydney metropolitan area (western and south western Sydney) or rural NSW (non-coastal rural areas)
- remaining in a permanent full-time teaching appointment for a minimum period of three years.

Please refer to the NSW DET’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, NSW DET will:

- meet the annual cost of your Higher Education Contribution Scheme (HECS) / Higher Education Loan Program (HELP) fees for the period of the scholarship for units successfully completed towards a teacher education qualification;
- provide a training allowance towards the cost of textbooks and incidentals. The allowance is $1500 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 in a geographic area of need upon successful completion of the program and meeting NSW DET recruitment requirements.

Currently the minimum starting salary for a four year trained teacher is $50,522 per annum. Applicants may be eligible for a higher starting salary due to, for example, teaching experience or child rearing.

As a teacher in the NSW public school system, you will have access to a range of training and development opportunities offered by NSW DET. 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 NSW DET. Teachers can apply for positions in a variety of specialist and management positions within regional offices and state office directorates.


*You may be placed initially in a position in a school other than the one to which you are substantively appointed, until a suitable vacancy arises.

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 NSW DET will include payment of your HECS/HELP fees and a training allowance. These items may have an impact on Centrelink benefits and certain taxation matters in accordance with your own personal circumstances.

**HECS/HELP Fees:** in meeting the annual cost of your HECS/HELP liability, NSW DET will also be liable for fringe benefits tax. For scholarship holders this will mean that a Reportable Fringe Benefits Amount (RFBA) will be reported on a Payment Summary (Group Certificate), even if you are not earning income at the time.
Reportable Fringe Benefit Amount: you do not have an income tax or fringe benefits tax liability because of the RFBA. However, the amount is used to assess eligibility for other Commonwealth obligations such as the Medicare levy surcharge and child support.

Centrelink Impact: in 2004, the Commonwealth Government announced that payment of tuition fees on behalf of students will no longer be assessed as income under Social Security and Veterans’ Affairs income tests. This concession is limited to specific Commonwealth benefits including Austudy and Abstudy. It does not extend to obligations such as child support.

Training Allowance: you are required to include the training allowance as assessable income in your annual income tax return. Your actual liability for tax will depend on your total earnings and other personal circumstances.

For further information:

- If you are, or will be in receipt of any Commonwealth benefits such as Austudy, you are advised to contact your local Centrelink office about any impact the training allowance 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 17 November 2008.

Your face-to-face interview will be conducted in Sydney at Blacktown State Office, 22 Main Street, Blacktown.

The offer of sponsorship is dependent on you:

- being accepted into an appropriate secondary teacher education program at any NSW or ACT higher education institution
- your response to questions relating to teaching at interview
- satisfying a Working with Children Check
- being an Australian citizen or having permanent residency status
- entering into a Deed of Agreement.
Working with Children Check

NSW DET 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</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 October 2008</td>
<td>Final date for receipt of applications</td>
</tr>
<tr>
<td></td>
<td>Please ensure all documentation is attached. Failure to submit all documentation may result in your application not being considered.</td>
</tr>
<tr>
<td>3 - 14 November 2008</td>
<td>Short-listed applicants contacted and invited to interview</td>
</tr>
<tr>
<td></td>
<td>Please ensure that you can be contacted by telephone and email through the details you supplied on the application form.</td>
</tr>
<tr>
<td>17 November – 5 December 2008</td>
<td>Selection interviews</td>
</tr>
<tr>
<td></td>
<td>Interviews will be conducted at Blacktown State Office, 22 Main Street, Blacktown.</td>
</tr>
<tr>
<td>15 December 2008</td>
<td>Offers to successful applicants commence</td>
</tr>
<tr>
<td></td>
<td>Offers of scholarships are for the 2009 scholarship program only. 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 NSW DET. 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 the final year of study, you will be required to fulfil NSW DET’s recruitment requirements under the Graduate Recruitment Program.

Your employment as a teacher is dependent on you:

• completing all university requirements of your teacher education program satisfactorily consistent with NSW Government policy (Premier’s Department Circular 2004-03): Any person who falsifies their record of academic and/or professional qualifications to gain employment may be dismissed and/or prosecuted
• being deemed personally suitable for teaching at interview
• accepting a permanent full-time (substantive or above establishment) appointment as a secondary teacher as stated in the Deed of Agreement

• satisfying a *Working with Children Check*.

**NOTE:** 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 Universities Admission Centre (UAC)* to enter an appropriate teacher education program in 2009 (if applicable)

• complete all sections of the scholarship application form including the following forms:
  • *Prohibited Employment Declaration*
  • *Consent to Employment Screening*

• enclose evidence of your identity as described on **Appendix 1 Identification required by applicants**

• attach **CERTIFIED** copies of relevant documents to 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.

*You will need to apply through UAC for an undergraduate degree course at any NSW or ACT university. The closing date for degrees commencing in 2009 is Tuesday 30 September 2008. A late fee plus a processing charge will apply after 30 September 2008.*

If you require further information, please contact UAC on (02) 9752 0200 or [www.uac.edu.au](http://www.uac.edu.au).
If you have further questions concerning the application form or application process, please contact the Teacher Education Scholarship Information Line on:

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

This information is also provided on the NSW DET’s teach.NSW website at:

www.teach.nsw.edu.au
IDENTIFICATION REQUIRED BY APPLICANTS

Documentation must be provided to support your identity. To ensure that you identify yourself appropriately, choose one document from list 1 and one document from list 2.

List 1

One document is required for identification from the following:

- full birth certificate (showing parental details)
- an Australian passport or Document of Identity issued by the Australian Passport Office that is current or has expired no more than two years previously
- a current overseas passport
- an Australian naturalisation or citizenship document or immigration papers issued by the Commonwealth Department of Immigration and Citizenship
- a current consular photo identity card issued by the Australian Department of Foreign Affairs and Trade.

List 2

One document is required for identification from the following:

- current driver photo licence issued within Australia
- a current Medicare card, Pensioner Concession Card, Department of Veterans’ Affairs entitlement card or any other current entitlement card issued by the Commonwealth Government
- a current credit card, or account card from a bank, building society or credit union, or a passbook account or account statement up to one year old
- a telephone, gas or electricity bill up to one year old
- a water rates notice, council rates or land valuation notice up to two years old
- an electoral enrolment card or other evidence of enrolment up to two years old
- an armed services discharge document up to two years old
- a current student identity card, or a certificate or statement of enrolment up to two years old from an educational institution.

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

Where it is not possible for you to provide a document from both lists, consideration may be given to alternative proof of identification methods such as a tax file number, reference from a person of appropriate standing in the community or other acceptable documentation.

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 NSW Department of Education and Training officer to be an exact copy of the original.
DEED OF AGREEMENT

Teacher Education Scholarship Program
2009

«Mailing_Title»
(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:

Paul Ranieri
R/Coordinator
Teacher Recruitment Programs
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 (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 3 of the Schedule (the Program).

2. DET 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 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 5 of the Schedule (Envisaged Appointment Area) with DET 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 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 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 DET 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 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 5 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 5 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 6 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 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 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 6 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 7 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.
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, 2009 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
- Payment of Student Contribution Amount under your Commonwealth Supported Place associated with your training.
- $1500.00 Training Allowance per year of full-time study (full-time study is equivalent to 8 or more subjects per year).

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

**Item 6:** Period of Commitment
Twelve (12) school terms of continuous service as a permanent, full-time «Main_Teaching_Subject» «Additional_Teaching_Subjects» secondary 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
- Metropolitan priority areas
  - Bankstown (303)
  - Blacktown (306)
  - Campbelltown (310)
- Central Coast (311)
- Fairfield (315)
- Granville (316)
- Liverpool (321)
- Mount Druitt (324)
- Non-coastal rural priority areas
  - Albury (301)
  - Armidale (302)
  - Bathurst (305)
  - Bourke (308)
  - Broken Hill (309)
- Central Coast (311)
- Dubbo (314)
- Griffith (317)
- Moree (323)
- Orange (328)
- Tamworth (338)
- Wagga Wagga (341)
- Non-priority areas
  - Batemans Bay (304)
  - Bondi (307)
  - Clarence/Coffs Harbour (312)
  - Hornsby (318)
  - Lake Macquarie (319)
  - Lismore (320)
  - Maitland (322)
  - Muswellbrook (325)
  - Newcastle (326)
- Northern Beaches (327)
- Parramatta (329)
- Penrith (330)
- Port Jackson (331)
- Port Macquarie (332)
- Queanbeyan (333)
- Ryde (334)
- Shellharbour (335)
- St George (336)
- Sutherland (337)
- Taree (339)
- Tweed Heads/Ballina (340)
- Windsor (342)
- Wollongong (343)

**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