

International Teacher Exchange Program

Terms and Conditions

All references to:

“**Exchange Terms and Conditions**” means these terms and conditions of application for the Teacher Exchange Program;

“**the Department**” in these terms and conditions means the New South Wales Department of Education;

“**the Exchange**” means the swap of professional work assignments for the duration of an agreed period between two participants who remain in the employment, and continue to receive salaries from, their respective home employing authorities;

“**the Program**” means the Exchange Program which is available to eligible School-based staff;

“**Proposal**” means the specific Exchange placement offered to an applicant in the event that a suitable Exchange counterpart is identified;

“**Participant**” means an applicant who has been offered and has accepted an Exchange placement;

“**the Coordinator**” means the Teacher Exchange Program office, 84 Crown Street, Locked Bag 7003, Wollongong NSW 2520;

“**Host Authority**” means the educational authority to which an Exchange applicant exchanges;

“**You(r)**” means the applicant for the Exchange Program.

General Exchange Information

- 1) **Exchange Assignment.** Participants swap professional positions for the duration of the Exchange. They will undertake Exchange duties in accordance with the requirements of the Host Authority as negotiated during the Proposal period, irrespective of their substantive position within the Department. During the Exchange, Participants will work under the direction and abide by the requirements of the Host Authority in relation to the delivery of curriculum teaching and disciplinary methods and practices, or other professional duties as appropriate. Exchange Participants cannot enter the permanent service of the Host Authority.

Exchange Participants to international schools may be expected to teach subjects in that destination's native language.

- 2) **Place and Duration of Exchange.** Overseas Exchanges operate for one full year, generally beginning in January to coincide with the New South Wales academic year, though some destinations offer a mid-year Exchange commencement. Extensions of time will not be considered. Should a suitable Exchange be identified, specific details of the Exchange location and commencement and conclusion dates will be provided in the Proposal.
- 3) **Eligibility criteria.** To be eligible for an Exchange You must be an Australian citizen or permanent resident. You must be full-time permanent and have not less than five years cumulative teaching service (gained through casual, temporary or permanent work) with the New South Wales Department of Education prior to applying for

Exchange. If you require accreditation, You must have demonstrated teaching ability at a minimum of Proficient Teacher level accreditation and possess a post-15/6/2013 Working with Children Check. You must be employed in a NSW school as a school-based classroom or specialist teacher, executive member, principal, teacher librarian, special education or support teacher, or school counsellor.

Principals seeking an equivalent Exchange should contact the Teacher Exchange Unit for further information.

- 4) **Executive Level Exchange.** Applicants in school executive positions may nominate to exchange to an equivalent position, or to a lower paid executive position, or to a non-executive position. Such applicants who exchange to a position paid at a lower salary will be paid the reduced salary rate. Such applicants who exchange to a non-executive position will be paid, in lieu of their current salary, the amount equivalent to their position as a classroom teacher. Workers compensation payments would be assessed in parity to the equivalent classroom teacher for the Exchange year. Please consult with your superannuation fund for details regarding contributions and benefit payments during the exchange year.

Exchange proposals for outgoing New South Wales school principals require the approval of the relevant Director Educational Leadership. An incoming overseas school principal cannot be placed into a New South Wales school principal position, but could take up another executive position including deputy principal. Principals should contact the Teacher Exchange Unit for further information.

- 5) **Impact on service history.** During an Exchange Your leave and transfer point accrual will continue as usual.
- 6) **No age restriction.** There is no age restriction applicable to the Exchanges.
- 7) **Ineligible applicants.** You are ineligible if You: will be on a protracted period of leave during the Exchange; are in a casual or permanent part-time teaching position; or are in a non-school based teaching service position.
- 8) **Promotion or Transfer.** If You have applied for Exchange and subsequently change schools, college, or position, You must notify the Coordinator, and discuss Your application with Your new principal. If the application is supported in Your new circumstances, You must provide the Coordinator with the new principal's written support and the new director's approval, along with details of the new location or position, teaching assignment and new accommodation (if applicable).

Applicants accepted for Exchange are ineligible to apply for any promotion or transfer position in the service which must be taken up during the Exchange period. Where interviews are a requirement for promotion, Participants must accept that being overseas may prevent them from participating in such a selection process.

- 9) **Other Programs or Commitments.** If You currently hold any scholarship, grant or bursary You are not eligible for the award of an Exchange. You must consider Your position if You have made previous commitments to the Department which may conflict with Exchange duties, including: receipt of a scholarship or training support from the Department which required the signing of a Deed of Agreement which may be in effect for the Exchange period; or participation in the Deferred Salary Scheme which requires taking the leave year during the Exchange or during the year following the Exchange.
- 10) **Research Brief.** During the Exchange, Participants are required to prepare a research brief and on their return will be provided with opportunities to present their observations during a Debriefing process. Research topic options will be provided by the Coordinator prior to an Exchange commencement. You must submit to the Coordinator a research brief at the date and in the format specified by the Coordinator. The copy of the final report submitted will not be returned. You must ensure that the final report:
- a. does not infringe any other person's intellectual property rights;
 - b. does not contain material that is defamatory of others;
 - c. is original or, to the extent that it incorporates others' copyright works, that You do so with their permission. You must ensure that this permission extends to the Department exercising its rights under the copyright licence granted to it below. All copyright works of other persons included in Your final report must be expressly acknowledged and attributed.
- 11) **Non-award of Exchanges.** The Department may, upon recommendation of the Coordinator and the overseas coordinating bodies, not award any or all of the Exchanges in a given year if they decide (in their absolute discretion) that there are no suitable or insufficient counterpart applications for the Exchanges. If Your

application remains unmatched at the conclusion of the selection process, You will be notified by the Coordinator. A new application is required if applying for a future exchange.

- 12) **Exchanges on offer.** The Department may cancel any of the Exchanges on offer (eg, locations), whether or not advertised, or alter the period of the Exchange. You will be advised of any cancellation or variation and where the advertised or other aspect of an Exchange has been varied, You will be asked if You wish to continue with Your application.

Applying for Exchange

- 13) **Applications.** You must submit a completed Exchange Application Form, which includes acceptance of the Exchange Terms and Conditions and all supporting documentation by the advertised closing date in order to be considered for first round Proposal placements.
- 14) **Joint Applications.** Where spouses or partners are both eligible and apply for Exchange, each must state that the other is applying, and indicate whether the applications are to be considered jointly or individually. Although every effort will be made to facilitate leave in the event of one partner being selected for Exchange, the other must not assume that leave of absence will be granted. If approved, teachers on leave without pay, ie spouses or partners of Participants, have right of return to their current positions immediately following the Exchange period.
- 15) **Application costs.** You must meet all Your costs associated with applying for the Exchange.
- 16) **Application Endorsement and Recommendation.** Your current school principal must sign the Application Form supporting and endorsing Your suitability for the Exchange, and affirming that You would be a good ambassador for the Department and NSW. Your current school principal must also provide a recommendation in consultation with your Director Educational Leadership.
- 17) **Feedback.** Applicants who receive an Exchange Proposal will be informed by their school principal. Unsuccessful applicants will be informed by the Coordinator and may request feedback on their application from the Coordinator. Applicants who were initially not recommended for Exchange by their Principal and Director may request feedback directly from that Principal or Director.
- 18) **Exchange Selection Process.** During the Exchange selection and matching process, the recommended applications are reviewed as to Exchange suitability with the available overseas applications. The Exchange Programs Coordinator will undertake the matching in cooperation with the overseas Exchange coordination bodies, with assistance and advice provided by the New South Wales Exchange Teachers League and by DoE officers within specific curriculum or other teaching areas as required. Priority will be given to Exchange applicants who are highly recommended, who have Highly Accomplished or Lead Teacher accreditation and it is their first exchange.

Consideration is given to: selection criteria recommendations; applicant professional experience and assignment preferences; anticipated assignment for incoming exchange Participant; and personal circumstances including location preferences and accommodation requirements.

Should a suitable Exchange match be identified for You as an applicant, the Coordinator will seek approval for the Proposal from Your NSW school principal, and if approval is granted, You will be provided an opportunity to accept the Proposal. Additional information can be requested while considering a Proposal.

If You decline the Proposal, the offer of a second Proposal cannot be guaranteed, therefore each Proposal must be considered on its own merits. Only one Proposal is offered at a time.

- 19) **Refused applications.** If Your Application is received after the final round closing date or does not meet the requirements set out in these conditions it will not be considered.
- 20) **Applications not returned.** Your Application will not be returned and will become the property of the Department.
- 21) **Past Recipients.** Previous Exchange Participants may apply for a subsequent Exchange if four years of service is completed between the end of previous Exchange and the commencement of a subsequent Exchange. Selection priority will be given to applicants who have not previously undertaken an Exchange.

- 22) **Qualification status.** Exchange Participants are accorded similar qualification status in the Host Authority for the period of and purposes of Exchange. Participants may additionally be required to undertake registration and / or licencing processes in accordance with Host Authority requirements.

Undertaking Exchange

- 23) **Salary.** Exchange does not involve any loss in respect of salary increments or service recognition. You will continue to be paid Your normal salary by the Department provided the Exchange position is equivalent to the position held in the Department. Allowances that do not constitute an inherent part of salary are not paid, eg year supervisor or first aid allowance. Exchange Participants are required to make their own arrangements for transmission of salary overseas.
- 24) **Overseas Travel.** Applicants require approval from the Minister of Education to travel overseas. Ministerial approval to travel will be requested on behalf of applicants by the Coordinator. The Department cannot give assurance that Ministerial approval will be granted. You must agree to be bound by any conditions attached to Ministerial approval. If approval is not granted You will not be eligible to undertake an Exchange.

You must be eligible to travel to the country or countries specified in Your application and to complete the Exchange. Applications for Exchange in any country or countries in relation to which the Department of Foreign Affairs and Trade ("DFAT") has advised against all travel or non-essential travel may be considered at the absolute discretion of the Coordinator. However, no Exchange must be undertaken while any such travel warning is current.

Exchange Participants (and accompanying family members, if any) will need to satisfy any relevant immigration and entry requirements of the host country involved in Exchange, eg, undertaking a medical examination or interview, accepting that some locations do not allow de facto partners or same-sex partners entry as Exchange dependents.

- 25) **Leave.** You do not require leave to participate in an Exchange, as during the Exchange You continue to undertake work in Your capacity as an employee of the Department.

As an Exchange Participant all Long service leave (LSL) and Leave Without Pay (LWOP) will be subject to Exchange Program authorisation. This authorisation is required for the period commencing at the date of Orientation and concluding one year after conclusion of the exchange assignment. LSL or LWOP applications will be considered on their merit and within existing rules, regulations and procedures. Exchange Participants must understand that leave:

- a. prior to the Exchange will be considered in light of the principal's recommendation, which will be made on the basis of the Participant's obligations with respect to the school or college, the preparation requirements for the incoming Exchange counterpart and the Participant's reasons for seeking the leave
- b. during the Exchange will only be considered in exceptional and unforeseen circumstances and only if satisfactory arrangements can be made with the Exchange Host Authority.
- c. following the Exchange will be considered on the basis that all Participants returning are under an obligation to attend a term one Debriefing process and report on their research and learning.

Applicants who are aware, prior to commencing an Exchange, or during an Exchange, that extended periods of leave may be required during the Exchange year should immediately notify the Coordinator.

During the Exchange period, leave entitlements and conditions will be those entitlements normally applied by the Host Authority unless otherwise determined by agreements with overseas and host authorities. Any leave taken during the Exchange will reduce future entitlements for the Participant with the Department.

A Participant who returns to New South Wales during the Exchange on a period of approved leave must expect to make alternative accommodation arrangements and will not be able to return to their Department position.

- 26) **Withdrawal from the Program prior to Exchange commencement.** You must immediately notify the Coordinator of any decision to withdraw from the Program. Prior to accepting an Exchange placement, it is expected that You would not seek to withdraw from the Program other than in exceptional circumstances, such as:

- a. You are no longer teaching or eligible to teach in NSW;

- b. You wish to cancel Your travel due to DFAT warnings following submission of Your application in relation to Your proposed destination;
- c. other circumstances beyond Your control that prevent You from pursuing Your Proposal.

If a Proposal has been accepted, a withdrawal from the Program prior to the Exchange commencement where no rematch can be located may necessitate reimbursement of the Exchange counterpart's travel preparation costs by You.

- 27) **No deferral.** Unless otherwise approved by the Coordinator, You must commence Your Exchange by the date specified in Your Proposal documents. A later commencement date will only be granted in exceptional circumstances.
- 28) **No transfer.** The Exchange is not transferable.
- 29) **Exchange Preparations.** Prior to commencing an Exchange, You will arrange appropriate school and community sponsors for the Exchange counterpart and provide all professional and personal information prior to the Exchange to ensure a smooth transition into the NSW system.
- 30) **Orientation.** Prior to departure, Participants will be provided an Orientation process that provides information that will assist with Exchange preparation
- 31) **Passports and visas.** You are responsible for obtaining all necessary passports, visas and other travel documentation.
- 32) **Tax.** The Department cannot give You specific advice on any tax consequences of undertaking an Exchange. You may wish to seek Your own advice in relation to Australian Exchange tax implications and the Exchange host country international taxation requirements.
- 33) **Insurance.** You must take out comprehensive travel insurance recommended for overseas travel to the country or countries of destination. As an Exchange Participant, You will continue to be covered by the Department for workers compensation for injuries sustained in the normal course of their duties for the Host Authority according to the Department's scheme.
- 34) **Medical.** You are, prior to undertaking an Exchange, required to supply the Department a medical report indicating satisfactory health. You are responsible for all health and medical expenses and costs, and any medical insurance required for self and dependents, if any.
- 35) **Travel Arrangements.** You must provide the Coordinator with travel arrangements prior to the anticipated departure date. The arrangements must include all information specified by the Coordinator. Changes must be provided to the Coordinator.
- 36) **Travel and health advice.** Before departing, You are expected to keep up to date with travel and health advice for Your destination issued by the Australian Department of Foreign Affairs and Trade ("DFAT") at www.dfat.gov.au. Further travel and health information may also be made available at www.smarttraveller.gov.au and www.health.nsw.gov.au.

You must obtain the approval of the Coordinator for any proposed cancellation of travel in light of advice issued for Your destination. If You cancel Your travel You may be liable for cancellation costs for Your Exchange counterpart.
- 37) **Air Travel arrangements.** You are responsible for making travel arrangements for yourself and dependents, if any, and are responsible for meeting the cost of resulting fares, accommodation costs, and other expenses. The Department is not responsible for any arrangements that You may enter into concerning travel plans and other personal matters and will not be involved in any negotiations arising out of such arrangements or agreements.
- 38) **Travel at own risk.** You accept that:
 - a. You travel at Your own risk and in Your own time;
 - b. The Department is in no way responsible for You or Your conduct whilst You are overseas; and
 - c. You are solely responsible for Your own health, safety and well-being while overseas. This includes (but is not limited to) taking account of DFAT travel and health advice and arranging for any recommended inoculations and medication for Your proposed travel destination.

39) **Accommodation.** You are personally responsible for arranging to Exchange accommodation or otherwise provide suitable accommodation for Your Exchange counterpart for the duration of the Exchange, and if returning home before the completion of the Exchange, to provide the original accommodation for Your counterpart for the remainder of the Exchange (or such alternative as agreed by the Participants). Terms of accommodation must be negotiated directly between the Participants and are wholly their responsibility. After acceptance of the Exchange, any change in accommodation requires approval by the Exchange counterpart and notification to Exchange coordinators.

The Department is not responsible for any arrangements that Participants may enter into concerning accommodation and other personal matters and will not be involved in any negotiations arising out of such arrangements or agreements.

40) **Vehicles.** Exchange of cars is not a requirement of Exchange, and any arrangement to do so should be approached with caution. The Department is not responsible for any arrangements that Participants may enter into concerning motor vehicles and other personal matters and will not be involved in any negotiations arising out of such arrangements or agreements.

41) **Conduct whilst on Exchange.** Whilst a beneficiary of the Program You will make every reasonable endeavour to:

- a. at all times be a good ambassador for the teaching profession and the Department;
- b. avoid any act (including making any oral or written communication) that could damage the Department's reputation, be misleading or deceptive, result in victimisation or harassment, lead to criminal or civil liability, or be reasonably found to be offensive, obscene, threatening, abusive or defamatory; and
- c. comply with all laws, rules, regulations, policies and standards applicable to the teaching profession in Australia and the overseas country or countries and institutions which will be visited by You as a beneficiary of the Program.

42) **Information requests.** You must comply with reasonable requests by the Coordinator for additional information and documentation and provide any required information together with documentation by the dates requested.

43) **Promotion of the Program.** You are expected to provide reasonable support to the Department in publicising and promoting the Program, including participation in media interviews. You may, for example, be requested to write articles and make presentations in relation to Your experiences. The Department may request a copy of any material that You wish to release referring to the Program, for their prior approval. You must comply with any such request and comply with any conditions of approval.

You hereby consent to the publication and/or use in any form of media of Your name and/or any material that You have produced in response to Program requirements for the purpose of publicising the Program without payment or compensation.

Any public lectures, media releases, films, publications and/or other work resulting from the Exchange must contain the following acknowledgment: "This work was produced by [insert recipient's name], a participant in the Exchange Program during [insert year], awarded by The New South Wales Department of Education".

44) **Return to the profession after completion of Exchange.** On completion of Your Exchange You are expected to return to the teaching profession with the Department for the following twelve (12) months. Under normal circumstances, Participants have right to return to their current position at the end of the Exchange, but will not be entitled to return to their current position during the period of Exchange unless the Exchange counterpart agrees and/or the Department permits.

45) **Termination of Exchange after Exchange commencement.** A Participant is required to complete the entire Exchange period.

Participant: Once an Exchange has commenced, a decision taken by a Participant to return to NSW early or otherwise withdraw at an early date from the Program will cause inconvenience and have serious financial implications. Unless an agreement can be reached that is satisfactory to all parties concerned, the Participant who returns or withdraws is not entitled to return to their substantive Department position during the Exchange period, but will be deemed to be on leave without pay for the balance of the Exchange period. A Participant may,

however, utilise any accrued extended leave or if the Participant has a legitimate claim for paid sick leave, such leave may also be granted.

Department: The Department reserves the right to recall the Exchange Participant from the Host Authority location to NSW in such circumstances as the Department deems appropriate. Upon notification by the Department of such recall, the Participant shall return to NSW and shall fulfil such position as the Department may direct.

Host authority: In the event that the Host Authority, with the agreement of the Department, seeks to terminate early the services of the visiting NSW Exchange Participant for demonstrated reasons including performance issues or improper conduct, the Participant will be subject to the applicable legislative and industrial processes of the Department upon their return which may be: access to paid or unpaid leave, eligibility for casual employment with the Department, alternative placement or disciplinary action.

- 46) **Liability for withdrawal from Exchange.** The Department will not be liable for any loss or damages (including consequential loss, loss of opportunity or loss of income and even if the Department has been advised of the possibility of such loss or damages) suffered by You which is caused by or arises from a withdrawal from the Exchange in accordance with these conditions.
- 47) **Probity checks.** You hereby consent for security and probity checks to be conducted and for the personal information provided in Your Application Form to be used and disclosed to third parties to check the accuracy of the information provided and to determine Your suitability for the Exchange.
- 48) **Privacy.** You consent to the Department and associated third parties using the information, including personal information, provided in Your application and final report, for the purposes of assessing Your compliance with these conditions and of publicising the Program.
- 49) **Copyright licence.** You hereby grant a non-exclusive, royalty-free copyright licence to the Department to exercise and sub-licence all rights of copyright (including rights to reproduce the work and communicate it to the public) in the research brief and any other material produced by You that is prepared in response to Program requirements (with or without amendment) for any non-commercial purpose. This licence includes, without limiting its generality, permission to post the final report or parts of it on the Department's website or make the report available to professional associations for dissemination for non-commercial purposes.

Other General

- 50) **Agreement.** Applicants receiving an Exchange placement will be required to sign an agreement that reflects the obligations of the parties involved in the Exchange.
- 51) **Exceptions.** These Exchange Terms and Conditions are standard for all applicants. However, exceptions may be granted to applicants based on their individual needs and circumstances.
- 52) **Subject to change.** These Exchange Terms and Conditions are subject to change at any time without prior notice.

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