

**SCHOLARSHIP DEED**

**Master of Instructional Leadership Scholarship**

**[Name]**

**(Scholarship Holder)**

***Instructions for completing this document***

Please do not make any changes to this document. Please let the Department know if you want to propose any changes.

Please read the whole of the document carefully and ensure that you understand it, including your repayment obligations. You may wish to seek independent advice.

To proceed, please:

1. ensure that your name and address in the **Schedule** is correct
2. sign, date and return 2 full copies of this Deed to:

Leadership Pathways Unit Locked Bag 53

DARLINGHURST NSW 1300

When 2 signed copies of the Deed are returned, they will be checked and, if satisfactory, signed by the Department. One signed copy will then be returned to you. The other copy will be attached to your personnel file and your service commitment will be recorded.

# SCHOLARSHIP DEED

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| THE SCHEDULE:  |  |  |  | | --- | --- | --- | | **Item 1:** | **Details of the Scholarship Holder** | | |  | «Mailing\_Title»  «Home\_Address\_1»  «Home\_Address\_2»  «Email Address» | ID No: «PEPS\_ID» | | **Item 2:** | **Commencement date of this Deed** means the date on which the deed is executed by all Parties. | | | **Item 3:** | **Scholarship** means 50% of the Total Course Fee.  **Total Course Fee** is the total amount payable to the University of Melbourne for enrolment and completion of the Course. This is estimated to be $28,448.  **Subject Fee** is the cost of each individual subject. This is estimated to be the Total Course Fee divided by the number of units (e.g. Individual Subject Amount is $28,448 divided by 8 units). | | | **Item 4:** | **Course** means the principal education program involving a Master of Instructional Leadership Degree at the University of Melbourne comprising 8 units of study (subjects). | | | **Item 5:** | **Course Completion Timeframe** meansthe period commencingat the start ofSemester 1, 2019 and concluding at the end of Semester 2, 2020. | | | **Item 6:** | **Scholarship Holder Contribution** means 50% of the Total Course Fee Amount.  Based on the estimate available, the Scholarship Holder Contribution is $14,224 (being 50% of $28,448). | | | **Item 7:** | **Commitment Period** means 12 school terms of continuous service as a permanent, full-time employee of the Department from commencement of the Course. | | |

# SCHOLARSHIP DEED

# Parties

# The State of New South Wales by its Department of Education (the Department)

# and

**The Scholarship Holder** named in the Schedule

# BACKGROUND

1. The Scholarship Holder is a full time employee of the Department performing the role of school principal.
2. The Scholarship Holder submitted an application to the Department for the Scholarship and was selected by the Department to be offered the Scholarship.
3. The Department will provide the Scholarship (see **Item 3** of the Schedule) for the Scholarship Holder to complete the Course (see **Item 4** of the Schedule).
4. The Scholarship is subject to the Scholarship Holder agreeing to certain obligations including:
5. complete the Course within the Course Completion Timeframe (see **Item 5** of the Schedule);
6. to pay the Scholarship Holder Contribution (see **Item 6** of the Schedule); and
7. remain employed with the Department for the Commitment Period (see **Item 7** of the Schedule).
8. The Scholarship Holder has agreed to accept the Scholarship provided by the Department subject to the terms and conditions of this Deed.

# GENERAL TERMS

1. **Enrolment to Course**

The Scholarship Holder must be accepted for enrolment in the Course before the Scholarship can proceed.

1. **The Department’s obligations**

The Department will:

* + 1. **(course fees)** initially pay the Total Course Fees including the Scholarship Holder Contribution; and
    2. **(other expenses)** TheDepartment will pay for all reasonable pre-approved travel and accommodation costs to attend onsite components of the Course. The applicable policies of the Department in relation to travel on official business (however named) will apply in relation to such expenses.

1. **The Scholarship Holder’s obligations** 
   1. **(Ongoing obligations)** The Scholarship Holder will:
      1. **(completion of the Course)** complete the Course within the Course Completion Timeframe (see **Item 4** of the Schedule) and meet the Course progress obligations in clause 3.2 below;
      2. **(continued employment)** remain employed full time with the Department during the Course Completion Timeframe and for the Commitment Period (see **Item 7** of the Schedule); and
      3. **(comply with Deed)** comply with this Deed.
   2. **(Satisfactory course progress)** The Scholarship Holder must:
      1. complete all components and obligations of the Course to the satisfaction of the University of Melbourne and the Department;
      2. not defer any subjects during the Course Completion Timeframe without the agreement of the Department;
      3. not change units of study without the agreement of the Department; and
      4. not seek or obtain any extension to the Course Completion Timeframe without the agreement of the Department.
   3. **(Service during the Commitment Period)** 
      1. **(unpaid leave or unauthorised absence)** Any period of unpaid leave, leave without pay or unauthorised absence more than 5 working days will not count as service for the purposes of calculating the Commitment Period. The Commitment Period will be extended to the extent of any such unpaid leave or unauthorised absence. The granting of unpaid leave is at the discretion of the Department; and
      2. **(unpaid parental leave)** The unpaid portion of any period of approved parental leave does not count as service as required by this Deed and will extend the Commitment Period accordingly.
      3. **(paid leave)** Periods of paid leave will count as service and will be granted at the discretion of the Department. Any period of paid leave in excess of one month in a calendar year will extend the Commitment Period by the period of the leave.
   4. **(Hours)** The Scholarship Holder must perform the duties of the role for which they are employed by the Department faithfully and to the best of their abilities, devoting their time and attention during work hours to that role. The Scholarship Holder will be permitted to complete work required for the Course during work hours only if completing the Course work does not interfere with the performance of their substantive role obligations. Apart from during any study leave granted to the Scholarship Holder, the Course work is otherwise (including but not limited to studying, attending or listening to lectures, seminars or exams) to be undertaken in the Scholarship Holder’s own time and does not form part of the Scholarship Holder’s ordinary working hours.
   5. **(Tax and benefits implications)** The Scholarship Holder expressly acknowledges that receipt of this scholarship under this Deed 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-HELP, Medicare Levy and child support).
2. **Scholarship Holder Contribution**
   1. **(Reimbursement of Scholarship Holder Contribution)** The Scholarship Holder will reimburse the Department for the Scholarship Holder Contribution (see Item 5 of the Schedule).
   2. **(Reimbursement method, timeframe and frequency)** The Scholarship Holder and the Department will in good faith agree the method, timeframe and frequency of repayment of the Scholarship Holder Contribution. If the parties are not able to reach an agreement by 1 July 2019repayment of the Scholarship Holder Contribution will be made by way of fortnightly repayments from the Scholarship Holder’s remuneration. This clause operates as an authority for the Department to deduct from remuneration pursuant to Section 118 of the *Industrial Relations Act 1996* (NSW).
   3. (**Reimbursement timeframe**) The Scholarship Holder Contribution must be paid in full no later than 30 June 2021.
3. **Repayment by Scholarship Holder**
   1. **(Repayment of Total Course Fee)** Unless otherwise agreed between the parties acting reasonably,the Scholarship Holder will be responsible for the costs of and repay the Department the Total Course Fee if the Scholarship Holder:
      1. withdraws or otherwise does not complete the Course;
      2. is found to have made any misrepresentation, including in connection with the Scholarship Holder’s application, ability to complete the Course within the Course Completion Timeframe and the warranties set out in this Deed;
      3. is transferred to a role with the Department that is a lower grade position (regardless of the party initiating the transfer);
      4. is suspended from their employment by the Department due to any changes in the Sponsorship Holder’s status under the authority, accreditation or approval under the *Teacher Accreditation Act 2004* (NSW) or child protection legislation and the Department’s child protection policies;
      5. is placed on alternate duties by the Department due to conduct or performance concerns;
      6. ceases to be employed by the Department before completion of the Commitment Period (regardless of who ends the employment or why);
      7. takes any period of unauthorised absence during the Commitment Period; or
      8. breaches any other term of this Deed.

The Total Course Fee is defined in Item 3 of the Schedule.

* 1. **(Repayment of Subject Fee)** Unless otherwise agreed,the Scholarship Holder will be responsible for the costs of and repay the Department the Subject Fee of any subject failed, withdrawn from or otherwise not completed within the Course Completion Timeframe.
  2. **(Reduction for service completed)** If the Scholarship Holder has served part of the service required for the Commitment Period, any amount due to be repaid under this clause will be reduced proportionately.
  3. **(Reduction for amounts paid under clause 4)** If the Scholarship Holder has reimbursed the Department any part of the Scholarship Holder Contribution under clause 4, any amount due to be repaid under this clause will be reduced proportionately.
  4. **(Maximum repayment amount)** The total amount repayable by the Scholarship Holder under this clause 5 is the amount of the Scholarship that has been paid by the Department to the University of Melbourne.
  5. **(The Department’s discretion)** To be clear, the Department has discretion to waive any repayment obligations or reduce the amount payable under this clause 5.

1. **Scholarship Holder warranties**
   1. The Scholarship Holder warrants that the Scholarship Holder is not and will not become:
      1. an undischarged bankrupt;
      2. a barred person within the meaning of the child protection legislation and the Department’s child protection policies;
      3. precluded from teaching in New South Wales due to any issues with their accreditation under the *Teacher Accreditation Act 2004* (NSW);
      4. receiving and does not intend to receive any other financial assistance on terms which prevent or might prevent the Scholarship Holder from fulfilling this Deed; and
      5. aware of any illness, disability or condition which might interfere significantly with the Scholarship Holder’s ability to undertake and complete the Course and service for the Commitment Period.
   2. The warranties set out in clause 6.1 above continue until the end of the Commitment Period. The Scholarship Holder must immediately notify the Department if they are not able to comply or is in breach of any of these warranties.
2. **General**
   1. **(Employment of Sponsorship Holder)** Nothing in this Deed shall be interpreted as affecting any right or power of the Department or any of its officers or employees to terminate or suspend the employment of the Scholarship Holder or otherwise deal with the Scholarship Holder in any way permitted by law.
   2. (**Employment grading**) Nothing in this Deed shall be interpreted as entitling the Scholarship Holder to any increase in remuneration, change in classification or transfer by virtue of completion of the Course and the Commitment Period.
   3. **(Resignation or retirement)** The acceptance by the Department of any resignation or retirement by the Scholarship Holder does not affect the rights of the Department under this Deed.
   4. **(Notice)** Any notice to the Scholarship Holder under this Deed will be sent to the Scholarship Holder's home address or email address, as specified in Item 1 of the Schedule, or such other address as the Scholarship Holder advises the Department in writing from time to time, or the Scholarship Holder’s email address with the Department. A notice sent will be deemed to have been received by the Scholarship Holder on the third business day after posting or first business day after email being sent.
   5. **(Independent advice)** The Scholarship Holder has had the opportunity to seek independent advice about this Deed.
   6. **(Waivers and consents)** Except as expressly stated in this Deed:
      1. a waiver or consent under this Deed is not effective unless it is in writing and signed by the party entitled to give the waiver or consent;
      2. a waiver or consent may be given conditionally or unconditionally or withheld at the absolute discretion of the party entitled to give the waiver or consent;
      3. a waiver of a power or right or the giving of consent is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given;
      4. a party’s failure or delay to exercise a power or right does not operate as a waiver of that power or right; and
      5. the exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right.
   7. **(No assignment of rights)** The Scholarship Holder may not assign their rights arising out of this Deed.
   8. **(Severability)** If anything in this Deed is unenforceable, illegal or void then it is severed and the rest of this Deed remains in force.
   9. **(Variation)** Any variation of this Deed must be in writing and signed by the parties before it can take effect.
   10. **(Entire agreement)** This Deed supersedes all previous agreements in respect of its subject matter and embodies the entire agreement between the parties in relation to its subject matter. To be clear, this does not supersede the Scholarship Holder’s employment agreement with the Department.
   11. **(Survival)** The terms of this Deed survives its termination to the extent permitted by law.
   12. **(Interpretation)** A provision of this Deed must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this Deed or the inclusion of the provision in this Deed.
   13. **(Heirs, executors and administrators)** This Deed is binding on the Scholarship Holder and their heirs, executors, and administrators.
   14. **(Governing law and jurisdiction)** This Deed 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.

# EXECUTED BY THE PARTIES AS A DEED

|  |  |  |
| --- | --- | --- |
| Signed, sealed and delivered by | )  )  ) |  |
| Name of Scholarship Holder |  | Signature of Scholarship Holder |
|  |  |  |
|  |  | Date of signing |
| in the presence of: |  |  |
|  |  |  |
| Signature of witness |  |  |
|  |  |  |
| Name of witness |  |  |
|  |  |  |
| Address of witness |  |  |

|  |  |  |
| --- | --- | --- |
| Signed, sealed and delivered by the State of New South Wales by its Department of Education by its authorised officer | )  )  ) |  |
| Name of authorised officer |  | Signature of authorised officer |
|  |  |  |
|  |  | Date of signing |

**For official use only**

Service commitment verified correct:

Signed Date

*Program Manager*