

Teacher Exchange Program Agreement

An Agreement between

The Queensland Department of Education

and

----- Department of Education

(the PARTNERS)

1. This Agreement
 - 1.1. Recognises the value of teacher exchange in the:
 - promotion of international understanding and good will:
 - exchange of information and practices concerning educational matters:
 - mutual benefits to students, school communities, and institutions:
 - professional and personal development of teachers; and
 - 1.2. acknowledges the history of goodwill and cooperation between Queensland and -----

2. Each of the PARTNERS will:
 - 2.1. following appropriate consultation with each other, determine the number of exchanges, their duration and conditions at appropriate intervals.
 - 2.2. make suitable arrangements for the advertisement and promotion of the exchange program, and for the selection and matching of teachers.
 - 2.3. ensure that teachers considered for exchange would have at least five (5) years' relevant experience. Teachers considered otherwise suitable shall be subject to specific agreement between the PARTNERS.
 - 2.4. ensure that the selection process takes account of all factors relevant to the teachers' suitability including professional qualifications, background and experience, personal qualities, and medical fitness.
 - 2.5. ensure that the employing authority of the teacher understands and accepts that:
 - 2.5.1. teachers selected must be professionally, personally, and medically suitable for service overseas. In the event of the applicant failing to complete the exchange period on grounds of proven professional incompetence/misconduct the employer will accept reasonable claims for substitute teacher salary.
 - 2.5.2. recreation leave entitlements applying locally will be extended to the visiting teacher.
 - 2.5.3. leave of absence for, medical or exceptional circumstances will be limited to ten (10) days for which the host authority will meet the cost of a replacement teacher. The employing authority is liable for the salary costs of providing a replacement Educator for leave/absence in the excess of the ten (10) days, at the host authority rate.
 - 2.5.4. where leave, other than sick or for exceptional circumstances, is requested by the exchange teacher, approval must be obtained from the employing

authority. The employing authority is liable for the salary costs of providing a replacement teacher for the period of leave/absence.

- 2.5.5. in the event of long-term leave/absence or professional incompetence, the continuing status of the exchange will be determined by the PARTNERS and the host and employing authorities.
 - 2.5.6. in the event of a teacher failing to complete the exchange period overseas on the grounds of medical incapacity or proven professional incompetence, the repatriated teacher's exchange partner will continue in the exchange position.
 - 2.5.7. entitlements for professional development days to enable the visiting teacher to attend conferences as part of the exchange program and to conduct observations in area schools, would need to be negotiated directly with the school Principals.
 - 2.5.8. adequate arrangements will be made for the continued payment of the home salary of their teacher, and service on exchange counts for incremental and superannuation purposes, unless otherwise notified.
 - 2.5.9. teachers will continue to be covered by the employing authority for Workers Compensation.
 - 2.5.10. incidents that occur during the performance of school duties and result in legal action against the teacher will be considered on an individual basis by the employing authority.
- 2.6. cooperate in the provision to the other PARTNER of essential information for exchanges, including such matters as:
 - method of application and selection
 - visas and work permits
 - medical arrangements
 - payment of salary
 - taxation, exchange control, and other relevant financial issues
 - employment practices as may affect accompanying spouses/dependants
 - educational provision for accompanying children
 - 2.7. be responsible, prior to an exchange, for ensuring that participants in the scheme receive briefing on professional, financial, private and other matters relevant to the exchange.
 - 2.8. be responsible for ensuring adequate orientation of the incoming teachers and facilitate their integration, socially and professionally.
 - 2.9. at the completion of the exchange, advise the other PARTNER of the number of days leave granted to their teacher during the period of exchange.

3. It is AGREED that:

- 3.1. any teacher exchange proposal requires acceptance in writing by both employing authorities and participating teachers before it is finalised.
- 3.2. teachers recognised as qualified in their home country will be accorded similar status in the host country for the period of , and purpose of, the exchange.
- 3.3. the period of exchange will be one calendar year unless agreed by discussion between both PARTNERS.

- 3.4. the exchange teacher will sign an agreement stating that he/she is:
- 3.4.1. required to complete the total period of exchange.
 - 3.4.2. required to return and recommence duty with the employing authority at the conclusion of the exchange
 - 3.4.3. is not entitled to return to his/her current position during the period of exchange unless the exchange partner agrees and the employing authority permits.
 - 3.4.4. not permitted to enter the permanent service of the host authority.
 - 3.4.5. responsible to the host authority for the duration of the exchange and will comply with the normal requirements of that authority.
 - 3.4.6. entitled to recreation leave according to the provisions of the host authority.
 - 3.4.7. responsible for arranging appropriate school and community sponsors for his/her exchange partner and providing all professional and personal information prior to an exchange to ensure a smooth transition into the host system.
 - 3.4.8. required to supply a medical certificate in the format requested prior to the exchange, indicating satisfactory health.
 - 3.4.9. responsible for all health and medical expenses and costs, and any medical insurance required for self and dependants.
 - 3.4.10. responsible for making all travel and insurance arrangements for self and dependants and meet all costs of travel and insurance.
 - 3.4.11. required to comply with the normal immigration/entry requirements of the host country and the home country.
 - 3.4.12. required to provide adequate accommodation for their exchange partner on terms negotiated privately between the exchange partners.
 - 3.4.13. responsible for any personal expenses incurred as a result of repatriation before the completion of the exchange, and the provision of suitable accommodation for their exchange partner for the remainder of the exchange period.

SIGNED:

for Queensland Department of Education D/M/Y

NAME: _____

TITLE: _____

SIGNED:

for ----- Department of Education D/M/Y

NAME: _____

TITLE: _____