Obligations of Parties involved in Exchange
(Exchange Participants and Host/Employing Authorities)

Principals/managers: please ensure that Item 3a is completed before signing.

1. **OVERVIEW:** The exchange involves the swap of professional work assignments for the duration of an agreed exchange period between two Exchange Participants who remain in the employment, and continue to receive salaries from, their respective home Employing Authorities.
   a. The exchange period is one year: either July – June or January – December by agreement.
   b. The Exchange Participant is required to complete the entire exchange period, after which they will return to their Employing Authority.
   c. The Exchange Participant is not entitled to return to their substantive Employing Authority position during the exchange period, unless the exchange counterpart agrees and both Employing Authorities permit.
   d. The Exchange Participant will undertake exchange duties in accordance with the requirements of the Host Authority, irrespective of their substantive position within their Employing Authority. The Host Authority will take the Exchange Participant’s qualifications and experience into account when assigning duties.
   e. During the exchange period, the Exchange Participant 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.
   f. The Exchange Participant will not seek, nor the Host Authority offer them, a position of permanent service during the exchange and for one year following.
   g. The Exchange Participant will not apply for, nor the Employing Authority facilitate, any promotion position or transfer to a position that must be taken up during the exchange period.
   h. The Exchange Participant is not entitled to participate in any scholarship or fellowship program while on exchange which will impinge on the exchange.

2. **ORIENTATION:** In-school orientation will be provided by the Host Authority to the visiting Exchange Participant, including:
   a. day one or prior-to-school orientation;
   b. appointment of a school support sponsor to help ensure the provision of prepared programs, plans and resources, and to assist in the establishment of a classroom;
   c. regular feedback to the Exchange Participant as to performance.

3. **PROFESSIONAL DEVELOPMENT DAYS:** The visiting Exchange Participant will be provided professional development days as available to regular staff within the Host Authority (eg, the 1st day of Terms 1-3 in NSW).
   a. The number of additional professional development days provided to the visiting Exchange Participant to be used toward exchange-specific professional activities, school visits and conferences will be: ____________ (eg, 3-5 school-based professional learning fund days. Individual Host Authority nominations may differ)

4. **LEAVE:** The visiting Exchange Participant will be entitled to annual or sick leave in accordance with the usual entitlements of Host Authority employees. Any leave taken during the exchange will reduce future entitlements for the Exchange Participant with their Employing Authority.
   a. The Host Authorities will fund replacement staff costs for this leave up to the following number of days (eg, 20 days): _______ (number will be inserted after an exchange is confirmed according to host authority nomination)
   b. After this number of days, the Employing Authority will be consulted for leave approval, and will be liable for the cost of subsequent replacement staff costs.

5. **EXCEPTIONAL CIRCUMSTANCE LEAVE:** Approval must be obtained from both the Host and Employing Authorities where leave for exceptional circumstances is requested by an Exchange Participant. The Employing Authority is liable for replacement staff costs for the period of approved leave. Any leave taken will reduce future entitlements for the Exchange Participant with their Employing Authority. Maternity leave will be approved and resulting replacement staff costs funded by the Employing Authority as per Employing Authority entitlements. (If the exchange is terminated by an Exchange Participant due to pregnancy, Item 6 terms will apply.)

6. **EARLY TERMINATION BY EXCHANGE PARTICIPANT:** Exchange is a serious commitment, particularly in view of student rights to uninterrupted education for the agreed exchange period. Therefore, it is acknowledged that early termination will cause inconvenience, have serious financial implications, and may compromise the future career of the Exchange Participant seeking termination.
If, after discussion with their Exchange Coordinator, the visiting Exchange Participant terminates the exchange early:

a. their exchange counterpart will continue in the Host Authority exchange position for the remainder of the pre-determined exchange period (unless the Host Authority, Employing Authority, the exchange counterpart and Exchange Participant agree to terminate the exchange with effect from some earlier date – in which case until that date).

b. From the date of any early return or early withdrawal until the date the exchange was due to conclude (or other date as agreed), the Exchange Participant shall be deemed to be on leave without pay (unless the participant applies for and would in usual circumstances be entitled to receive paid sick leave, or the participant has accrued entitlement to extended leave and applies for such extended leave, in which circumstance the Exchange Participant shall be granted such leave).

7. **EARLY TERMINATION BY HOST AUTHORITY:** The Host Authority may terminate the services of the visiting Exchange Participant on the following grounds: for reasons of negligence, inefficiency in relation to their duties, improper conduct, or being charged with a criminal offence requiring suspension. In the case of such termination, the exchange counterpart will continue in the Host Authority position for the remainder of the pre-determined exchange period, unless the Host Authority, Employing Authority, exchange counterpart and Exchange Participant agree to terminate the exchange with effect from some earlier date.

Host Authority concerns regarding a visiting Exchange Participant’s efficiency in the performance of their duties or any other issue should be raised at the earliest opportunity with the Exchange Participant, Employing Authority and Coordinating Bodies. All parties will cooperate to promptly resolve allegations or disputes.

**Conditions of Termination:**

a. Termination for performance issues may be considered after the visiting Exchange Participant has had the opportunity to respond to, and address clearly, outlined teaching/professional expectations from the Host Authority.

b. Termination arrangements should first be discussed with the Employing Authority. If, for performance issues, evidence indicates that all support options have been exhausted, or, for other grounds, that appropriate procedures have been followed, then the Employing Authority should support the Host Authority’s early termination decision.

c. The Exchange Participant whose assignment has been terminated will be subject to the applicable legislative and industrial processes of their Employing Authority upon their return which may be: disciplinary action, alternative placement, access to paid or unpaid leave, or eligibility for casual employment with their Employing Authority.

8. **WORKERS COMPENSATION / EMPLOYER LIABILITY INSURANCE:** Exchange participants will continue to be covered by their Employing Authority for workers compensation for injuries sustained in the normal course of their duties for the Host Authority according to the scheme of the Employing Authority. Appropriate alternative insurance must be organised by the Exchange Participant where their Employing Authority’s insurance does not cover them during exchange.

9. **PERSONAL RESPONSIBILITIES OF EXCHANGE PARTICIPANTS:** Exchange Participants are personally responsible for:

a. arranging to exchange accommodation or otherwise provide suitable accommodation for their exchange counterpart for the duration of the exchange, and if returning home before the completion of the exchange, to provide the original accommodation for their counterpart for the remainder of the exchange (or such alternative as desired by the Exchange Participants).

i. Terms of accommodation must be negotiated directly between the Exchange Participants and are wholly their responsibility.

ii. After acceptance of the exchange, any change in accommodation requires approval by the exchange counterpart and notification to exchange coordinators.

b. providing evidence of satisfactory health prior to the exchange, and funding all health and medical expenses and any insurance required for self and dependents while on exchange;

c. organising and funding all exchange travel arrangements and associated costs for self and dependents;

d. complying with registration requirements of the Host Authority, and with normal immigration and entry requirements of the host country.

10. **SIGNED BY:**

(from State/Province/Country: New South Wales, Australia)

Participant: Name ___________________________________ Signature __________________ Date ________

Authority: School/District _______________________________ Signature __________________ Date ________

(School Name)                       (Principal)

Obligations of Parties Involved in Exchange Aug 2008