# Victorian International Teaching Fellowship Program (VITF Program)

## TERMS AND CONDITIONS

### Definitions

**DET** means the Department of Education and Training in Victoria;

**IED** means the International Education Division of the Department of Education and Training in Victoria;

**Host Authority** means the educational authority that a Participant is placed for the VITF Program;

**Local Education Authority** means the Participant’s usual educational authority;

**Participant(s)** means an applicant or applicants who have been offered and have accepted an exchange placement in the VITF Program;

**Terms and Conditions** means these terms and conditions of application for the VITF Program;

**VITF Program** means the Victorian International Teaching Fellowship Exchange Program;

**ITA** means International Teachers’ Association.

Applicants should read carefully the Terms and Conditions below which apply to every participant.

### Eligibility

1. The program is open to teachers and school leaders from Government, Catholic and Independent schools in Victoria. Teachers working in primary, secondary and special schools are eligible.

2. Applicants must be in ongoing positions at the time of application, with a minimum of four years tertiary education and five years cumulative teaching experience gained through casual, temporary or permanent work at the commencement of the exchange.

3. All applicants must be suitably qualified to teach in a Victorian school, and registered as a teacher with the Victorian Institute of Teaching (VIT).

4. Participants must have a record of sustained excellence in teaching and must be prepared to participate in varied teaching situations.

5. Program participation is generally only awarded to Australian citizens and permanent residents. Participation is dependent on the acceptability of the applicant (and the applicant's family, where relevant) to the host country. Prior to the offer of a placement, the applicant may seek to establish the acceptability of the applicant and the applicant’s family to the host country.

6. The applicant's principal must recommend the applicant’s participation in the VITF Program. In the case of an application submitted by a principal, the applicant must be recommended by the relevant regional director or their designated representative.

### Term

7. The term of the Program is 12 months. Participants usually exchange teaching positions and housing for the period of a school year (January to December). In some cases, Participants may be required to sign a contract or other document that stipulates that they remain in the overseas posting for that period of time. They will not be able to resume their previous posts in Victoria until that period has expired.

8. Teachers and school leaders participating in the program must be exemplary representatives of their profession, education authority and country. They are expected to conduct themselves in an impeccable manner at all times during the term of the program. Participants are required to comply with the conduct requirements set out in paragraph 14 below.

### Employment and salaries

9. Participants remain in the employment of their Local Education Authority and have their salary remitted to them while they are overseas. Allowances that do not constitute part of a Participant’s ordinary salary will not be paid to Participants (e.g. first aid allowance). The Local Education Authority is responsible for the administration of salaries and (subject to the Tax section below) related tax arrangements during the exchange year. Participating schools do not receive additional funding.

10. Incoming Participants will also remain in the employ of their overseas Local Education Authority and will not be paid a salary by their Victorian Host Authority.

11. During the VITF Program, Participants must work under the direction of and abide by, the requirements of the Host Authority in relation to the delivery of curriculum, e.g. pedagogy, assessment and reporting practices and other professional duties as appropriate. Participants must obey all lawful instructions given by any officer of the Host Authority who is legally capable of giving such instructions.

12. Participants employed by the DET will retain his or her position with their Local Education Authority on return from their exchange year except where otherwise provided under these Terms and Conditions. Where the school has undergone a merger or has closed, the staffing arrangements that will apply are set out in the DET’s School Merger or Closure Staffing Guide. Participants employed by Catholic Education Melbourne or an Independent School are required to check these arrangements with their own Local Education Authority.

### Tax

13. The DET cannot give Participants specific advice on any tax consequences of participating in the VITF Program. Participants should seek their own advice in relation to tax implications and any host country taxation requirements.

### Conduct whilst on exchange

14. Participants must:

a) be a good ambassador for their Local Education Authority and Victoria at all times;

b) avoid any act (including oral or written communication online or otherwise) that could damage the DET’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 (including communications that may be politically, ideologically or culturally insensitive);

c) comply with all laws, rules, regulations, policies and standards applicable to the teaching profession in Australia, the VITF Program and the overseas country or countries and institutions which will be visited by Participants as part of the VITF Program.

15. For the avoidance of doubt, Participants continue to be bound by their Local Education Authority’s policies and procedures. A breach of any applicable policies and procedures by a Participant may lead to disciplinary action during the exchange program.

### Conduct whilst on exchange

16. Participants will continue to receive their salaries while they are overseas, with continuing deductions for superannuation and, subject to international taxation agreements, for income tax (including Medicare and any other government levy). Applicants should be aware that exchange rates can fluctuate considerably and Participants must make their own appropriate financial arrangements and be responsible for all of their own subsistence and other costs incurred in the exchange year.

17. Participants pay all their own travelling costs, and are responsible for their own insurance arrangements. Participants must meet the costs of all fares for the forward and return journey (in addition to any other travel they arrange) for themselves and their families, and to make their own passport and visa arrangements at their own cost.

### Insurance, health and other obligations

18. All Participants must pay for and make their own insurance arrangements.

19. The DET recommends that Participants exercise due diligence when making insurance arrangements. It is important for Participants to consider what insurance will cover them while they are away and whether there may be instances where they are not covered. Participants should consider where, for example, their insurance policy may or may not cover them if their exchange partner withdraws from the VITF Program.

20. The DET recommends that Participants seek advice from their insurer and check whether there are any options for overseas cover or whether their Australian cover will be affected by their participation on the VITF Program.

21. Applicants for the VITF Program must have a medical examination at their own expense and submit a current medical report with their application. Before travelling overseas, Participants must obtain their own advice on the vaccinations required. Medicare will not apply in respect of medical and allied services outside Australia, except in certain countries. Participants will have to pay their Medicare levy while they are on their exchange year.

22. DET Participants will continue to be covered by the DET for workers compensation for injuries sustained in the normal course of their duties for the Host Authority under the DET’s workers compensation scheme. Participants employed by Catholic Education Melbourne or an independent school are required to check workers compensation arrangements with their Local Education Authority

23. The exchange of housing is a condition of the VITF Program and both Participants are to have the sole occupancy of the entire property for the duration of the exchange.

24. Current photographs of the rooms within the house or exterior areas of the property to be exchanged must be submitted with each application.

25. Participants are encouraged to maintain house and contents insurance while they are on exchange. Participants should notify their insurer of their absence and seek advice as to the fact that their exchange partner (and possibly their family) will be residing in their house for the period of the exchange. If Participants do not have house and contents insurance, they should seek advice on arranging appropriate insurance while on exchange.

26. While on exchange, Participants will continue to pay any mortgage repayments, property taxes, rates or rent in Victoria. Likewise the overseas exchange Participants will continue to pay any mortgage, property taxes and rates or rent in relation to their property. Where Participants rent their property, they are required to obtain their landlord’s approval for the use of the property envisaged by the VITF Program.

27. All Participants are expected to pay for amenities (gas, electricity etc.) in the accommodation in which they are residing for the exchange year.

The exchange of motor vehicles is not recommended and any arrangement to do so are entered into at the Participant’s own risk. The DET is not responsible for any arrangements or negotiations between Participants concerning motor vehicles.

### Cancellation and early termination

28. A VITF Program or a Participant’s involvement in it may be cancelled or terminated early in a range of circumstances. This includes but is not limited to instances where either the Participant or their exchange partner teacher (or their exchange partner teacher’s participating institution) withdraws from the VITF Program and a replacement Participant or exchange partner teacher is not successfully matched.

29. Participants are required to complete the entire exchange period unless the VITF Program has been terminated early in accordance with these Terms and Conditions.

30. Participants must notify DET immediately of any decision to withdraw from the VITF Program. Participants must not seek to withdraw from the VITF Program other than in exceptional circumstances, including:

(a) that the Participant is no longer eligible to teach;

(b) that the Department of Foreign Affairs and Trade (DFAT) has issued a warning about safety concerns in relation to the Participant’s Host Authority’s location that prejudices the Participant’s participation in the VITF Program; and

(c) illness or other circumstances which are beyond the Participant’s control and prevent the Participant from participating in the VITF Program.

31. 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 usual position with their Local Education Authority during the exchange period, but will be deemed to be on leave without pay.

32. Prior to a Participant withdrawing from the VITF Program, IED should be provided with an opportunity to rematch Participants (where appropriate).

33. Similarly, if the Participant’s exchange partner teacher (or their exchange partner teacher’s participating institution) withdraws from the VITF Program, IED will require the opportunity to identify a suitable replacement exchange partner teacher, Participants should not seek to withdraw from the VITF Program in the meantime, other than in accordance with these Terms and Conditions.

34. At any time during the exchange period, the DET reserves the right to withdraw the Participant from the Host Authority and request that the Participant return to Victoria in circumstances that the DET deems appropriate. In these circumstances, the Participant must return and fulfil any position directed by the DET.

35. In the event that the Host Authority, with the agreement of the Local Education Authority, seeks to terminate the services of a Participant in the VITF Program early for demonstrated reasons including performance issues or improper conduct, the Participant will be subject to their Local Education Authority’s legislative and industrial processes, which may include alternative placement or disciplinary action.

36. Participation in the VITF Program is liable to be cancelled without notice in the event of a Participant being convicted of a criminal offence, or conducting him/herself in such a manner that would warrant the dismissal of a teacher similarly conducting him/herself, who was employed by that authority.

37. Participants accept and agree that the DET will not be liable for and will not reimburse Participants for any loss or damages (including without limitation the cost of flights) that may be incurred by the Participant as a result of the cancellation or early termination or withdrawal from the VITF Program at any time for any reason.

### VITF Professional Learning Program

38. The VITF Program is a 12 month professional development opportunity. Prior to departure, all Participants are required to participate in the equivalent of no less than 2 days of professional development in preparation for the exchange. As part of this VITF Program, all VITF Participants are required to complete a research project that is aligned with their school’s Framework for Improvement Outcomes priorities as listed in their school’s Annual Implementation Plan or equivalent and their professional development goals. During their exchange, Participants are expected to participate in four guided webinars, related to the research project and, facilitated by the DET.

39. At the end of the exchange, Participants must produce a written report and present their research and their findings, to DET, their school and network.

40. The learnings from this research will provide the Local Education Authority, and any other interested parties across the system, with information on worthwhile overseas initiatives and practices which may be considered for use in Victoria.

41. Participants agree to grant DET with an irrevocable, non-exclusive, royalty-free right to use and sub-licence all intellectual property (including without limitation rights of copyright) (including rights to reproduce the work and communicate it to the public) in any works or material produced in part of whole by Participants in relation to the VITF Program (including the VITF Program Professional Learning Program) (with or without amendment) for any purpose. This licence includes, without limiting its generality, permission to post any works or material prepared in part of whole by the Participant on the DET’s website or the dissemination of this work or material to professional associations for any purpose.

### Travel approval

42. Travel by DET employees is required to be endorsed and/ or authorised according to the DET Travel Policy for it to be covered under the Workplace Injury Rehabilitation and Compensation Act 2013 (WIRC 2013). NOTE: Travel applications will be required to be endorsed by the school principal, the Regional Director, International Education Division, and approved by the Deputy Secretary Regional Services Group. Participants employed by Catholic Education Melbourne or an independent school are required to identify and abide by their own travel policy requirements.

### Leave

43. Participants do not require leave to participate in the VITF Program, as Participants continue to undertake work in their capacity as an employee of their Local Education Authority during the exchange.

44. During the exchange, leave arrangements will usually be in accordance with the Host Authority’s requirements unless otherwise agreed between the parties. Any leave taken by a Participant during the exchange program will reduce future entitlements for the Participant with their Local Education Authority.

### Promotion of the Program

45. Participants are expected to provide reasonable support to IED in publicising and promoting the VITF Program, including participation in media interviews, writing articles, preparing reports or other documents and making presentations of their experiences. No material should be published without prior approval by the DET.

46. Participants hereby consent to the publication and/or use in any form of media of their name and/or any material that they have produced in connection with the VITF Program for publicising it without payment or compensation.

### Information and privacy

47. Participants must comply with reasonable information requests from the DET and provide the information including any documents requested by the dates requested.

48. Participants hereby consent to security and probity checks to be conducted and for the personal information they have provided to be used and disclosed to third parties to check the accuracy of the information provided and to determine their suitability for the VITF Program.

49. The information contained in this application is being obtained for the purpose of participation in the VITF Program. Participants consent to this information being used by the DET for identifying Program Participants, matching exchange counterparts and otherwise administering and publicising the program. In doing so, other persons/agencies may be provided with this information including overseas and interstate exchange coordination bodies and support organisations which assist in preparing Participants for their experience, such as ITA, Catholic Education Melbourne and Independent Schools Victoria. Provision of this information is voluntary. If Participants do not wish this information to be given to support organisations, Participants must inform IED of this in writing. In such instances, it is possible that individuals will not be able to participate in the VITF Program. DET’s storage of the information will be in accordance with information privacy policies and legislative requirements. Participants may access and correct any information provided by contacting IED on Tel: (03) 9637 3476 or email vitf@edumail.vic.gov.au.

### Other

50. IED must be notified in writing of any changes in an applicant's personal circumstances, professional position and/or accommodation arrangements immediately of these changes being known to the applicant.

51. IED, Catholic Education Melbourne and Independent Schools Victoria must immediately notify one another (as appropriate) of any changes or concerns relating to a Participant that may impact that Participant’s participation in the VITF Program.

52. These Terms and Conditions apply to all Participants. However, exceptions may be granted in the absolute discretion of the DET based on the Participant’s individual needs and circumstances.

53. These Terms and Conditions are subject to change at any time without prior notification.

54. It is mandatory that all Participants attend the arranged briefing/s program prior to their departure. Participants will be notified by email of the date and venue.

55. Participants will also be required to comply with the appropriate terms and conditions of the Program imposed by their Host Authority. Participants should ascertain these terms and conditions prior to their departure at the earliest possible date.