

ITAS – Indigenous Tutorial Assistance Scheme

Woolyungah Indigenous Centre, University of Wollongong

The University of Wollongong Centre of Learning, Research and Support for Aboriginal and Torres Strait Islander People

- ITAS 2009 Tutor Retainer Agreement-

This form is to be completed if you wish to register with the ITAS program to provide tuition to Indigenous students. A Letter of Approval will be sent when work is confirmed. Tutoring **cannot** commence until you receive a Letter of Approval. You must supply certified copies of your qualifications when you return this form. This form is **not** a guarantee of engagement with the ITAS program.

SECTION 1: YOUR DETAILS

(Please **CIRCLE** where required)

1.1 Title: Mr. / Mrs./ Miss / Ms / Other _____

1.2 Family Name: _____

1.3 Given Name(s): _____

1.4 Aboriginality status:

Are you of Australian Aboriginal or Torres Strait Islander descent?

Yes / No

1.5 Date of Birth: (dd/mm/yyyy) ____/____/____

1.6 Your UoW student number: _____

1.7 Home address: _____

1.8 Mailing address: (if same as Q6, write 'same')

1.9 Contact Details:

Home: (_____) _____

Work: (_____) _____

Mobile number: _____

Email address: _____

SECTION 2: QUALIFICATIONS

2.1 List the qualifications you may have or the level of education you have obtained to date. (You may add additional pages to this form).

SECTION 3: SUBJECT PREFERENCES

3.1 List the subject preferences that you would like to tutor.

3.2 Have you worked with Indigenous students before?

Yes / No

If yes, give details.

SECTION 4: EMPLOYMENT DETAILS

4.1 Are you an employee of the University of Wollongong?

Yes/ No

If yes, in what capacity are you employed?

4.2 What is your UoW employee number?

SECTION 5: DECLARATION

5.1 I declare that:

- The information given in this application form is complete and correct.
- I authorise the University of Wollongong to obtain information from and give information to other organizations, details about myself relevant to the administration of ITAS assistance.
- I will notify the University of Wollongong in writing of any changes to the information supplied on this application form within seven (7) days of the change occurring.

I _____, have read and understand the above declaration and hereby agree to be bound by it.

Signature

Date: ____/____/____

Note: Any queries from students or tutors concerning provisions of, or payment for services described on this form should be made to the ITAS Coordinator at the Woolyungah Indigenous Centre, University of Wollongong.

YOUR INFORMATION AND PRIVACY

The Privacy Act 1988 protects personal information held by Commonwealth Government Agencies. However, the information Act also allows for us to give your personal information to another person or agency only:

- ◆ If you agree, or
- ◆ Where you are reasonably likely to have been aware that the information is usually disclosed to that person or agency, or
- ◆ Where the disclosure of your information is necessary for the enforcement of criminal law or a law imposing fine, or for the protection of the public revenue, or
- ◆ If the disclosure is authorised by law.

The University of Wollongong takes privacy responsibilities seriously and will maintain the confidentiality of the electronic and written information about you. If you believe your privacy has been breached you can contact the University directly to have the matter investigated. If you wish you can contact the Privacy Officer on (02) 4221 3917 and have the matter independently investigated. Or you can write to the Privacy Officer, University of Wollongong, Northfields Ave, Wollongong, NSW 2522.

NOTE: Please return completed Tutor Agreements to Reception.

ITAS – Indigenous Tutorial Assistance Scheme

Woilyungah Indigenous Centre, University of Wollongong

The University of Wollongong Centre of Learning, Research and Support for Aboriginal and Torres Strait Islander People

- General Conditions of Agreement –

General Definitions

These general conditions apply to the services conducted for the Woilyungah Indigenous Centre (WIC) under Indigenous Tutorial Assistance Scheme (ITAS). On signing this General Condition of Agreement document, the signatory becomes eligible as a tutor with the University of Wollongong (UoW) to provide tutorial services relating to the those agreements from the date of the approval of the agreement until the end of the current calendar year.

Tutorial services involve the provision of:

- Tutorial assistance for the student under ITAS, and/or
- Educational assessment of students.

Provision of Service

I shall provide services set down under the ITAS Tutor Retainer Agreement form and shall:

- ◆ Not provide services before signing this form and not before receiving a 'Letter of Approval';
- ◆ Provide the WIC with evidence of my qualifications;
- ◆ Provide proof of identification;
- ◆ Only provide services on behalf of the WIC while the student(s) remain(s) to the best of their knowledge eligible for ITAS.

In providing tutorial services I shall:

- ◆ Provide a program of tuition which develops the students' skills but which shall not include completing assignments of course work set by the University of Wollongong.
- ◆ Provide the Centre with a written outline of the proposed work program within two weeks of the commencement of tuition.
- ◆ Suspend tuition and notify the Centre when a student is absent from arranged sessions on two consecutive occasions.
- ◆ Submit an ITAS Student Progress Report when requested and agree that the Report may be made available to the ITAS applicant.

I understand that the Centre may check the following information provided to it with:

- ◆ Educational institutions – to verify professional qualifications and also to ensure that I am not the students' regular class or subject teacher.
- ◆ Referees to verify written references.
- ◆ Employers to verify work history.
- ◆ Other persons or bodies to verify an experience and/or suitability claimed.
- ◆ Students and/or teachers to ensure acceptability as a tutor.

As the tutor I understand that:

- ◆ This is a contract for services with the WIC providing tutorial services as an employee of the UoW;
- ◆ Payment will not be made for services which are outside the period of contract stipulated in the Letter of Approval or which are in excess of the agreed number of hours per week;
- ◆ The ITAS Claim Form is to be signed by the student(s) on each occasion of tuition;

- ◆ Payment for tutorial services will be at the rate set out in the Letter of Approval;
- ◆ In the event of a claim for a session where a student(s) was unexpectedly absent, payment may be made for a maximum of one (1) hour at the agreed hourly rate;
- ◆ Payment of my service will be made when the WIC receives my completed ITAS Claim Form which includes the signature of the student(s) involved in each session;
- ◆ I shall not disclose or retain or make public any information or material required or produced during my service without the written approval of the WIC.
- ◆ Varying or extending this agreement shall not be legally binding unless in writing and signed by both parties (WIC and the tutor);
- ◆ I am required to cease or vary work upon written notice from the WIC. I understand that this request for termination or variation of my ITAS contract may occur at anytime.

Indemnity

As the tutor I shall indemnify and keep indemnified UoW against any claim, demand, action suit or proceedings that may be made or brought by a person against the University of Wollongong, its employees or agents in respect of loss or damage to any property as a result of an unlawful or negligent act or omission by myself including any costs and expenses that may be incurred with any such claim, demand, action, suit or proceedings.

Law of Agreement

The Agreement shall be governed by, and constructed in accordance with, the law for the time being in force in New South Wales.

Conflict of Interest

I agree that, at the time of signing the General Conditions of Agreement that is no conflict of interest in existence which might affect my ability to meet obligations under the ITAS Agreement, and that WIC shall be informed of any situation which may arise during the term of the ITAS Agreement which could lead to a conflict of interest.

Signature

I have read and understand the General Conditions of Agreement, and the Privacy Act 1988, and hereby agree to be bound by them.

Signature: _____

Date: ____/____/____

This copy remains with the ITAS Tutor Retainer Agreement.

ITAS – Indigenous Tutorial Assistance Scheme

Woilyungah Indigenous Centre, University of Wollongong

The University of Wollongong Centre of Learning, Research and Support for Aboriginal and Torres Strait Islander People

- General Conditions of Agreement –

General Definitions

These general conditions apply to the services conducted for the Woilyungah Indigenous Centre (WIC) under Indigenous Tutorial Assistance Scheme (ITAS). On signing this General Condition of Agreement document, the signatory becomes eligible as a tutor with the University of Wollongong (UoW) to provide tutorial services relating to the those agreements from the date of the approval of the agreement until the end of the current calendar year.

Tutorial services involve the provision of:

- Tutorial assistance for the student under ITAS, and/or
- Educational assessment of students.

Provision of Service

I shall provide services set down under the ITAS Tutor Retainer Agreement form and shall:

- ◆ Not provide services before signing this form and not before receiving a 'Letter of Approval';
- ◆ Provide the WIC with evidence of my qualifications;
- ◆ Provide proof of identification;
- ◆ Only provide services on behalf of the WIC while the student(s) remain(s) to the best of their knowledge eligible for ITAS.

In providing tutorial services I shall:

- ◆ Provide a program of tuition which develops the students' skills but which shall not include completing assignments of course work set by the University of Wollongong.
- ◆ Provide the Centre with a written outline of the proposed work program within two weeks of the commencement of tuition.
- ◆ Suspend tuition and notify the Centre when a student is absent from arranged sessions on two consecutive occasions.
- ◆ Submit an ITAS Student Progress Report when requested and agree that the Report may be made available to the ITAS applicant.

I understand that the Centre may check the following information provided to it with:

- ◆ Educational institutions – to verify professional qualifications and also to ensure that I am not the students' regular class or subject teacher.
- ◆ Referees to verify written references.
- ◆ Employers to verify work history.
- ◆ Other persons or bodies to verify an experience and/or suitability claimed.
- ◆ Students and/or teachers to ensure acceptability as a tutor.

As the tutor I understand that:

- ◆ This is a contract for services with the WIC providing tutorial services as an employee of the UoW;
- ◆ Payment will not be made for services which are outside the period of contract stipulated in the Letter of Approval or which are in excess of the agreed number of hours per week;
- ◆ The ITAS Claim Form is to be signed by the student(s) on each occasion of tuition;

- ◆ Payment for tutorial services will be at the rate set out in the Letter of Approval;
- ◆ In the event of a claim for a session where a student(s) was unexpectedly absent, payment may be made for a maximum of one (1) hour at the agreed hourly rate;
- ◆ Payment of my service will be made when the WIC receives my completed ITAS Claim Form which includes the signature of the student(s) involved in each session;
- ◆ I shall not disclose or retain or make public any information or material required or produced during my service without the written approval of the WIC.
- ◆ Varying or extending this agreement shall not be legally binding unless in writing and signed by both parties (WIC and the tutor);
- ◆ I am required to cease or vary work upon written notice from the WIC. I understand that this request for termination or variation of my ITAS contract may occur at anytime.

Indemnity

As the tutor I shall indemnify and keep indemnified UoW against any claim, demand, action suit or proceedings that may be made or brought by a person against the University of Wollongong, its employees or agents in respect of loss or damage to any property as a result of an unlawful or negligent act or omission by myself including any costs and expenses that may be incurred with any such claim, demand, action, suit or proceedings.

Law of Agreement

The Agreement shall be governed by, and constructed in accordance with, the law for the time being in force in New South Wales.

Conflict of Interest

I agree that, at the time of signing the General Conditions of Agreement that is no conflict of interest in existence which might affect my ability to meet obligations under the ITAS Agreement, and that WIC shall be informed of any situation which may arise during the term of the ITAS Agreement which could lead to a conflict of interest.

Signature

I have read and understand the General Conditions of Agreement, and the Privacy Act 1988, and hereby agree to be bound by them.

Signature: _____

Date: ____/____/____

Please retain this copy for your records.