



Southern Cross Education Institute
Higher Education

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WORK PLACEMENT AGREEMENT

**SOUTHERN CROSS EDUCATION INSTITUTE
(HIGHER EDUCATION) PTY LTD (ACN: 605 294 997)**

AND

WORK PLACEMENT PROVIDER NAMED IN SCHEDULE 1

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THIS AGREEMENT

BETWEEN

Southern Cross Education Institute (Higher Education) Pty Ltd (ACN: 605 294 997) (“SCEI-HE”)

AND

.....
(name of placement agency)

AND

.....
(The student)

RECITALS

- A. SCEI-HE is a higher education provider that delivers qualifications in the Course to the Student.
- B. The parties are entering into this Agreement to allow the Student enrolled in the Course to undertake Placement at the Host for mutual benefit.
- C. The parties have agreed the Placement will be subject to the terms and conditions set out in this agreement.

OPERATIVE PART

1. Definitions and interpretation

This agreement is governed by the law of Victoria, and the parties submit to the non-exclusive jurisdiction of the courts of that State.

In the interpretation of this agreement:

- (a) References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
- (b) Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, words denoting one gender include all genders and references to documents or agreements also mean those documents or agreements as changed, novated or replaced;
- (c) Grammatical forms of defined words or phrases have corresponding meanings;
- (d) Parties must perform their obligations on the dates and times fixed by reference to the capital city of Victoria;
- (e) Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
- (f) If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day;

- (g) References to a party are intended to bind their heirs, executors, administrators, successors and assigns; and
- (h) Obligations under this agreement affecting more than one party bind them jointly and each of them severally.

The following definitions apply to this agreement:

- **“Commencement Date”** of this Agreement means the date on which this Agreement has been signed by both parties.
- **“Confidential Information”** means all information in whatever form be it oral in writing or electronic concerning SCEI-HE or any related entity likely to damage the business of the SCEI-HE or related entity if disclosed to a third party but does not include information that is in the public domain or was known to the third party;
- **“Course(s)”** means the course(s) identified in Schedule 1
- **“Host”** means the entity identified as the work placement provider in Schedule 1
- **“Intellectual property”** means all forms of intellectual property rights throughout the world – letters, patents, trademarks, designs, copyrights, inventions, drawings, computer programs, confidential information, trade secrets, know-how and rights of a similar nature existing anywhere in the world, whether registered or unregistered
- **“Month”** means calendar month
- **“Parties”** means the parties to this agreement as set out in Schedule 1
- **“Placement”** means the work placement of the Student with the Host pursuant to this agreement
- **“SCEI-HE”** means Southern Cross Education Institute (Higher Education) Pty Ltd (ACN: 605 294 997)
- **“Special Conditions”** means the special conditions set out in Schedule 5
- **“Student”** means the student named in Schedule 1

2. Obligations of SCEI-HE

SCEI-HE agrees that it shall perform all the responsibilities set out in Schedule 2.

3. Obligations of the Host

The Host agrees that it shall perform all the responsibilities set out in Schedule 3.

4. Obligations of the Student

The Student agrees that it shall perform all the responsibilities set out in Schedule 4.

5. Term of Agreement

The Term of this Agreement will commence on the Commencement Date and will end upon termination in accordance with this agreement or on such other date as agreed in writing between the parties.

6. Statutory obligations, insurances and registrations

- (a) Both parties will comply with their statutory obligations, including but not limited to compliance with:
 - (i) Any applicable industrial awards and agreements;
 - (ii) Minimum terms and conditions of employment including those in respect of long service leave, annual leave, parental leave and sick leave;
 - (iii) Applicable industrial relations and anti-discrimination legislation; and
 - (iv) Occupational health and safety and worker's compensation legislation.
- (b) For the avoidance of doubt, the Student is not an employee, the Placement is voluntary and the provisions of 6(a) do not apply to the Student.
- (c) Prior to the date of this agreement both parties must obtain, and thereafter must maintain during the period of this agreement, current policies of insurance, in respect of the services, against:
 - (i) All third-party risks in relation to persons and property including public liability insurance;
 - (ii) Workers' compensation claims; and
 - (iii) Negligence by each party or their employees.
- (d) Both parties acknowledge they are solely responsible for all remuneration, expenses, taxes, leave entitlements, superannuation, workers compensation and other insurances in respect of them or their employees.

7. Confidential Information

The Host shall not at any time or for any reason, whether during the term of this agreement or after its termination, divulge any Confidential Information to any third party and they hereby indemnify SCEI-HE and any related entity against any loss or damage they may suffer as a result of the breach of confidentiality.

8. Intellectual property

- (a) The Host and Student acknowledge that the Intellectual Property created by SCEI-HE, the Student, servants or agents in the course of the work placement hereunder are the absolute property of SCEI-HE and that the Host shall do all things and sign all documents that may be necessary to vest such Intellectual Property in SCEI-HE.
- (b) The Host and Student irrevocably appoint SCEI-HE to be their attorney to do all things and sign all documents that may be necessary to vest such intellectual property in SCEI-HE.

9. Indemnity

- (c) The Host unconditionally and irrevocably indemnifies SCEI-HE against any and all damages and losses to persons or property and all costs and expenses which are incurred by or claimed from SCEI-HE in relation to this agreement which must be paid to SCEI-HE immediately on demand.
- (d) This indemnity continues until the activity creating the risk of loss comes to an end.
- (e) The Host's obligation is a primary obligation, and SCEI-HE is not obliged to proceed against any other person before making a demand for payment hereunder.

10. Variation to this agreement

This agreement may be varied by Special Condition and in the event of any inconsistency between the provisions of the agreement and Special Conditions, the Special Conditions will prevail to the extent of any inconsistency.

11. Termination by notice

Either party may terminate this agreement by one month written notice to the other, however, any Students on placement with the Host at the time of the notice shall be allowed to continue and complete their placement with the Host.

12. Termination without notice

- (a) Either party may immediately terminate this agreement if the other party:
- (i) Commits any serious or persistent breach of this agreement which is incapable of rectification; or
 - (ii) Fails to remedy a breach of any provision of this agreement within one week of receiving a notice from the other party identifying the breach and requiring the breach to be remedied; or
 - (iii) Becomes bankrupt or goes into liquidation or makes any assignment arrangement or composition with creditors on the happening of the event; or
 - (iv) Is subject to a finding of guilt for a criminal or civil offence, other than an offence which does not affect the other party's ability to perform their duties; or
 - (v) Ceases business.

13. Delivery upon termination

Upon termination of this agreement, the Host must:

- (a) Immediately deliver to SCEI-HE any hardware, software, plant or equipment owned by SCEI-HE in the possession of the Host together with all documents, plans, lists, inventions, and intellectual property arising out of the Placement; and
- (b) Disclaim any association with SCEI-HE.

14. Dispute resolution

(a) **General**

If a dispute arises out of or relates to this agreement, including any dispute as to breach or termination of the agreement or as to any claim in tort, in equity or pursuant to any statute, neither party may commence any court or arbitration proceedings relating to the dispute unless they have complied with this clause except where they seek urgent interlocutory relief.

(b) **Notice specifying the nature of the dispute**

- (i) The party to this agreement claiming that a dispute has arisen under or in relation to this agreement must give written notice to the other party to this agreement specifying the nature of the dispute.

- (ii) On receipt of the notice referred to in this clause by that party, both parties must endeavour to resolve the dispute expeditiously using informal dispute resolution techniques such as mediation, expert evaluation, determination or similar techniques agreed by them.

(c) **Mediation**

- (i) If the parties do not agree within 7 days of receipt of the notice, or such further period as agreed in writing by them, as to:
 - (1) The dispute resolution technique and procedures to be adopted;
 - (2) The timetable for all steps in those procedures; and
 - (3) The selection and compensation of the independent person required for such technique,
- (ii) then they must mediate the dispute in accordance with the mediation rules of the recognised professional association for solicitors in the State of Victoria.
- (iii) The president of this professional association or the president's nominee will select the mediator and determine the mediator's remuneration.

(d) **Proceedings**

If the mediation referred to above is not completed within four weeks of reference to a mediator, then either party may commence any court or arbitration proceedings relating to the dispute as they see fit.

(e) **Associated costs**

The costs of the mediation will be borne equally by the parties.

15. Relationship of the parties

The parties acknowledge that this agreement is intended as an agreement for work placement of the Student and does not create any other relationship and, in particular, not the relationship of employer and employee, principal and agent or the relationship of partnership. For clarity, at no time during the Work Placement will the Student be or deemed to be an employee of the Host.

16. Entire agreement

This agreement supersedes all previous agreements, understandings, negotiations, representations and warranties about its subject matter and embodies the entire agreement between the parties about its subject matter.

SCHEDULE 1 – PARTIES

Higher Education Provider	Southern Cross Education Institute (Higher Education) Pty Ltd (ACN: 605 294 997)
Contact details for Higher Education Provider	<p>Primary Contact Name: Mr Jake Franklin (Work Placement Assessor)</p> <p>Phone: 03 8290 6349</p> <p>Address: 530 Victoria Street, North Melbourne VIC 3051 (Victoria)</p> <p>14-16 Grote St, Adelaide SA 5000 (South Australia)</p> <p>Email Address: bhcs.placements@scei-he.edu.au</p>
Work placement provider (Host)	
Contact details for Host	<p>Primary Contact Name:</p> <p>Phone:</p> <p>Address:</p> <p>Email Address:</p>
Course	Bachelor of Human and Community Services
Student:	
Student ID:	
Contact details for Student	<p>Phone:</p> <p>Address:</p> <p>Email Address:</p>
Placement commencement and end date	<p>First or Second Placement:</p> <p>Start Date:</p> <p>Expected End Date:</p>

SCHEDULE 2 – RESPONSIBILITIES OF SCEI-HE

SCEI-HE RESPONSIBILITIES

BEFORE THE PLACEMENT

1. Provide equal opportunity to all students in accessing placements and provide for reasonable adjustment where necessary.
2. Make contact with the Host Agency and negotiate the work placement program, including the student selection process and the type of activities the Student will undertake.
3. Discuss Student safety with the Host Agency to ensure that the Student is not placed in a work situation where there are:
 - a. General unacceptable workplace risks or working conditions.
 - b. Identified OH&S risks or issues
 - c. Specific unacceptable risks or hazards due to the Student's age, maturity, ability, disability or medical condition.
4. Advise the Host Agency in writing of any relevant medical or other factors that may affect the Student's health and safety or the health and safety of others while on placement.
5. Ensure that both the Host Agency and Student have a copy of, and fully understand the work placement support materials.
6. Ensure that the Student signs a work placement agreement prior to, or as soon as practicably after, commencing the Placement.
7. Ensure the Student has fulfilled any industry-specific requirements, for example, police check, and working with children check as may be required by the Host Agency.
8. Assist the Student in preparing for the placement, ensuring a full understanding of the Placement requirements.
9. Provide the Host Agency and Student with the contact details of the Placement Coordinator/Placement Liaison Officer at SCEI-HE.
10. Provide all required documentation to the Student and Host Agency to support the work placement.

DURING THE PLACEMENT

1. Allocate a Host Supervisor that will:
 - Treat the student as they would an employee and show the same consideration they would show a new member of staff (i.e. welcome and induct the Student into the service, including, but not limited to: the agency's mission, statutory obligations, timetables, daily operations, management structure and meeting schedules).
 - Make available resources, policies and routines to the Student.
 - Collect the Confidential Emergency Contact form (Appendix 1) from the Student.
 - Ensure that the Student is informed of Work Safety Regulations, especially emergency procedures.
 - ☐ Ensure that the Student understands their scope of role when undertaking allocated activities
 - ☐ Ensure student's learning goals are manageable and realistic
 - ☐ Provide a range of social welfare experiences appropriate to the agency and the level of competence of the student
 - ☐ Provide structured supervision to the student at least once per 5 days of attendance, along with ongoing information supervision by a task supervisor, if appropriate.
 - Notify the SCEI-HE Placement Coordinator/Liaison Officer, if necessary of any difficulties arising during placement, so that appropriate action be planned and taken.
2. Make regular contact with the Host Agency Supervisor and Student during the Placement to monitor progress

and provide support as required.

3. Visit the Host Agency to monitor the Student's progress and assess working conditions.
4. If SCEI-HE's contact person is made aware of any accident or incident, they are required to ensure that the student and Host Agency complete an incident form for the accident or incident that occurs within the workplace during the Work Placement.
5. Terminate the placement immediately if there is any concern that the Student's physical or emotional health and safety is placed at risk.
6. Discussion between Host Supervisor and SCEI-HE Placement Coordinator/Officer during Placement:
 - Allocate an appropriately qualified supervisor to the Student. Supervisor must have a qualification at least to the level of Bachelor degree.
 - Discuss placement details and required reports with the Host Supervisor.
 - Communicate practical policies such as work hours, phone use and parking to the Student
 - Inform the Student of any staff meetings they are expected to attend.

AFTER THE PLACEMENT

1. Provide the Host Supervisor with an evaluation form or other method of giving feedback on the work placement program. We invite Agency Supervisors and/or other agency representatives to provide the college with feedback of their experience and suggestions on how to improve the fieldwork experience for all parties involved. This information will remain strictly confidential.
2. Keep an accurate record of the work placement and make sure that this is kept in the Student's file as evidence.

SCHEDULE 3 – RESPONSIBILITIES OF HOST AGENCY

BEFORE THE PLACEMENT

1. In consultation with SCEI-HE Placement Coordinator/Placement Liaison Officer, participate in an appropriate process for selecting students for Placement.
2. Plan for the Student's time during the Placement, including discussing the learning needs of the student with the SCEI-HE contact person.
3. Notify SCEI-HE Placement Coordinator/Placement Liaison Officer of any significant risks, restrictions or legislative requirements imposed during the Placement so that SCEI-HE is able to determine the appropriateness of the Host Agency for Placement.
4. Complete and return to SCEI-HE a signed Work Placement Agreement for each student that will be undertaking Placement with the Host Agency.
5. Allocate Student(s) an appropriately qualified Supervisor who:
 - is equivalent to or higher than the qualification level they are supervising and that this qualification is in a welfare or community work-related discipline.
 - has three year's broad and relevant practical experience (post-qualification) in the community services industry.
 - can only supervise up to three students under direct supervision at the same time.
6. Meet with Student(s) at the beginning of the Placement and provide them with information relating to the Host Agency's policies, procedures, programs and administration.
7. Provide Students with information about what materials and resources are available.
8. Distribute relevant SCEI-HE materials/documentation to Host Supervisor
9. Meet each Student and provide relevant feedback.
10. Ensure required documentation is completed, discussed with Students where relevant, and provided to SCEI-HE at the conclusion of the placement and a copy is retained for archival purposes.
11. Ensure that arrangements are organised for the Student to make up any days they are absent as the total hours must be accounted for
12. Contact SCEI-HE if a Student fails to attend or is experiencing difficulties.
13. Appoint a Supervisor who will:
 - Identify tasks for the Student that will provide a range of relevant experiences
 - Gather resources of benefit to the Student

DURING THE PLACEMENT

1. Appoint a Supervisor who will:
 - Treat the student as they would an employee and show the same consideration they would show a new member of staff i.e. welcome and induct the Student into the service, including, but not limited to: the agency's mission, statutory obligations, timetables, daily operations, management structure and meeting schedules.
 - Make available resources, policies and routines to the Student.
 - Collect the Confidential Emergency Contact form (Appendix 1) from the Student.
 - Ensure that the Student is informed of Work Safety Regulations, especially emergency procedures.
2. Ensure that the Student understands their scope of role when undertaking allocated activities
3. Ensure student's learning goals are manageable and realistic
4. Provide a range of social welfare experiences appropriate to the agency and the level of competence of the student
5. Direct, support and encourage students in undertaking placement activities.

6. Provide structured supervision to the student at least once per 5 days of attendance, along with ongoing information supervision by a task supervisor, if appropriate.
 - Notify the SCEI-HE Placement Coordinator/Liaison Officer, if necessary of any difficulties arising during placement, so that appropriate action be planned and taken.
 - Ensure the student is not utilised as a rostered staff member (included in staff ratios).
 - Notify the SCEI-HE Professional Placement Coordinator/Liaison Officer in a timely manner if the student is not complying with the service policies or regulations, not completing assessment tasks and/or not making satisfactory progress.
 - Sign attendance record of the student
 - Meet with the SCEI-HE Professional Placement Coordinator/Liaison Officer to discuss the student's progress.
 - Maintain a written record of their supervision and review the students' progress at least once per week and at the end of the placement.
7. Ensure that Students can contact their SCEI-HE representative if necessary.
8. Ensure that only Student attendance and duties completed on work placement are signed by the Host Supervisor
9. Ensure that Students participating in work placements are not subjected to any form of sexual harassment, victimization or discrimination, in accordance with equal opportunity and anti-discrimination acts and other similar legislation, and at common law.
10. Report any incidents/accidents immediately to SCEI-HE Placement Coordinator/Liaison Officer and complete an incident report for each incident/accident on the form provided by SCEI-HE.
11. Verify all hours the Student completes as part of the Work Placement via a student's Work Placement Log.
12. Assist with induction to relevant learning contexts.
13. Meet with the Students on a regular basis to discuss progress and ongoing needs.
14. Facilitate professional learning opportunities and avenues of support including appropriate experiences in meetings, supervised duties and extra-curricular activities.
15. Prompt Students to demonstrate professional understanding, skills and evidence of meeting the Australian Community Workers Association Standards for Community Services Workers and/or other requirements, frameworks and standards.
16. Liaise with the assigned SCEI-HE Placement Coordinator/Liaison Officer as required.
17. Complete a review and provide Student with appropriate feedback as required.
18. Debrief observations and learning experiences relevant to the Student's professional understanding.
19. Complete and return the relevant documentation/reports and provide the Student a copy.

AFTER THE PLACEMENT

1. Complete an evaluation of the work placement program to provide SCEI-HE with feedback on the Work Placement program and the Student's Learning outcomes.
 - We invite Agency Supervisors and/or other agency representatives to provide the college with feedback of their experience and suggestions on how to improve the fieldwork experience for all parties involved. This information will remain strictly confidential.

SCHEDULE 4 – RESPONSIBILITIES OF STUDENT

STUDENT RESPONSIBILITIES

BEFORE THE PLACEMENT

1. Ensure they have completed and signed the Student Placement Declaration and returned it to the SCEI-HE Professional Placement Coordinator/Liaison Officer. This declaration need only be completed once for the duration of the course.
2. Ensure they have obtained a Working with Children Check, Covid-19 Infection Control Training Certificate (if required by a specific agency) and provided a copy to the Professional Practice Coordinator.
3. Advise the Professional Placement Coordinator/Liaison Officer of any changes to their contact information, residential address and enrolment information.
4. Advise the Professional Placement Coordinator/Liaison Officer of any potential conflict of interest. Students are not permitted to undertake professional placement in an organisation where they are working unless they are working in a different department and this has been approved by the Professional Placement Coordinator.
5. Organise their work hours, travel, parking and meal arrangements prior to placement.
6. Contact the Host Agency to confirm work hours. It is reasonable to expect to be at the service for no more than 8 hours per day, including taking a 30-minute break after 5 hours of work (to be written in your timesheet for each day of placement).
7. Where possible, arrange a time prior to their placement to visit the service to meet the Student's Professional Placement Supervisor.

DURING THE PLACEMENT

1. Be aware that the use of the student's own vehicle for transporting clients (children) or for other work purposes is not permitted or covered under the placement agreement or SCEI-HE's insurance policy.
2. Read and follow the policies and procedures of your Host Agency
3. Demonstrate professional behaviour as outlined in your Host Agency's policies and procedures and according to the ACWA Code of Ethics.
4. Dress appropriately, be well groomed and clean/hygienic.
5. Be punctual (arriving 10 minutes before start time each day) and do not leave earlier than your allocated hours
6. Actively participate in the professional placement learning process (be coachable).
7. Take direction from your Host Supervisor, or other staff where applicable.
8. Complete all the activities outlined in the Student Professional Placement Handbook.
9. Be aware of and adhere to confidentiality. Breaches of confidentiality are regarded as serious violations of professional ethics and will be taken seriously.
10. Complete the placement evaluation with your Supervisor and the SCEI-HE Professional Placement Coordinator/Officer.
11. Notify SCEI-HE Professional Placement Coordinator/Officer of any accidents/incidents or issues associated with your professional practice placement immediately so this can be followed up in the appropriate manner.
12. Inform the SCEI-HE Professional Placement Coordinator/Liaison Officer and your Supervisor of any intended absences from the placement. Any days missed must be rescheduled. For any missed/absent days, you must provide the Host Agency and SCEI-HE with a medical certificate or a valid reason for your absence. You should inform SCEI-HE Professional Placement Coordinator/Liaison Officer and the Host Supervisor of your absence at least two hours before the start of your placement time.

13. Discuss your performance with your Supervisor and actively seek feedback. Document the feedback and identify strategies and actions for improvement.
14. Meet with your Supervisor at least once a week.
15. Note that your lunch time is counted towards your placement hours.

AFTER THE PLACEMENT

1. Make arrangements to complete any missed days due to public holidays, illness, or any other reason.
2. Review observations and placement experiences prior to submitting your e-portfolio for assessment.
3. Obtain a copy of your End of Professional Placement Report from your Host Supervisor. Sign the report and provide a copy to the SCEI-HE Professional Placement Coordinator/Liaison Officer
4. Return any resources/materials borrowed from the Host Agency.

SCHEDULE 5 – SPECIAL CONDITIONS

NIL

Execution page

SIGNED AS AN AGREEMENT

<p>EXECUTED BY SOUTHERN CROSS EDUCATION INSTITUTE (HIGHER EDUCATION) PTY LTD by persons authorised to sign on its behalf:)))</p> <p>..... Signature of authorised person</p> <p>Dr Uzma Ahmed Print name</p> <p>Academic Director & Field Placement Lead Position</p> <p>Date:</p>	<p>..... Signature of authorised person</p> <p>Mr Jake Franklin (VIC) OR Mr Timothy Best (SA) Print name</p> <p>Work Placement Assessor Position</p>
<p>EXECUTED BY THE HOST NAMED IN SCHEDULE 1 by persons authorised to sign on its behalf)))</p> <p>..... Signature of authorised person</p> <p>..... Print name</p> <p>..... Position</p> <p>Date:</p>	<p>..... Signature of authorised person</p> <p>..... Print name</p> <p>..... Position</p>
<p>EXECUTED BY THE STUDENT NAMED IN SCHEDULE 1)))</p> <p>Signature of Student</p> <p>Date: ____/____/____</p>	